

CITY OF PRAIRIE VILLAGE

August 19, 2013

Council Committee Meeting 6:00 pm

City Council Meeting 7:30 pm



COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
August 19, 2013
6:00 PM

AGENDA

DALE WARMAN, COUNCIL PRESIDENT

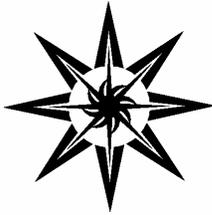
AGENDA ITEMS FOR DISCUSSION

- COU2013-40 Consider Project DELN0001-83rd and Delmar Drainage Improvements Alternatives Review Study
Keith Bredehoeft
- COU2013-41 Consider renewal of franchise ordinance with KCP&L
Katie Logan
- *COU2013-42 Consider Ordinance 2291 amending insurance requirements for Street Races and Parades
Wes Jordan
- COU2013-27 Consider website upgrade and homepage redesign
Quinn Bennion
- COU2013-28 Consider Ordinance 2278 amending Chapter 4, Article 1 of the Prairie Village Municipal Code adopting the 2012 International Building Code
Dennis Enslinger
- COU2013-29 Consider Ordinance 2279 amending Chapter 4, Article 2 of the Prairie Village Municipal Code adopting the 2012 International Residential Code
Dennis Enslinger
- COU2013-30 Consider Ordinance 2280 amending Chapter 4, Article 3 of the Prairie Village Municipal Code adopting the 2012 International Plumbing Code
Dennis Enslinger
- COU2013-31 Consider Ordinance 2281 amending Chapter 4, Article 4 of the Prairie Village Municipal Code adopting the 2012 International Mechanical Code
Dennis Enslinger
- COU2013-32 Consider Ordinance 2282 amending Chapter 4, Article 5 of the Prairie Village Municipal Code adopting the 2012 International Fuel Gas Code
Dennis Enslinger
- COU2013-33 Consider Ordinance 2283 amending Chapter 4, Article 6 of the Prairie

***Council Action Requested the same night**

Village Municipal Code adopting the 2012 International Energy Conservation Code
Dennis Enslinger

- COU2013-34 Consider Ordinance 2284 amending Chapter 4, Article 7 of the Prairie Village Municipal Code adopting the 2011 International Electrical Code
Dennis Enslinger
- COU2013-35 Consider Ordinance 2285 Amending Chapter 4, Article 8 and Repealing Chapter 4, Article 9 of the Prairie Village Municipal Code - Homes Association Notification
Dennis Enslinger
- COU2013-36 Consider Ordinance 2286 amending Chapter 7, Article 1 of the Prairie Village Municipal Code entitled Fire Code
Dennis Enslinger
- COU2013-37 Consider Ordinance 2287 amending Chapter 7, Article 2 of the Prairie Village Municipal Code adopting the 2012 Fire Code
Dennis Enslinger
- COU2013-38 Consider Ordinance 2288 amending Chapter 7, Article 3 of the Prairie Village Municipal Code entitled Hazardous Materials
Dennis Enslinger
- COU2013-39 Consider Ordinance 2289 repealing Chapter 8 of the Prairie Village Municipal Code and adopting a new chapter in its place entitled Health and Welfare
Dennis Enslinger



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: August 19, 2013
Council Meeting Date: September 3, 2013

COU2013-40 - CONSIDER PROJECT DELN0001- 83RD AND DELMAR DRAINAGE IMPROVEMENTS ALTERNATIVES REVIEW STUDY

RECOMMENDATION

Move to approve the design agreement with Larkin Lamp Rynearson & Associates for the alternatives review study of the 83rd Street and Delmar Drainage Project for \$41,278.80.

BACKGROUND

This drainage project has a long history and improvements were planned back in 2007 but due to the project costs for the City increasing more than a million dollars than originally estimated the project was cancelled. The drainage problem is related to the drainage channel between Roe Avenue and Somerset Drive. There are two low water crossings at Delmar Lane and Fontana Street. Just east of Delmar the open channel drains into an underground box culvert. During significant rain falls the water back up at this culvert causes significant roadway flooding as well as flooding of residential properties around the channel at Delmar. In June of 2010 a storm caused flooding of a home in this area. This is the most significant drainage/flooding problem in Prairie Village and Public Works recommends moving forward with this project.

A resident meeting was held in December of 2012 to get feedback from residents about the project and there was larger support for a project to be constructed.

The past project designed a new large box culvert to be constructed along 83rd Street and Somerset Drive which removed the drainage north of 83rd Street from the Delmar/Fontana drainage area. I have reviewed this design with the current engineers at Larkin Lamp Rynearson and we feel it may not be the best project. If the project was built as was designed there would still be similar flooding at the low water crossing at Delmar. The past design just called for making repairs to the existing box culvert to the east of Somerset Drive that runs under the condominium parking area and to make repairs to the channel between Roe Avenue and Somerset Drive. With additional deterioration over the last seven years or so reconstruction of these may be necessary. Given my above concerns with the past design I recommend further analysis of this project to review potential solutions that will address the flooding, maintain the low water crossings, maintain existing infrastructure, and potentially cost less money.

After the analysis we will have another resident meeting to get their feedback on the project. Following the resident meeting we would bring it back to Council in advance of the submittal to the County's SMAC program for funding.

City portions of this project would be funded using dedicated drainage funds from the City's Stormwater Utility Fee. This project is shown in the 2014 CIP with anticipated construction taking place in 2015.

Larkin Lamp Rynerason & Associates was the consultant which designed the original project and therefore we propose to use them for this project as they have significant project information and data that will be able to be used going forward.

FUNDING SOURCE

Funds are available in the 2013 CIP under Project DELN0001 for this study.

RELATED TO VILLAGE VISION

TR3a. *Ensure that infrastructure improvements meet the needs of all transportation users.*

ATTACHMENTS

1. Design Agreement with Larkin Lamp Rynerason & Associates

PREPARED BY

Keith Bredehoeft, Project Manager

August 15, 2013

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECT DELN0001: 83RD & DELMAR DRAINAGE IMPROVEMENTS
ALTERNATIVES REVIEW STUDY

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 Lamp Rynearson & Associates, Inc., a corporation with offices at 9200 Ward Parkway, Suite 200, Ward Parkway, Kansas City, MO 64114, hereinafter called the “Consultant”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for Design Services of Project DELN0001: 83rd & Delmar Drainage Improvements Alternatives Review Study, 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, Mr. Keith Bredehoeft, Project Manager, 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.

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 CONSULTANT SERVICES

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 and in more details in Exhibit A.

3.1 Alternatives Review Study

3.1.1 Schedule and attend one startup meeting with the City to confirm project goals, schedule, budget and expectations. Project number, budget and project philosophy will be discussed.

3.1.2 Review available plans, previous studies, and pertinent information regarding the Project with City staff.

3.1.3 Make on site field investigations as required, to define and to verify Project construction needs, limits, alignment, underground utilities, nature and extent of proposed Project. Special attention will be given to facilities, and other items needed to define clearly the Project intent.

3.1.4 Prepare a schematic plan.

3.1.5 Prepare an estimate of probable cost detailing typical construction pay items, separate consulting costs, acquisition of land and easements. Add to the total of construction, consulting and other costs a contingency of 20 percent.

3.1.6 Attend monthly meetings with City to review and prioritize the preliminary findings.

3.1.7 Keep minutes of all meetings and disperse to all attendees within five work days.

3.1.8 Deliver map, list of project locations, probable cost, and description of construction contained within a feasibility report to the City.

3.2 Preliminary Engineering Study

- 3.2.1 Schedule meeting with City to discuss findings of Alternatives Review Study and determine if a Preliminary Engineering Study should be submitted to Johnson County Stormwater Management Advisory Council (SMAC).
- 3.2.2 Prepare Preliminary Engineering Study for submittal to Johnson County Stormwater Management Advisory Council according to their requirements.
- 3.2.3 Schedule meeting to review PES with City prior to submittal to County.
- 3.2.4 Address any comments by the City prior to submittal to County.
- 3.2.5 Submit PES to County for approval.

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 the Concept 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:
 - 4.5.1 Alternatives Review Study: Due by August 30, 2013
 - 4.5.2 Preliminary Engineering Study Due by November 1, 2013

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:
 - 5.1.1 Alternatives Review Study -Total Maximum Fee: \$ 41,278.80

- 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 sub-consultant 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 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:

Lamp Rynearson & Associates, Inc.

By _____

Nancy Pridal, Vice President

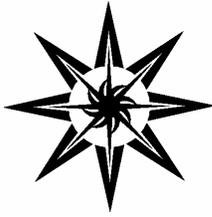
Address for giving notices:

Larkin Lamp Rynearson
9200 Ward Parkway
Kansas City, MO 64114

Telephone: 816-361-0440

APPROVED AS TO FORM BY:

Catherine Logan, City Attorney



ADMINISTRATION

Council Committee Meeting Date: August 19, 2013
Council Meeting Date: September 3, 2013

Consider the renewal of franchise ordinance with KCP&L

BACKGROUND

The City's 1992 Franchise Ordinance with KCP&L expired in April, 2012. In the interim KCP&L has continued to perform under the expired ordinance and to pay the 5% franchise fees to the City.

The new franchise ordinance includes the following provisions:

1. Term of franchise is 10 years, with City ability to increase franchise fee after 5 years.

Expired franchise ordinance was for a period of 20 years, with ability of city to request renegotiation or rate, but not right to increase without agreement.

2. Franchise fee 5% of gross receipts

Expired franchise ordinance same.

3. KCP&L use of right of way subject to all applicable rules and regulations governing use of City right of way.

Expired franchise ordinance less detail about rules governing procedures and use of public right of way.

4. Relocations of KCP&L facilities resulting from public projects are at KCP&L expense.

Expired franchise ordinance did not specifically cover.

5. KCP&L indemnity and insurance requirements.

Expired franchise had shorter indemnity clause and no insurance requirements.

The proposed form of Ordinance is substantially similar to the form of KCP&L franchise ordinance approved by other cities in Johnson County.

Staff recommends approval

ATTACHMENTS

Ordinance

PREPARED BY

Quinn Bennion
City Administrator

Katie Logan
City Attorney

August 16, 2013

ORDINANCE NO.

AN ORDINANCE GRANTING TO KANSAS CITY POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE, PRESCRIBING THE TERMS OF THE FRANCHISE, AND REPEALING ORDINANCE NO. 1802

WHEREAS, Kansas City Power & Light Company (“KCP&L”) provides electric service to customers within the City of Prairie Village, Kansas through a Franchise adopted by Ordinance No. 1802 with KCP&L; and,

WHEREAS, the current Franchise expired according to its terms on April 18, 2012; and,

WHEREAS, KCP&L, and the City of Prairie Village, Kansas desire to continue the franchise relationship, because the service provided by KCP&L, benefits the citizens of the City of Prairie Village, Kansas; and,

WHEREAS, the City of Prairie Village, Kansas has the authority to grant a franchise to KCP&L to provide electric service pursuant to K.S.A. 12-2001, as amended.

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

SECTION 1 - DEFINITIONS

For the purpose of this electric power Franchise, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words “shall” and “will” are mandatory, and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

City means the City of Prairie Village, Johnson County, Kansas.

Company means KCP&L.

Distributed or Distribution means all sales, distribution, or transportation by the Company or by others through the Facilities of the Company in the Right-of-Way to any consumer for use within the City.

Facilities means all electric distribution lines, substations, works, and plants together with all necessary appurtenances thereto.

Franchise means this Ordinance between the City and the Company.

Gross Receipts means any and all compensation and other consideration derived directly by the Company from any Distribution of electric energy to a consumer for any use within the City, including domestic, commercial and industrial purposes, through charges as provided in tariffs filed and approved, and including without limitation interruptible sales and single sales; except that such term shall not include revenues from any operation or use of any or all of the Facilities in the Right-of-Way by others nor shall such term include revenue from certain miscellaneous charges and accounts, including but not limited to delayed or late payment charges, connection and disconnection fees, reconnection fees, customer project contributions, returned check charges, temporary service charges, and the amount paid to the City pursuant to this Ordinance.

Public Improvement means any existing or contemplated facility, building, or capital improvement project, owned, occupied or used by the City, including without limitation streets, alleys, sidewalks, sewer, water, drainage, Rights-of-Way improvements, and Public Projects.

Public Project means any project, or that portion thereof, planned, undertaken or financed through the City or any governmental entity for construction, reconstruction, maintenance, or repair of Public Improvements, or for any other purpose of a public nature or in the public interest. In designating a project as a Public Project, the City shall use reasonable discretion.

Private Development Project means a project, or that portion thereof, planned, undertaken or financed by a non-governmental third party that is primarily for the benefit and use of the third party. As used herein, the term Private Development Project does not include any project or portion that is a Public Project.

Right-of-Way shall mean only the area of real property in which the City has a dedicated or acquired right of way interest in the real property but not including any Utility Easement. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way by the City. This term does not include easements obtained by or granted to utilities or private easements in platted subdivisions or tracts, nor infrastructure located within the Right-of-Way owned by the City or other third-parties, such as poles, ducts or conduits.

Utility Easement shall mean an easement owned by or dedicated to the City for the purpose of providing the Company and other utilities access to customers and users of any utility service.

SECTION 2 - FRANCHISE GRANTED

- (a) The Company, its successors and assigns, is granted the non-exclusive right, privilege, and franchise to construct, maintain, extend, and operate its Facilities in, through, and along the Right-of-Way of the City for the purpose of supplying electric energy to the City and its inhabitants for the full term of this Franchise; subject, however, to the terms and conditions of this Franchise. The Company may also allow attachments to its Facilities by those entities that are subject to a joint use agreement or pole attachment agreement with Company.
- (b) Except as set forth in Section 2(a), the Company shall not use, or allow any other person or entity to use, its facilities or the City's Right-of-Way for any purpose other than the provision of electric power. The Company shall not permit a subsidiary, affiliate, or a

third party to acquire rights to occupy the Right-of-Way under this Franchise, except that the Company may allow the use of its Facilities when the City receives prior written notification of such use, and such use is compensated to the City under the provisions of a franchise granted by the City to any such third party.

SECTION 3 - CONSIDERATION

- (a) As consideration for granting this Franchise, the Company shall pay to the City a sum equal to five percent (5%) of the Gross Receipts received from such Distribution of electric energy and the above sum shall be adjusted for uncollected receivables and for receivables that are later collected. The Company shall make an accounting on a monthly basis to the City of all electric energy that has been distributed within the City.
- (b) Payment of the compensation above shall be effective on the first day of the first month after final passage and approval by the City and acceptance by the Company. Prior to that date, payments shall continue to be calculated and be paid in the manner previously provided in Ordinance 1802. Such payments shall be made to the City on a monthly basis for the preceding monthly period.
- (c) Notwithstanding anything to the contrary in this Franchise, the fee provided herein shall not become effective within any area annexed by the City until thirty (30) days after the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law and a map of the city detailing the annexed area.
- (d) Company shall use commercially reasonable efforts to ensure the accuracy of its records and of the determination of the amount of Gross Receipts subject to the fee provided for herein. In the event and to the extent the accounting rendered to the City by the Company is found to be incorrect due to Company's failure to use commercially reasonable efforts as provided herein, then payment shall be made on the corrected amount (or, in the event of an overpayment by Company, the City shall refund to Company any monies in excess of the corrected amount), it being agreed that the City may accept any amount offered by the Company, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or later found to be incorrect. The Company agrees that all documentation as may be reasonably necessary for an effective compliance review of this Franchise shall upon reasonable notice and at all reasonable times be opened to the inspection and examination of the officers of the City and its duly authorized agents, auditor, and employees for the purpose of verifying said accounting. Notwithstanding the obligation herein, the Company shall have the right to require the reasonable protection of proprietary information of the Company.
- (e) The payments and compensation herein provided shall be in lieu of all other City licenses, taxes, charges, and fees, except that the usual general property taxes and special ad valorem property assessments, sales and excise taxes, or charges made for privileges which are not connected with the electric energy business, shall be imposed on the Company and are not covered by the payments herein.

SECTION 4 - TERM AND AMENDMENT

- (a) The term of this Franchise shall be ten (10) years from the effective date of this Ordinance.
- (b) Upon sixty (60) days advance written notice by the City, the franchise fee percentage rate may be changed on the fifth anniversary of the effective date of this Ordinance.
- (c) Upon written request of either the City or the Company, and upon agreement of the other party, the Franchise may be reopened and renegotiated at any time upon any of the following events:
 - (i) Change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or
 - (ii) Change in the structure or operation of the electrical energy industry which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or
 - (iii) Any other material and unintended change that the parties mutually agree necessitates a revision to the Franchise.
- (d) Any amendments pursuant to this section shall be made by ordinance as required by state law. The Franchise shall remain in effect according to its terms until any review or renegotiation is complete and such amendments are adopted and effective.

SECTION 5 - USE OF RIGHT-OF-WAY

- (a) The Company shall comply with the City's rules, regulations, policies, resolutions and ordinances in effect or hereafter adopted in the reasonable exercise of its police powers that relate to the use of the City's Right-of-Way. The Company shall comply with the City's rules, regulations, policies, resolutions and ordinances that relate to permits, sidewalk and pavement cuts, utility location, construction coordination, screening, and other requirements on the use of the Right-of-Way. Provided, however, that the Company retains its right to oppose, challenge, or seek judicial review of, any such rules, regulations, policies, resolutions, or ordinances proposed, adopted, or promulgated by the City, as provided by law. Further, other than the fee required by Section 3, such rules, regulations or policies shall not require the payment of additional fees or additional costs for the use of the Right-of-Way.
- (b) Further, the Company shall comply with the following:
 - (i) The Company's use of the Right-of-Way shall in all matters be subordinate to the City's use or occupation of the Right-of-Way for any Public Project. Without limitation of its rights, the City expressly reserves the right to exercise its

governmental powers now and hereafter vested or granted in the City. The Company shall coordinate the installation of its Facilities in the Right-of-Way in a manner which minimizes adverse impact on Public Improvements, as reasonably determined by the City.

- (ii) The Company shall construct and maintain its Facilities so as not to interfere with other users of the Right-of-Way.
 - (iii) All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind located within the Right-of-Way damaged or removed by the Company in its activities under this Franchise shall be fully repaired or replaced promptly by the Company without cost to the City to the reasonable satisfaction of the City; however, when such activity is a joint project of utilities or franchise holders, the expenses thereof shall be shared as agreed to in writing among the participants, and to the reasonable satisfaction of the City in accordance with the ordinances and regulations of the City pertaining thereto. Nothing in this Franchise shall require the Company to repair or replace any materials, trees, flowers, shrubs, landscaping or structures that interfere with the Company's access to any of its Facilities located in a Utility Easement.
 - (iv) Except in the event of an emergency, as reasonably determined by the Company, the Company shall comply with all laws, rules, regulations, policies, resolutions, or ordinances now or hereinafter adopted or promulgated by the City relating to any construction, reconstruction, repair, or relocation of Facilities which would require any street closure which reduces traffic flow. Notwithstanding the foregoing exception all work, including emergency work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected.
- (c) The Company shall, upon request of any person requesting temporary relocation of facilities and holding a permit validly issued by the City pursuant to K.S.A. 17-1914, et seq. and with notice to the Company provided as required by K.S.A. 17-1914, et seq. that the person intends to exercise its rights under the permit, temporarily raise, lower or relocate its wires or other facilities in accordance with the Company's Electric Service Standards (<http://www.kcpl.com/newconst/newconstr.html>) as may be required for the person to exercise the rights under the permit, and the Company may require such permit holder to make payment in advance for any expenses incurred by the Company.
- (d) The Company shall be responsible for its costs that are directly associated with its installation, maintenance, repair, operation, use, and replacement of its Facilities within the Right-of-Way. The Company shall be responsible for its own costs incurred removing or relocating its Facilities when required by the City due to City requirements relating to maintenance and use of the Right-of-Way for City purposes, as part of a Public Project.

- (e) The Company shall coordinate with the City on the design and placement of Facilities in the Right-of-Way during and for the design of Public Projects. At the request and sole expense of the Company, the City may include design for Facilities in the design of Public Projects. Upon request by the City, the Company shall promptly locate, remove, relocate, or adjust any Facilities located in Right-of-Way if reasonably necessary for a Public Project. Such location, removal, relocation, or adjustment for a particular Public Project shall be performed by the Company without expense to the City, its employees, agents, or authorized contractors and shall be specifically subject to applicable City rules and regulations. Such relocation or adjustment shall be completed as soon as reasonably possible within the time set forth in any request by the City for such relocation or adjustment. If additional location, removal, relocation, or adjustment becomes necessary as a result of inaccurate or mistaken information provided by the Company or City, the party which provided such inaccurate or mistaken information shall be responsible for costs associated with such additional location, removal, relocation, or adjustment without expense to the other party. The City will use its best efforts to continue to provide a location in the Right-of-Way for the Company's Facilities as part of a Public Project, provided that the Company has cooperated promptly and fully with the City in the design of its Facilities as part of the Public Project.
- (f) The Company shall not be responsible for the expenses of relocation to accommodate any new Private Development Project initiated after the effective date of this Franchise. The expenses attributable to such a project shall be the responsibility of the third (3rd) party requesting, requiring, or using such project upon the request and appropriate documentation of the Company. Before such expenses may be billed to the third (3rd) party, the Company shall be required to coordinate with the third (3rd) party and the City on the design and construction to ensure that the work required is necessary and done in a cost effective manner. The Company may require payment in advance of estimated costs of relocation prior to undertaking any work required to accommodate any new Private Development Project initiated after the effective date of this Franchise.
- (g) The Company shall take adequate measures to protect and defend its Facilities in the Right-of-Way from harm or damage. If the Company fails to accurately locate Facilities when requested, it shall have no claim for costs or damages against the City. The above general provisions notwithstanding, the City and its authorized contractors shall take reasonable precautionary measures including calling for utility locations through Kansas One Call and exercising due caution when working near the Company's Facilities.
- (h) At a minimum, and without limitation, the Company shall comply with all building, electrical and zoning codes currently or hereafter in force in the City.
- (i) All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the Facilities in the Right-of-Way shall be in accordance with applicable present and future federal, state, and City laws and regulations, including but not limited to the most recent standards of the Kansas Corporation Commission and U.S. Department of Transportation. It is understood that the standards established in this paragraph are minimum standards and the requirements

established or referenced in the Franchise may be additional to or stricter than such minimum standards.

- (j) The City encourages the conservation of the Right-of-Way by the sharing of space by all utilities. Notwithstanding provisions of this Franchise prohibiting third (3rd) party use, to the extent required by federal or state law, the Company shall permit any other franchised entity by an appropriate grant, or a contract, or agreement negotiated by the parties, to use any and all Facilities constructed or erected by the Company.
- (k) Permission is hereby granted to the Company and its agents to trim trees and brush upon and overhanging the Right-of-Way and utility easements. The Company shall perform line clearance work in accordance with regulations established under OSHA 29 CFR 1910.269. All pruning operations shall be performed by personnel qualified to perform the work under guidelines and standards established by the Company and made available to the City upon request.

SECTION 6 - INDEMNITY AND HOLD HARMLESS

The Company, its successors and assigns, in the construction, maintenance and operation of its electric power system, shall use all reasonable and proper precaution to avoid damage or injury to persons and property. The Company, its successors and assigns, shall hold and save the City, its officers, employees, agents and authorized contractors harmless from any and against all claims, damages, expense, liability, and costs, including reasonable attorney fees, to the extent caused by the negligence of Company employees, agents, or servants, related to the Company's occupancy of the Right-of-Way. In the event a claim shall be made or an action shall be instituted against the City arising out of the Company's occupancy of the Right-of-Way, then upon notice by the City to the Company, the Company shall assume responsibility for the defense of such actions at the cost of the Company, subject to the option of the City to appear and defend. If the Company and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Kansas without, however, waiving any governmental immunity available to the City under Kansas law and without waiving any defenses of the parties under Kansas or federal law. This section is solely for the benefit of the City and Company and does not create or grant any rights, contractual or otherwise, to any other person or entity. Company or City shall promptly advise the other in writing of any known claim or demand against Company or the City related to or arising out of Company's activities in the Right-of-Way.

SECTION 7 - INSURANCE REQUIREMENTS

- (a) During the term of this Franchise, Company shall obtain and maintain insurance coverage at its sole expense, with insurers maintaining an AM Best rating of A-X or higher and which are authorized or permitted to do business in the State of Kansas. Should Company elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Company shall provide not less than the following insurance:

- (i) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by Kansas law;
 - (ii) Employers' liability limit with a limit of \$1,000,000 each accident/disease/policy limit law; and
 - (iii) Commercial general liability, including coverage for contractual liability and products completed operations liability on a claims made basis, with a limit of not less than Six Million Dollars (\$6,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The Company may meet the policy limit requirements above in combination with commercial general liability policies and umbrella liability policies. The City shall be included as an additional insured with respect to liability arising from Company's operations under this Franchise.
- (b) As an alternative to the requirements of subsection a., Company may demonstrate to the satisfaction of the City that it is self-insured and as such Company has the ability to provide coverage in an amount not less than Ten Million Dollars (\$10,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Company, or alleged to so have been caused or occurred. The Company's self-insurance of its obligations and risks undertaken pursuant to this Franchise will be under a Company-approved plan of self-insurance maintained in accordance with sound accounting and risk-management principles.
- (c) Company shall, as a material condition of this Franchise, prior to the commencement of any work and within ten (10) days prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force. Should any of the above insurance be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

SECTION 8 - REVOCATION AND TERMINATION

In case of failure on the part of Company to comply with any of the provisions of this Franchise, or if Company should do or cause to be done any act or thing prohibited by or in violation of the terms of this Franchise, the City shall serve a written notice upon Company, setting forth in detail the neglect or failure complained of, and Company shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Franchise. If at the end of such sixty (60) day period the City reasonably determines that the conditions have not been complied with, the City may take action to revoke and terminate this Franchise by an affirmative vote of the Governing Body present at the meeting and voting, setting out the grounds upon which this Franchise is to be revoked and terminated; provided, to afford Company due process, Company shall first be provided reasonable notice of the date, time and location of the Governing Body's consideration, and shall have the right to address the Governing Body regarding such matter; and further provided, if the nature of the default is such that it cannot be reasonably cured within the

above said sixty (60) day period, and the Governing Body believes the Company has in good faith timely commenced its cure and is diligently pursuing the completion of the same, Company shall be given a reasonable additional period of time to complete its cure. Nothing herein shall prevent the City from invoking any other remedy that may otherwise exist at law. Upon any determination by the Governing Body to revoke and terminate this Franchise, Company shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Company has instituted such an appeal. If Company does timely institute such an appeal, such revocation and termination shall remain pending and subject to the Court's final judgment. Provided, however, that the failure of Company to comply with any of the provisions of this Franchise or the doing or causing to be done by Company of anything prohibited by or in violation of the terms of this Franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Company is due to any cause or delay beyond the control of Company or to bona fide legal proceedings.

SECTION 9 - RIGHTS AND DUTIES OF COMPANY UPON EXPIRATION OF FRANCHISE

Upon expiration of this Franchise, whether by lapse of time, by agreement between the City and the Company, or by forfeiture thereof, the Company shall have the right to remove any and all of Facilities used in its business within a reasonable time and after such expiration, but in such event, it shall be the duty of the Company, immediately upon and during such removal, to restore the streets, avenues, alleys, parks, and other public ways and grounds from which said Facilities have been removed, to the equivalent condition as the same were before said removal was effected.

SECTION 10 - RESERVATION OF RIGHTS

- (a) To the extent permitted by law, the City specifically reserves its right and authority as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Company's rates and services to ensure the rendering of efficient services at reasonable rates, and the maintenance of the Right-of-Way and Company's property in good repair.
- (b) In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- (c) In granting its consent hereunder, Company does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas or applicable Federal laws and regulations, as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

- (d) In entering into this Franchise, neither the City's nor Company's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Franchise, neither the City nor Company waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Company may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

SECTION 11 - FAILURE TO ENFORCE

The failure of either the City or the Company to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Company unless said waiver or relinquishment is in writing and signed by both the City and the Company.

SECTION 12 - PAYMENT OF COSTS

The Company shall be responsible for payment of all costs and expense of publishing this Franchise Ordinance and any amendments thereof, as outlined in K.S.A. 12-2001 (publishing expense) and K.S.A. 12-3007 (publishing requirements).

SECTION 13 - POINT OF CONTACT AND NOTICES

Company shall at all times maintain with the City a point of contact who shall be available at all times to act on behalf of Company in the event of an emergency. Company shall provide the City with said contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Company to the City may be made by telephone to the City Clerk or the City Engineer. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or overnight delivery by a nationally recognized courier. All written notices shall be deemed delivered upon actual receipt or refusal of delivery.

The City:

City of Prairie Village, Kansas
7700 Mission Road
Prairie Village, KS 66208
ATTN: City Clerk

(913) 381-7755 fax
(913) 385-4616 phone

Company:

Kansas City Power & Light Company
P.O. Box 418679
Kansas City, MO 64141-9679
ATTN: Community Business Manager

(816) 556-2222 fax
(816) 835-5720 phone

or to replacement addresses that may be later designed in writing.

SECTION 14 - BINDING CONTRACT

- (a) This ordinance shall become a binding contract between the parties and be in force and effect from and after its passage, and upon approval by the City, written acceptance by the Company to the City Clerk, and publication in the official city newspaper as required by law.
- (b) This non-exclusive franchise, grant, and privilege is granted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.
- (c) If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining provisions of this Ordinance.

SECTION 15 - ASSIGNABILITY

This franchise shall be assignable only in accordance with the laws of the State of Kansas, as the same may exist at the time when any assignment is made, provided, however, that the franchise may be assigned by Company without action by the City to any creditworthy entity which succeeds to all or substantially all of the electric utility business of the Company. In the event of such assignment to a successor, Company shall be released from all obligations which are assumed in writing by such successor and the assignee shall have executed an assumption of the franchise being assigned in form and content satisfactory to City.

SECTION 16 - REPEAL OF CONFLICTING ORDINANCES

Ordinance No. 1802 and any ordinances or parts of ordinances inconsistent herewith are cancelled and repealed and shall no longer be in effect after the effective date of this ordinance.

This Ordinance shall take effect and be in force on the first day of the first month after its passage and approval by the City, acceptance by the Company, and publication in the official city newspaper as set forth in K.S.A. 12-3007.

THIS ORDINANCE IS PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, this ___ day of _____, 2013.

Ronald L. Shaffer, Mayor

ATTEST:

By _____
Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM:

Catherine P. Logan, City Attorney

ORDINANCE NO. 2291

AN ORDINANCE AMENDING CHAPTER XI OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "PUBLIC OFFENSES AND TRAFFIC" BY AMENDING ARTICLE 10 ENTITLED "PARADES" BY AMENDING SECTION 11-1005 ENTITLED "PERMIT ISSUANCE STANDARDS" AND ARTICLE 11 ENTITLED "STREET RACE CONTESTS" SECTION 11-1105 ENTITLED "PERMIT ISSUANCE STANDARDS".

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

Section I.

Article 10, Section 11-1005, entitled "Permit Issuance Standards" is hereby amended by amending Section 11-1005 (H) to read as follows:

11-1005 PERMIT ISSUANCE STANDARDS.

H. The following further regulations shall be met:

(1) Any applicant for a permit for a parade shall provide proof of liability insurance coverage in a form acceptable and approved by the Chief of Police, listing the City as an additional insured, for any liability of the applicant which may arise as a result of or out of the conduct of the parade. The insurance coverage shall provide, at a minimum, the following: General Liability – Bodily Injury and Property Damage \$1,000,000 per occurrence, \$2,000,000 aggregate Automobile - \$1,000,000 per occurrence BI/PD Combined Single Limit (if applicable) and Participant Accident Coverage (if applicable).

(2) The applicant shall agree to indemnify the City and defend and hold it harmless for any and all liabilities, including the cost of any legal proceeding it may incur as a result of, or of the conduct of, any parade.

Section II

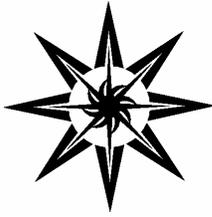
Article 11, Section 11-1105 entitled "Permit Issuance Standards" is hereby amended by amending Section 11-1105(G) to read as follows:

11-1105 PERMIT ISSUANCE STANDARDS.

G. The following further regulations shall be met:

(1) Any applicant for a race permit for a street race contest shall provide proof of liability insurance coverage in a form acceptable and approved by the Chief of Police, listing the City as an additional insured, for any liability of the applicant which may arise as a result of or out of the conduct of the parade. The insurance coverage shall provide, at a minimum, the following: General Liability – Bodily Injury and Property Damage \$1,000,000 per occurrence, \$2,000,000 aggregate Automobile - \$1,000,000 per occurrence BI/PD Combined Single Limit (if applicable) and Participant Accident Coverage (if applicable).

(2) The applicant shall agree to indemnify the City and defend and hold it harmless for any and all liabilities, including the cost of any



ADMINISTRATION DEPARTMENT

Communications Committee Meeting Date: June 26, 2013

Council Meeting Date: August 5, 2013

Council Committee Meeting Date: August 19, 2013

Council Meeting Date: September 16, 2013

COU2013-27: Consider approval of website upgrade and homepage redesign

MOTION

Move the City Council approve the proposal from Vision Internet for upgrade to Vision CMS 6, Graphic Design services, and Responsive Design and Wireframe services in the amount of \$28,181.

RECOMMENDATION

The Communications Committee recommends the City Council approve the proposal from Vision Internet for the upgrade to Vision CMS 6, Graphic Design Services, and Responsive Design in the amount of \$28,181.

BACKGROUND

In 2010, the City's website was upgraded to a Vision Internet Content Management System (CMS). At the same time, the website was redesigned by MMG Worldwide (a Kansas City marketing firm). The upgraded website with redesign was launched in January 2011. The CMS enables staff to more efficiently update the website, send e-notifications to subscribers, maintain project pages and communicate more effectively with residents.

The City began the website upgrade in 2009 with a thorough bidding and interview process. The Communications Committee conducted the interviews and ultimately, Vision Internet was selected as the web host and Content Management Solution.

The City website receives 10,000 unique visitors per month. Use continues to increase as more services, projects and information are added such as paying citations online. City staff frequently receive positive comments on the City website including ease of navigation and information available.

Since the website upgrade, Vision Internet has made significant upgrades to their CMS and presented these changes to staff. Staff requested a proposal from Vision Internet for upgrading to CMS 6 and for homepage redesign services. The proposal is outlined below. The significant cost is associated with the upgrade to the CMS 6 system. This is a one-time upgrade with all future components and CMS versions included.

Staff presented the proposal to the Communications Committee at the June 26th meeting. The draft minutes are attached. The major concerns of committee members were funding, usability for residents and reducing staff time.

This item was reviewed and discussed by Council at the August 5th meeting. The motion failed 5-6 for approval. Council asked staff to bring the item back to a future committee meeting for further review.

COMMUNICATION & ADDITIONAL FEATURES

The City's website is used for more than static information. Residents can stay informed not only by visiting the website but by receiving e-mail updates to projects, news, events, job opportunities, and bid opportunities. There are 1,186 active subscribers to the email updates. Below is a chart accounting for the # of subscribers and notices sent by type of notification in 2013.

Type	# of Subscribers	2013 Notices Sent
Event Calendar	3,688	113
Job Manager	207	2
News	2,494	91
Project Updates	2,401	39
Bid Opportunities	522	9

The project pages have been very useful in keeping residents informed on the status of Planning Applications and Major Construction Projects. Resident inquiries to staff have reduced due to the use of the project pages. The Mission Valley Project Page has had 8,503 visits and 26,466 pageviews. The website also sends updates to Facebook and Twitter.

In addition to the website's communication abilities, a number of features have been added to increase transparency and facilitate online business including: e-checkbook, budget simulator, online ticket payment, and online business licensing renewal.

PROPOSAL

Major Features	Cost	Benefit
Content Management 6	\$20,785	<ul style="list-style-type: none"> • Future upgrades of CMS - Free • Newly developed CMS components • Free redesign every four years
Template Builder	Included in CMS cost	<ul style="list-style-type: none"> • Create custom interior page layouts for different look & feel • Flexibility for layout of project pages and event pages
GovTrack CRM	Included in CMS cost	<ul style="list-style-type: none"> • Residents can make service and information requests with comments and photos • System will automatically route to appropriate staff person • Users can log-in and track progress of their request • New feature provides added service for residents
Audio & Video Embedding	Included in CMS cost	<ul style="list-style-type: none"> • New feature
Drag and Drop Image and File Uploading	Included in CMS cost	<ul style="list-style-type: none"> • Reduce staff time
Calendar submission option for outside individuals & groups	Included in CMS cost	<ul style="list-style-type: none"> • Individuals can submit calendar items directly to the CMS for approval by staff • Reduce staff time
New Form Builder	Included in CMS cost	<ul style="list-style-type: none"> • Reduce staff time • Current form builder is difficult to use
In-page Content Editing	Included in CMS cost	<ul style="list-style-type: none"> • Reduce staff time • Allows page to be edited in the final view
Photo Gallery & Slideshow	Included in CMS cost	<ul style="list-style-type: none"> • New feature
Responsive Design	\$2,000	<ul style="list-style-type: none"> • Replaces need for mobile version • Website will automatically resize based on device
Graphic Redesign & Wireframe	\$7,675	<ul style="list-style-type: none"> • Update look for homepage • Includes one homepage design, wireframe of homepage and three interior page templates

The total cost of services, including a \$2,279 discount, is \$28,181.

FUNDING SOURCE

A total of \$40,000 was budgeted in the 2013 budget for the upgrade.
Economic Development Fund - \$10,000 budgeted in 2013
Equipment Reserve Fund - \$18,181 budgeted in 2013

ATTACHMENTS

1. Proposal
2. Draft Communications Committee Minutes - June 26, 2013

PREPARED BY

Jeanne Koontz
Deputy City Clerk/Public Information Officer
August 14, 2013

COMMUNICATIONS COMMITTEE
June 26, 2013
MINUTES

The Communications Committee met on June 26, 2013 at 6:00 pm in the Multi-Purpose Room. Members present: Chairman David Belz, Heather Schrotberger and Michael Arrandale-Arnold. Also present: Quinn Bennion, Dennis Enslinger and Jeanne Koontz.

Approve Minutes

The April 10, 2012 minutes were approved as written.

Discuss website homepage refresh

Jeanne overviewed the new features of Vision CMS 6 including the page template builder, audio & video embedding, drag and drop image and file uploading, widget based layout options, new form builder, in-page content editing, GovTrack CRM (citizen requests), photo gallery & slideshow and friendly url's. The upgrade would include a redesign of the homepage and responsive design for mobile and tablet devices.

VisionLive Subscription Service will be offered with CMS 6. The subscription service is an annual subscription rate of \$6,600 which includes maintenance, unlimited hosting services, upgrades for the visionCMS, newly developed CMS components and a free redesign after four years of visionLive service. Currently, the City is paying \$6,606 for maintenance and hosting services.

The cost of the upgrade including responsive design and graphic redesign is \$31,106. There is \$10,000 budgeted in the Economic Development Fund and \$30,000 budgeted in the Equipment Reserve Fund.

The committee asked questions about the VisionLive service. Jeanne confirmed that the cost is currently budgeted. David asked if the upgrade would save staff time. Jeanne responded that the implementation would likely increase staff time but over the long-run it should decrease staff time with the additional features offered. It will also provide more features for residents.

David asked what year the budget money is allocated. Jeanne responded the money is allocated in the 2013 budget.

Heather moved to recommend the City Council approve the upgrade to Vision CMS 6, Graphic Design Services, Responsive Design and Vision Live Hosting in the amount of \$31,106 with an annual fee of \$6,600. Michael seconded the motion which passed unanimously.

Discuss NotifyJoCo - notification system

Quinn updated the committee on the previous discussion regarding PVNotify (notifications for neighborhood specific communications). Staff initiated an RFP on two separate occasions and hired a developer at one time but the software was never completed. Since that time, Johnson County partnered with cities in Johnson County and WaterOne to purchase an emergency notification system that also does non-emergency notifications. The system was launched in February and the City has been using it for non-emergency notifications since that time.

Jeanne gave a demonstration of the sign-up process and look at the back-end of the software. She asked the committee to provide feedback/suggestions on Prairie Village's use of the system.

David asked if Code Red participants would be automatically signed up for NotifyJoCo. Quinn said they will not be signed up because the City does not own the data and they have not specifically agreed to sign up for NotifyJoCo. Quinn noted the Police Department will transition from Code Red later in the year. Mission Hills is also using the new system. The system costs \$5,000 per year which is the same amount as Code Red.

Michael asked for an update on whether subscriber data is public. Quinn stated subscriber data in government notification systems is not considered a public record since the state law was modified a few years ago.

Discuss the potential filming of council meetings

The committee tabled the item until the next meeting.

The meeting was adjourned at 6:45 pm.

David Belz
Chair



vision internet

2530 wilshire blvd.
2nd fl
santa monica ca 90403

888.263.8847 /
310.656.3100
310.656.3103 fax
info@visioninternet.co

July 31st, 2013

Jeanne Koontz
Deputy City Clerk
City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208

Re: visionCMS™ Upgrade Quote

Dear Jeanne,

We've enjoyed working you on the City of Prairie Village's website, and appreciate the opportunity to provide information about the most recent upgrade to the visionCMS™.

Our latest version has incorporated many innovations that will enhance your website management process. This system is built upon current .NET technology, incorporates new tools and improved functions, and is easier to use. Your staff will see and appreciate the difference!

Below is a brief summary of the additional functionality and services included with the upgrade. Please note that this is only an overview based on our initial discussions with you, and that we can discuss additional work as required by the City.

If you have any questions about this quote, please feel free to contact me. I look forward to speaking with you further about your website!

Respectfully submitted,

A handwritten signature in blue ink that reads "Adam D. Isern".

Adam Isern
Regional Sales Manager, Vision Internet
Providers, Inc.



Functionality Overview

The most recent version of the visionCMS™ includes many enhancements and features that were created in direct response to suggestions from clients like you. We are excited to be able to offer even more advanced tools to allow for greater flexibility for website administrators.

Highlights include:

- **Page template builder** for creating new layouts on the fly.
- **Departmental page restrictions** so that you can control staff access to individual page templates.
- **Drag & drop** for uploading and sorting pictures, files, and documents in one simple step.
- **Personal toolbars** making it easy for your staff to access frequently used features with one click.
- **Backend dashboard** so that users can oversee site activity and tailor their workspace to their unique needs.
- **In-page editing** for updating content from a front-end view.
- **iOS friendly editing** to allow basic page editing on mobile devices like the iPad and iPhone.

Included Interactive Components and Features

Included in your upgrade estimate are the following components and functionality:

SITE ADMINISTRATION AND SECURITY

- | | |
|---|---|
| • Audit Trail Log | • Flexible Site Variable Settings |
| • Backend Content Title Search | • Image Library |
| • Backend Dashboard | • Page Template Library |
| • Broken Link Reporter | • Personal Toolbar |
| • Content Review and Publishing | • Role-Based Security |
| • Component Manager | • Scheduled Content Review |
| • Content Scheduling | • SiteMaster™ Template Builder |
| • Context Sensitive Online Help | • Submission Validation (reCAPTCHA) |
| • Departmental Page Restrictions | • Recycle Bin |
| • Document Central | • Updated and Expired Content Reporting |
| • Drag and Drop Multiple File and Image Uploading | • Web Traffic Statistics |
| • Email Address Masking | • Widget-based Layout Options |
| • Enhanced User Interface | |



- Workspace

CONTENT EDITING

- Advanced WYSIWYG Editor
- Search and Replace
- Spell Checker
- Style Gallery
- Table Wizard
- Undo/Redo
- User Commenting
- Version Control

ADVANCED NAVIGATION MANAGEMENT

- Automatic Breadcrumbs
- Connected Pages
- Content Categories
- Dynamic Drop Down Menus
- Error 404 (Page Not Found) Handling
- External Link Splash Page
- Friendly URL Redirect
- Navigation Control
- Navigation Redirect
- Page Linking
- Quick Links
- Single-Source Publishing
- Site Search (Google CSE)
- Sitemap Generator

USER EXPERIENCE AND INTERACTIVITY

- Business Directory
- Community Spotlight
- Dynamic Calendar System
- Dynamic Homepage
- Facilities Directory
- Facilities Reservations
- Feedback Form
- Form Builder
- Frequently Asked Questions
- In-page Content Editing
- Job Posts
- News
- RFP Posts
- Rotating Homepage Banners
- Service Directory
- Staff Directory
- Sticky News
- Weather Update

DEPARTMENT MANAGEMENT

- Department-Level Administration
- Department-Level Navigation
- Department-Level Sitemap

OUTREACH, MEDIA, AND SOCIAL NETWORKING

- Audio and Video Embedding
- Bookmark and Share
- eNotification
- GovTrack CRM™
- OneClick Social Networking™
- Photo Gallery & Slideshow



- Emergency Alert (site wide)
- Facebook FeedReader™
- Forward to a Friend
- RSS FeedReader™
- Twitter FeedReader™

ACCESSIBILITY

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Google Translation Integration
- Printer Friendly Pages
- Table Accessibility Tools

ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

- Approval Cycle
- Extranet (Members Only)

While the most important tools and functions carry over to the new version, not all functionality from your current content management system will be identical in the new .NET version. We will do everything reasonably possible to ensure at least 95% similarity between your current design and that of the new site. Please note:

- If your staff has created customizations or integrations to the site files or database, they will not carry over to the new visionCMS™. Your staff may be responsible for identifying any customizations they have made and implementing them in the new system.
- The following components will not be immediately available after the initial upgrade. They will be made available later as part of the visionLive™ Roadmap specified in the Subscription Services Agreement.
 - E-Checkbook Records
 - Home Association Map
 - Ward Map
- If you have custom components created by Vision, they may not be carried over to the new visionCMS™ until after Q2 of 2013. These include:
 - Projects Blog
 - Projects Component
- The listed price for this upgrade is valid for ninety (90) days after receipt of this document, provided no new components or customizations are added to your current site.
- We will migrate your existing content to the new site except for content from the components above and from the Form Tool. The Form Tool has been revamped and the City will need to recreate any forms currently used on the website.



Key Component Descriptions

As outlined above, the upgrade includes many system enhancements and greatly expanded standard functionality. Key features are described below:

SITEMASTER™ TEMPLATE BUILDER

Unique to the visionCMS™ the SiteMaster™ Template Builder allows your website administrators to create and configure custom interior page layouts throughout website. Need to create a two column page that displays just news and calendar items? Have a special event that needs a unique landing page? No problem! Simply drag and drop your desired content and widgets and your new layout is set. Best of all, you can determine which department content editors are able to use individual templates, providing additional oversight. The SiteMaster™ Template Builder puts you in control and ensures you will be able to easily adapt to your organization's changing content needs.

GOVTRACK CRM™

With the govTrack CRM™ your residents will be able to make service and information requests based on categories defined by the City. Users can also send comments and files (such as photos of a street lamp requiring maintenance, graffiti that needs to be removed, etc.) to the case processor so that they will have a clearer idea of the work that needs to be done. These requests will be automatically routed to the appropriate case processor and a confirmation email will be sent to the user. Passwords provided to users will allow them to log-in and track the progress of their request throughout the process. Users will also receive emails updating them on their requests.

Additionally, because govTrack CRM™ is integrated with the included Frequently Asked Questions component, your users will also be able to check for common solutions to their problem before sending it to the City.

ONECLICK SOCIAL NETWORKING™

The innovative OneClick Social Networking™ component will allow your staff to post content to your website and to the most popular social networking sites, such as Twitter and Facebook, with one click - saving your staff precious time and helping you broadcast your news, alerts, events and other notices easily and selectively all across the web. OneClick Social Networking™ works by generating an RSS feed of each component, which can be connected to Twitter, Facebook and any other tool that allows importing of RSS feeds using a third party service.

Our OneClick Social Networking™ component integrates with the included Dynamic Calendar System, Job Postings, News, and RFP Postings components.

FACILITIES DIRECTORY WITH RESERVATIONS

The Facilities Directory provides citizens with a listing of all types of facilities in the community. Site users are able to search the listing by type (such as parks, recreation centers, and schools) amenities (such as swimming pool, meeting rooms, and kitchen), and capacity. Because the tool is designed to list all facilities in the community, it has a registration form where organizations can put in the necessary information about the facility they have available. Entered information does not become live on the website until after review and approval by your designated administrator.



Facilities listed on the directory can also be added to a Google map of your area, providing website visitors with a visual guide to City amenities.

Figure 1: Locations listed on the Facilities Directory can be posted onto a Google map.

As an additional function of the Facilities Directory, your users will be able to reserve facilities online, making it more convenient for your visitors and residents who are trying to plan events. With the Directory implemented with maps and reservation capabilities, your website will become a one-stop location for finding and using City amenities!

Responsive Design

Your site visitors utilize a wide variety of devices to access your website, including mobile phones, tablets, and computers with large and small monitors. Fortunately, with Responsive Design your website will detect the screen resolution of the user's device and automatically respond, producing a view of the site optimized specifically for that screen. This ensures your site visitors will be able to easily use the site, no matter what device they are using.

Graphic Redesign

Vision Internet's creative ability and expertise will allow us to develop compelling graphic design to make your website look great, while maintaining its usability. We will work very closely with your staff to establish a new design for the website that reflects your unique identity.

Included in our scope of work, we will implement a new homepage design for your website. We will provide the City with one homepage design concept with revisions. We will also create up to three interior page



designs. These interior page templates can be applied to your website's departmental pages, providing a consistent overall look.

Towards the end of the design phase, we will deliver the following:

- Approved homepage design
- Up to three interior page templates

Wireframe

Vision Internet can construct a wireframe for your website that shows the placement of key information and dynamic content.



visionLive™ Subscription Service

If you upgrade to the latest version of the visionCMS™, you will also become eligible to sign up for our visionLive™ maintenance plan, which bundles all essential on-going services into one, set fee. The subscription approach takes the guess-work out of future budgeting by including all essential post-launch services into a flat annual fee.

- Hosting
- Unlimited technical support¹
- CMS system upgrades
- Newly developed CMS components²
- Free redesign after 4 consecutive years of visionLive™ service

¹ Does not include updates to configuration, content, or formatting among other restrictions.

² Does not include new features that require design customization to implement.



visionCMS™ Upgrade

Our visionCMS™ package is comprehensive and includes:

- The newest version of the Vision Content Management System™
- Web-based consultation
- A web-based training session
- Content migration
- The above-listed interactive components
- Graphic redesign
- Sitemap Consultation

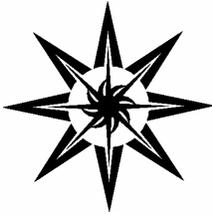
Service	Budget
visionCMS™ Upgrade	\$20,785
Responsive Design	\$2,000
Graphic Redesign	\$7,000
Wireframe	\$675
Discount ³	(\$2,279)
Total	\$28,181

visionLive™ Subscription Service

As described on page 7, we are offering the City our visionLive™ subscription service, allowing us to significantly improve the value of our post-launch services. For a low annual subscription rate of \$6,600 with a 5% annual increase, we are able to provide maintenance, unlimited hosting services, upgrades for the visionCMS™, newly developed CMS components and a free redesign after four years of visionLive™ service⁴.

³ This discount is only applicable if the City chooses for Vision Internet to perform all of the listed services.

⁴ Does not include updates to configuration, content, or formatting among other restrictions; does not include new features that require design customization to implement.



ADMINISTRATION

Council Committee Meeting Date: August 19, 2013
City Council Meeting Date: September 3, 2013

COU 2013-28 through COU 2013-34 : Adoption of 2012 IBC, IRC,IPC,IMC,IECC, and 2011 NEC. COU2013-35 Amending Chapter 4, Article 8 and Repealing Chapter 4, Article 9; COU 2013-36 Amending Chapter 7, Article 1; COU 2013-37 Amending Chapter 7, Article 2; COU 2013-38 Amending Chapter 7, Article 3; COU 2013-39 Repealing Chapter 8 and adopting a new Chapter 8 in its place.

RECOMMENDATION:

The Board of Code Appeals and Staff recommends the City Council adopt the 2012 IBC, IFC, IPC, IMC, IFGC, IECC, IRC, NEC (2011 edition) and adopt the associated ordinances 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288 and 2289.

BACKGROUND:

The City of Prairie Village is currently operating under the 2006 codes related to construction. Every three years new additions of the codes are published and the community determines whether or not to adopt the new versions of the code with any appropriate amendments. Because of some controversy with the 2009 International Code version, jurisdictions in our area did not adopt the 2009 editions.

The Board of Code Appeals is the body responsible for making a recommendation to the governing body regarding the adoption of the new codes. The Board of Code Appeals held a meeting on June 18, 2013 and reviewed the new codes along with proposed amendments. The Board of Code appeals is recommending approval of the new codes along with the appropriate amendments.

This year the Board of Code Appeals is recommending the adoption of one additional code which has not been previously adopted by the City of Prairie Village: 2012 International Energy Conservation Code. Staff is also recommending the adoption of the 2012 International Property Maintenance Code (IPMC) which has not been previously adopted by the City of Prairie Village. The IPMC would become the basis for property maintenance codes within Prairie Village.

Staff also wanted to note that there has been a strong regional approach to the adoption of the proposed codes. Area jurisdictions have worked together to adopt code provisions which are consistent between communities.

ATTACHMENTS:

- Minutes from the June 18, 2013 Board of Code Appeals
- Table showing the Significant Changes Between the 2006 and the 2012 International Codes
- A draft letter outlining the Summary of Amendments to the 2012 International Codes which will be sent all currently licensed contractors.

PREPARED BY:

Dennis J. Enslinger
Assistant City Administrator
Date: August 16, 2013

**BOARD OF CODE APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
MINUTES
TUESDAY, JUNE 18, 2013**

ROLL CALL

The meeting of the Board of Code Appeals of the City of Prairie Village, Kansas, was held on Tuesday, June 18, 2013, in the multi-purpose room of the Municipal Building. Chairperson Tom Brown called the meeting to order at 6:00 p.m. with the following members present: Gene Bockelman, Scott Rosemann, Kenneth Poe and Kurt Ellenberger. Also present in their advisory capacity to the Board of Code Appeals were: Jim Brown, City Building Official and Joyce Hagen Mundy, City Clerk.

NEW BUSINESS

Code Review

Building Official Jim Brown announced the meeting was for the purpose of reviewing the proposed 2012 International Building Codes for possible adoption by the City. He noted it is the desire of Johnson County municipalities to be as uniform as possible in the adoption and enforcement of 2012 building codes.

**BCA2013-001 2012 International Code Adoption
International Building Code**

Jim Brown reviewed the significant changes between the current 2006 code and the proposed 2012 code. Many of the code changes have been made to address new issues and technology as well as the specifically address and clarify interpretations and definitions. Some of the changes made were to address safety issues, such as increasing the method of measuring the required sill height of windows, so as to prevent accidental falls by young children; fire safety and carbon monoxide alarms.

Tom Brown moved the Board recommend the Governing Body adopt the 2012 International Building Code as presented. The motion was seconded by Scott Rosemann and passed unanimously.

**BCA2013-002 2012 International Code Adoption
International Fire Code**

Jim Brown noted there are more changes to this code this year than there have been in the past. Most address the safety of fire personnel and first responders. Among the changes is the addressing of open burning, recreational fires and portable outdoor fireplaces. The new language prohibits portable outdoor fireplaces from being operated within 15 feet of a structure or combustible material. However, there is an exception which nullifies this requirement for one

and two family dwellings. The provision does not address burning in high wind conditions.

Mr. Brown stated the Fire Marshal has requested the City add a provision to the code that prohibits burning when winds are in excess of 15 MPH. Committee members discussed how this would be enforced. Mr. Brown replied enforcement would be the responsibility of the Fire Department.

The new code also requires approval by the Fire Code Official before a traffic calming device can be constructed, the placement of fire extinguishers and the certification requirements for maintenance personnel servicing fire extinguishers.

Tom Brown moved the Board recommend the Governing Body adopt the 2012 International Fire Code with the inclusion of the recommended provision prohibiting burning when winds are in excess of 15 MPH. The motion was seconded by Kurt Ellenberger and passed unanimously.

**BCA2013-003 2012 International Code Adoption
International Plumbing Code**

Jim Brown noted there are very few changes to this code. The changes made address the minimum number of required plumbing fixtures; separate toilet facilities, door locking of toilet facilities and bathtub waste outlets and overflows.

Tom Brown moved the Board recommend the Governing Body adopt the 2012 International Plumbing Code as presented. The motion was seconded by Kenneth Poe and passed unanimously.

**BCA2013-004 2012 International Code Adoption
International Mechanical Code**

Jim Brown noted most of the changes to the mechanical code address ventilation and exhaust requirements particularly in kitchen areas as well as kitchen hoods. Also the requirements for grease duct cleanouts have been expanded.. A new provision prohibits the use of unlisted duct tape as a sealant on nonmetallic ducts. This previously only applied to metal ducts.

Tom Brown moved the Board recommend the Governing Body adopt the 2012 International Mechanical Code as submitted. The motion was seconded by Scott Rosemann and passed unanimously.

**BCA2013-005 2012 International Code Adoption
International Fuel Gas Code**

The changes to this code require that each section of pipe and each fitting utilized in a gas system must bear the identification of the manufacturer. Gypsum board may now be considered as a combustible material for the purpose of required clearances to combustibles. New installation instructions for sediment traps are now included in the code. In addition, decorative vented gas appliances and gas fireplaces are no longer required to be installed with a sediment trap.

Tom Brown moved the Board recommend the Governing Body adopt the 2012 International Fuel Gas Code as submitted. The motion was seconded by Kurt Ellenberger and passed unanimously.

**BCA2013-006 2012 International Code Adoption
International Energy Conservation Code**

Jim Brown stated this language is almost verbatim of that being adopted by neighboring municipalities. He also noted this code will be the most challenging to enforce due to changes and the requirements associated with the continuous insulation provisions. Language has been added to the code which will provide the building official the opportunity to evaluate projects on a case by case basis so as to establish the best approach in regards to meeting the requirements of the code.

Kenneth Poe asked if a cost value vs. benefit has been done on the new requirements. It was noted these requirements may add large cost increases to new buildings, especially new commercial structures. Per the new blower door testing requirements, it will become more likely that the new buildings will necessitate whole house ventilation by mechanical means to meet the code provisions. The new code establishes a Table of Insulation and Fenestration Requirements by Components that has been modified to reflect the climatic conditions in this area. Neighboring jurisdictions are using the same criteria so as to be uniform. The proposed changes address insulation, testing, fireplaces, building cavities, circulating hot water systems and lighting requirements.

Mr. Brown noted the testing as required by Section R402.4.1.2, will need to be performed by an independent third party testing agency. The city does not have the staff or equipment to conduct the required testing.

Tom Brown moved the Board recommend the Governing Body adopt the 2012 International Energy Conservation Code as presented. The motion was seconded by Scott Rosemann and passed by a vote of 4 to 1 with Poe voting in opposition.

**BCA2013-007 2012 International Code Adoption
International Residential Code**

Jim Brown noted there are several changes to this code that, along with the provisions of the International Energy Conservation Code may add to the cost of construction of new homes. The primary impact will be the cost of mechanical ventilation. The Board had significant discussion on the requirement that an automatic fire sprinkler system be installed in one and two family dwellings. Mr. Brown noted that this requirement cannot be enforced in violation of 2012 State of Kansas Statute Article 16, specifically 12-16, 219 which prohibits any municipality from requiring the installation of fire sprinklers in any residential structure. Therefore, this section will be deleted from the city's adopted code. This is the same approach neighboring municipalities are using, thereby remaining in compliance with State Statute. This issue will probably be re-visited by the State in the future, along with the 2015 Code changes.

Additional changes have been added for safety of children and first responders including window sill height, window guards, smoke alarms, fire protection of floors and emergency escape and rescue openings. Mr. Brown noted the code specifically states "The applicable provisions of the International Energy Conservation Code (IECC) replace all of the energy provisions of the International Residential Code (IRC).

Tom Brown moved the Board recommend the Governing Body adopt the 2012 International Residential Code as presented. The motion was seconded by Kurt Ellenberger and passed unanimously.

**BCA2013-008 2012 International Code Adoption
National Electric Code - 2011 Edition**

Jim Brown noted there has been much discussion with other local jurisdictions regarding this code and many of the new requirements. Again, local jurisdictions have agreed with the level of enforcement to be followed. Some of the code changes are clarifications and some are new regulations.

The Board discussed in length the Arc-Fault Circuit Interrupter Protection for Dwelling Units and the Arc-Fault Circuit Interrupter Protection; Branch Circuit Extensions or modifications for dwelling units as well as new requirements for dwelling unit receptacle outlets.

Neighboring jurisdictions have agreed not to adopt Article 406-406.4(d)(5) Tamper-Resistant Receptacles, in Dwelling Units at this time. This item will be revisited with the 2015 code change cycle and specifically when time arrives to adopt the 2014 National Electrical Code (NFPA 70).

Tom Brown moved the Board recommend the Governing Body adopt the 2012 NFPA - National Electrical Code - 2011 Edition as presented. The motion was seconded by Kenneth Poe and passed unanimously.

Jim Brown thanked the board for their input. He stated he expected the code changes to go before the Governing Body later this summer and will take effect once they are adopted and published.

OLD BUSINESS

There was no Old Business to come before the Board.

ADJOURNMENT

With no further business to come before the Board, Chairman Tom Brown adjourned the meeting at 8:20 p.m.

Tom Brown

Chairman

Item #	International Building Code (IBC)
B1	Section 102.4 Referenced Codes and Standards. This section has been clarified so as to eliminate any confusion as to conflicts between provisions of this code and referenced standards. In cases where parallel or conflicting requirements occur, the provisions in the IBC will prevail.
B2	Section 202 Definitions. For consistency and usability purposes, all definitions have been moved to Chapter 2. Previously, definitions were scattered throughout the code.
B3	Section 202 & 308.2 Definitions. Several new definitions have been added relating to <u>care facilities</u> and some existing definitions have been revised for clarity.(see below) 24 Hour Care. The actual time that a person is an occupant within a facility for the purpose of receiving care. It shall not include a facility that is open for 24 hours and is capable of providing care to someone visiting the facility during any segment of the 24 hours. Custodial Care. Assistance with day to day living tasks; such as assistance with cooking, taking medication, bathing, using toilet facilities and other tasks of daily living. Custodial care includes occupants who evacuate at a slower rate and/or who have mental and psychiatric complications. Incapable of Self preservation. Persons because of age; physical limitations; mental limitations; chemical dependency, or medical treatment cannot respond as an individual to an emergency situation. Medical Care. Care involving medical or surgical procedures, nursing, or for psychiatric purposes. Nursing Homes. Facilities that provide care, including both intermediate care facilities and skilled nursing facilities where any of the persons are incapable of self-preservation.
B4	Section 308.4 Institutional Group I-2. A Group I-2 occupancy classification is now only applicable to medical facilities where six or more individuals incapable of self-preservation are receiving care. A facility where five or fewer individuals are receiving such care, a Group R-3classification is the most appropriate and may also be regulated under the International Residential Code (IRC).
B5	Section 419 Live/Work Units. This new section addresses live/work units which are defined as "a dwelling unit or sleeping unit in which a significant portion of the space includes a nonresidential use that is operated by the tenant". Residential live/work units will typically include a dwelling unit along with some public service business, such as an artist's studio, coffee shop, or chiropractor's office and the public is able to enter the work area of the unit to acquire service.
B6	Section 424 Children's Play Structures. The regulations for children's play structures were previously limited to covered mall buildings. They are now applicable where such structures are located within any building regulated by the IBC, regardless of occupancy.
B7	Section 501.2 Address identification. With the modification to this section , the fire code official can now require address numbers to be posted in multiple locations when necessary, to facilitate emergency response.
B8	Section 703.7 Marking and identification. This section has been modified to further clarify the size and location of identifying markings which are required on vertical fire assemblies in accessible above ceiling spaces. The requirements are as follows: 1. Be located in accessible concealed floor, floor/ceiling, or attic spaces. 2. Be located within 15 feet of the end of each wall and at intervals not exceeding 30 feet measured horizontally along the wall or partition. 3. Include lettering not less than 3 inches in height with a minimum 3/8 inch stroke in contrasting color incorporating the suggested wording: "FIRE AND/ OR SMOKE BARRIER- PROTECT ALL OPENINGS".
B9	Section 903.2.11.1.3 Basements. This section has been modified to require basements with walls, partitions or fixtures that can obstruct water from hose streams to have automatic fire sprinkler protection.
B10	Section 907.2.3 Group E. This section has been modified to now require a voice/alarm communications system in group E occupancies with an occupant load of 30 or more.
B11	Section 908.7 Carbon Monoxide Alarms. An addition to this section now requires carbon monoxide alarms in all group R and I occupancies with fuel burning appliances or attached garages.
B12	Section 1008.1.9.9 Electromagnetically Locked Egress Doors. Previous editions of the IBC prohibited the use of electromagnetic locks on egress doors. Due to ever increasing security concerns, the use of such locking devices is now acceptable with "panic" hardware which is listed for such use and will automatically release the locking mechanism with the operation of the push bar.
B13	Section 1011.2 Floor-Level Exit Signs in Group R-1. Where exit signs are required in Group R-1 occupancies(boarding houses, hotels & motels) additional low-level exit signs are now required in all areas serving guest rooms, the bottom of the sign shall not be less than 10 inches nor more than 12 inches above the floor level.
B14	Section 1013.8 Window Sills. The guard requirements for operable windows which have a sill height greater than 72 inches above finished grade have been relocated from Chapter 14 to Chapter 10 and the minimum sill height above finish floor has been increased from 24 inches to 36 inches.

	<u>Significant Changes Between the 2006 and the 2012 International Codes</u>	pg 2
B15	Section 1013.3 Height. The minimum required height for guards in Group R-3 and individual dwelling units of Group R-2 has been decreased from 42 inches to 36 inches.	
B16	Section 1109.2 Toilet and bathing Facilities. This section has been modified to allow toilet facilities and drinking fountains to be mounted at a lower height than generally permitted per A117.1, when primarily used for children's use.	
B17	Section 1203.1 Mechanical Ventilation Required (General). The option of utilizing natural ventilation rather than mechanical ventilation is now unavailable. Per the International Energy Conservation Code (IECC) a blower door test will be used to determine if mechanical ventilation is to be required. When the air infiltration rate in a dwelling unit is less than 5 air changes per hour when tested with a blower door at a pressure of 0.2 inch w.c., the dwelling unit shall be ventilated by mechanical means.	
B18	Section 1208.3 Room area. The minimum room area for kitchens has been deleted. Previously 50 square feet was required. The new text states; "Kitchens are not required to be of a minimum floor area". However, they must maintain a minimum 3 foot clear passageway.	
B19	Section 1510.3 Recovering versus Replacement. Existing ice barrier membranes are now allowed to remain in place when replacing a roof covering.	
B20	Section 2902.2.1 Family or Assisted-Use Toilet Facilities Serving as Separate Facilities. Where separate sex toilet facilities are required and only one water closet is required in each facility, two family or assisted-use toilets may now be provided as an acceptable alternative. Family or assisted-use toilet facilities will not be required to be identified for exclusive use by either sex.	
Item #	International Fire Code (IFC)	
F1	Section 307 Open Burning, Recreational Fires and Portable Outdoor Fireplaces. This section has been modified due to the increasing popularity of outdoor living areas, etc., and now addresses portable outdoor fireplaces, such as chimineas, steel firepits, and similar devices. This section prohibits portable outdoor fireplaces from being operated within 15 feet of a structure or combustible material. However, there is an exception which nullifies this requirement for one and two family dwellings. There is also no provision as to burning in high wind conditions. Therefore, the Fire Marshal recommends a restriction as to burning, when winds are in excess of 15 MPH.	
F2	Section 503.4.1 Traffic Calming Devices. This new section requires approval by the Fire Code official before a traffic calming device can be constructed.	
F3	Section 510.1 Emergency Responder Radio Coverage in New Buildings. The provisions of this section require all new buildings to have sufficient radio coverage inside the structure so firefighters can safely operate within them.	
F4	Section 901.4.6 Pump and Riser Room size. The rooms which house fire protection systems must now be sized to facilitate maintenance and the size will be determined by the equipment manufacturer's specifications.	
F5	Section 903.2.11.1.3 Basements. See item B9 pg 1.	
F6	Section 904.1.1 Certification of Service Personnel for Fire Extinguishing Equipment. To ensure that fire extinguishing systems and devices are properly maintained, the IFC now requires individuals performing maintenance activities to be certified. The certification must be issued by an approved organization or governmental agency for the type of work being performed.	
F7	Section 906.1 Where required. This section has been modified to require portable fire extinguishers in any occupancy, regardless of whether it is protected by an automatic sprinkler system. The one exception is R-2 occupancies which can eliminate the portable fire extinguishers in many public and common areas, if an extinguisher is provided within each dwelling unit.	
F8	Section 907.2.3 Group E. An emergency voice/alarm communication system is now required in Group E occupancies with an occupant load of 30 or more. The previous edition of the IFC stated the fire alarm system was not required with an occupant load of "less than 50".	
F9	Section 907.4.1 Protection of Fire Alarm Control Unit. Previous editions of the IFC did not require the protection of certain fire alarm and detection components when the building was protected throughout by an automatic sprinkler system. This section has now been modified to require a single smoke detector, in areas not continuously occupied, at the location of each fire alarm control unit, notification appliance circuit power extenders and supervising station transmitting equipment.	
F10	Section 908.7 Carbon Monoxide Alarms. See item B11, pg 1.	
F11	Section 1011.2 Floor-Level Exit Signs in Group R-1. See item B13, pg 1.	
F12	Section 1030.9 Floor Identification Signs. This is a new section which requires floor identification signs to be maintained in an approved manner. Floor identification signs are required in exit enclosures connecting more than three stories. The sign shall identify the termination point at the top and bottom floors of the exit enclosure, whether roof access is available and the direction to and story of the exit discharge. The signs are also required at each floor level.	

<u>Significant Changes Between the 2006 and the 2012 International Codes</u>		Pg 3														
Item #	International Plumbing Code (IPC)															
P1	Table 403.1 Minimum Number of Required Plumbing Fixtures. Service sinks are no longer required in Group B and M occupancies where the occupant load does not exceed 15.															
P2	Section 403.2 Separate Facilities. This section has been modified as follows: 'Separate facilities (for each sex) shall not be required in mercantile occupancies in which the maximum occupant load is 100 or less'. (previously 50 or less)															
P3	Section 403.2.1 Family or Assisted-Use Toilet Facilities Serving as Separate facilities. See B20, pg 2.															
P4	Section 403.3.6 Door locking. Locking devices are now specifically prohibited on toilet room doors designed for multiple occupants.															
P5	Section 407.2 Bathtub Waste Outlets and Overflows. Even though most bathtubs are installed with overflows, the code text has not previously been clear as to whether or not an overflow was required. New language specifically states that bathtubs must be provided with an overflow outlet.															
Item #	International Mechanical Code (IMC)															
M1	Section 306.5 Equipment and Appliances on Roofs or Elevated Structures. This section has been modified so as to clarify that permanent access is required to equipment and appliances on a roof or elevated structure higher than 16 feet above grade by means of a permanent ladder.															
M2	Table 403.3 Minimum Ventilation Rates for Nail Salons. Footnote "h" has been modified to require nail salons to have a source capture system at each nail station. The exhaust from a station in a nail salon is required to capture the air contaminants at their source and terminate them to the outdoor atmosphere. A minimum exhaust rate of 50cfm is required at each station.															
M3	Section 505.1 Domestic Kitchen Exhaust Systems. In the past, it has been a common practice to combine bathroom exhaust with the exhaust from a domestic range hood. Manufacturers have not promoted this due to different air movement in different systems. Therefore, this section has been modified to require domestic kitchen exhaust systems to be independent of all other exhaust systems.															
M4	Section 506.3.8 Grease Duct Cleanouts and other Openings. Item #6 has been added to this section which requires gasket and sealing materials to be rated for not less than 1500 degrees F. (815.6 C)															
M5	Section 507.2 Type I or Type II Hood Required. A new exception has been added which states, "Where cooking appliances are equipped with integral down-draft exhaust systems and such appliances and exhaust systems are listed and labeled for the application, in accordance with NFPA 96, a hood shall not be required at or above them". This application is now common where the cooking is done in front of the customer directly at the table by use of a hibachi grill or similar appliance.															
M6	Section 507.2.1.2 Exhaust Flow Rate Label. Manufacturers of listed Type I commercial cooking hoods are now required to provide an information label attached to the hood specifying the listed minimum exhaust air flow for the hood based upon the cooking appliance duty classification.															
M7	Section 603.9 Joints, Seams and Connections. Unlisted duct tape is no longer permitted as a sealant on nonmetallic ducts. The previous limitation only applied to metal ducts.															
Item #	International Fuel Gas Code (IFGC)															
FG1	Section 401.9 Identification. Each section of pipe and each fitting utilized in a gas system must bear the identification of the manufacturer.															
FG2	Section 308.1 Clearance to Combustible Materials. This section has been clarified that gypsum board is to be considered a combustible material for the purpose of required clearances to combustibles.															
FG3	Section 408.4 Sediment Trap. An illustration of how a sediment trap is to be constructed is now included in order to clarify the intent of the provisions. In addition, decorative vented gas appliances and gas fireplaces are no longer required to be installed with a sediment trap. It was determined that these appliances are manually operated and the user would be in attendance, thus they would be aware of any problems.															
Item #	International Energy Conservation Code (IECC)															
EC1	<p>Table R402.1.1 Insulation and Fenestration Requirements by Component. This table has been modified to reflect the climatic conditions in our area.</p> <table border="0"> <tr> <td><u>Climate Zone:</u> 4</td> <td><u>Basement Wall R Value:</u> 10/13</td> </tr> <tr> <td><u>Fenestration U-factor:</u> 0.35</td> <td><u>Crawl Space Wall R Value:</u> 10/13</td> </tr> <tr> <td><u>Skylight U factor:</u> 0.55</td> <td><u>Note:</u> 8/13(10/13) means R-8 (R-10)continuous insulation on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement wall.</td> </tr> <tr> <td><u>Glazed Fenestration SHGC:</u> 0.40</td> <td></td> </tr> <tr> <td><u>Wood Frame Wall R Value:</u> 13</td> <td></td> </tr> <tr> <td><u>Mass Wall R Value:</u> 8/13</td> <td></td> </tr> <tr> <td><u>Floor R Value:</u> 19</td> <td></td> </tr> </table>		<u>Climate Zone:</u> 4	<u>Basement Wall R Value:</u> 10/13	<u>Fenestration U-factor:</u> 0.35	<u>Crawl Space Wall R Value:</u> 10/13	<u>Skylight U factor:</u> 0.55	<u>Note:</u> 8/13(10/13) means R-8 (R-10)continuous insulation on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement wall.	<u>Glazed Fenestration SHGC:</u> 0.40		<u>Wood Frame Wall R Value:</u> 13		<u>Mass Wall R Value:</u> 8/13		<u>Floor R Value:</u> 19	
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<u>Mass Wall R Value:</u> 8/13																
<u>Floor R Value:</u> 19																

EC2	Section R402.4.1.1 Installation. The components of the building envelope shall be installed in accordance with the manufacturer's instructions as applicable to the method of construction. Where required by the Code Official, an approved third party shall inspect all components and verify compliance.
EC3	Section R402.4.1.2 Testing. When required by the Code Official, the building or dwelling unit shall be tested and verified, by an approved third party, as having an air leakage rate not exceeding 5 air changes per hour. Testing shall be conducted with a blower door at a pressure of 0.2 inches w.c.
EC4	Section R402.4.2 Fireplaces. New wood burning fireplaces shall have tight-fitting flue dampers and outdoor combustion air.
EC5	Section R402.4.4 Recessed Lighting. Recessed luminaires installed in the building thermal envelope shall be sealed to limit air leakage between conditioned and unconditioned spaces. The luminaires shall be IC-rated and have an air leakage rate of not more than 2.0 cfm and shall be sealed with a gasket or caulk between the housing and the interior wall or ceiling covering.
EC6	Section R403.2.2 Insulation(ducts). Supply ducts in attics shall be insulated to a minimum of R-8. All other ducts shall be insulated to a minimum R-6. Exception: Ducts or portions thereof located completely within the building thermal envelope.
EC7	Section R403.2.3 Building Cavities. Building framing cavities shall not be used as ducts or plenums.
EC8	Section R403.4.1 Circulating Hot Water Systems. Circulating hot water systems shall be provided with an automatic or readily accessible manual switch that can turn off the hot-water circulating system when not in use.
EC9	Section R404.1 Lighting Equipment. Fuel gas lighting systems shall not have continuously burning pilot lights.
Item #	International Residential Code (IRC)
R1	Section R302.5.1 Garage Opening Protection. Doors between the garage and dwelling unit now require self-closing devices.
R2	Section R303 Mechanical Ventilation. All dwelling units require either natural or mechanical ventilation. Where windows, doors, louvers and other openings do not provide the minimum openable area (4% of the floor area being served) required for natural ventilation, mechanical ventilation is required. The code is now clear that the mechanical ventilation in this case be provided with a whole-house mechanical ventilation system. The definition of "Whole House Mechanical Ventilation System" is: "An exhaust system, supply system, or combination thereof that is designed to mechanically exchange indoor air for outdoor air when operating continuously or through a programmed intermittent schedule to satisfy the whole-house ventilation rate". Where the air infiltration rate of a dwelling unit is less than 5 air changes per hour when tested with a blower door at a pressure of 0.2 inch w.c (50 pascals), the dwelling unit shall be provided with a whole-house mechanical ventilation system.
R3	Section R310.1 Emergency Escape and Rescue Openings. The maximum sill height (still 44 inches) is now measured from the finished floor to the bottom of the clear opening. Previously the measurement was to the top of the sill.
R4	Section R301.2.2 Window Well Drainage. This section now requires window wells serving emergency escape and rescue openings to be designed so as to direct surface water to the foundation drainage system.
R5	Section R313 Automatic Fire Sprinkler Systems. This section requires an automatic fire sprinkler system to be installed in one and two family dwellings. Note: This section <u>may not</u> be enforced in violation of 2012 State of Kansas Statute Article 16, specifically 12-16,219 which prohibits <u>any</u> municipality from requiring the installation of fire sprinklers in any residential structure. Therefore, this section will be deleted.
R5	Section R312 Guards and Window Fall Protection. The IRC requires window sills to be at least 24 inches above the floor when the window opening is more than 6 feet above grade or other surface below the window. The code now provides three alternatives considered to be equivalent to the 24 inch sill height in preventing falls by children. <ul style="list-style-type: none"> • Window openings that do not allow passage of a 4 inch sphere. • Window fall protection device. • Window opening control device.
R6	Section R 314 Smoke Alarms. The code now specifically recognizes wireless smoke alarms as satisfying the interconnection requirements for both new and existing dwellings.
R7	Section R501.3 Fire Protection of Floors. The installation of ½ inch gypsum board, 5/8 inch wood structural panel, or other approved material is now required on the underside of floor assemblies consisting of I-joists, manufactured open web floor trusses, cold-formed steel framing and other materials and products considered most susceptible to collapse in a fire.
R8	Section R903.2.1 Roof Flashing Locations. These provisions have now been modified to require a "kick-out" flashing where the eave of a roof structure intersects a wall to prevent water intrusion into the wall assembly.
R9	Chapter 11 Energy Efficiency. The applicable provisions of the International Energy Conservation Code (IECC) replace all of the energy provisions of the IRC.

Item #	NFPA 70- National Electric Code- 2011 Edition (NEC)
NEC1	Article 200- 200.4 Neutral Conductors. This new section clarifies that neutral conductors are not permitted to be used for more than one branch circuit, for more than one multiwire branch circuit, or for more than one set of ungrounded feeder conductors unless specifically permitted elsewhere in this Code.
NEC 2	Article 210- 210.6 Branch- Circuit Voltage Limitations; (C) 277 Volts to Ground. Throughout the entire NEC, listed light-emitting diode type luminaires (LEDs) are now recognized. This new section states; "Circuits exceeding 120 volts, nominal, between conductors and not exceeding 277 volts, nominal, to ground shall be permitted to supply the following: (1) Listed electric discharge or listed light-emitting diode type luminaires".(items 2-6 did not change)
NEC 3	Article 210- 210.12 Arc- Fault Circuit Interrupter Protection; (A) Dwelling Units. All 120 volt, single phase, 15 and 20 amp circuits supplying outlets installed in dwelling unit family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreation rooms, closets, hallways, or similar rooms or areas shall be protected by a listed arc-fault circuit interrupter, combination type, installed to provide protection of the branch circuit.(2005 NEC required AFCI protection in bedrooms only) Note: Two exceptions have been added: <u>Exception No. 1</u> If RMC(rigid metal conduit), IMC(intermediate metal conduit), EMT(electrical metallic tubing), or steel armored Type AC(aluminum construction) cables meeting the requirements of 210.118 and metal outlet and junction boxes are installed for the portion of the branch circuit between the branch-circuit overcurrent device and the first outlet, it shall be permitted to install an outlet branch circuit Type AFCI, at the first outlet to provide protection for the remaining portion of the branch circuit. <u>Exception #3</u> If an individual branch circuit to a fire alarm system installed in accordance with 760.41(B) and 760.121(B)is installed in RMC, IMC, EMT, or steel sheathed cable Type AC or Type MC(multi-circuit), meeting the requirements of 250.118, with metal outlet and junction boxes, AFCI protection shall be permitted to be omitted.
NEC 4	Article 210- 210.12 Arc-Fault Circuit Interrupter Protection;(B) Branch Circuit Extensions or Modifications- Dwelling Units. New AFCI requirements have been added to 210.12(B) to address branch- circuit modifications, replacements, or extensions. A listed outlet type AFCI is now permitted to be installed at the first receptacle outlet of an existing branch circuit to protect any modifications, replacements, or extensions.
NEC 5	Article 210- 210.52 Dwelling Unit Receptacle Outlets;(A) General Provisions; (1) Wall Space. New text has been added to 201.52(A)(2) to clarify that where fixed cabinets are installed, that portion of the wall space is excluded from the receptacle outlet requirement.
NEC 6	Article 210-210.52 Dwelling Unit Receptacle Outlets; (A) General Provisions;(4) Countertop Receptacles. This revision now prohibits the installer from including receptacles installed to serve countertops when applying the rule 210.52(A) for general wall spaces. For example, consider a receptacle outlet mounted at the end of a kitchen countertop. At the end of the countertop the wall continues for 3 feet and ends at a doorway. A physical measurement from the receptacle mounted at the end of the kitchen countertop and the edge of the doorframe is 4 feet. This would appear to satisfy the general 6 foot requirement. However, using a counter-mounted receptacle is now clearly prohibited. Therefore, a receptacle would be required in the wall space next to the counter.
NEC 7	Article 210- 210.52 Dwelling Unit Receptacle Outlets; (C) Countertops;(5) Receptacle Outlet Location. Previous text of this section would only allow the required receptacles to be installed above, but not more than (20 inches) above the countertop. A revision to this section will now allow a countertop receptacle, listed for the application, to be installed in countertops. This addresses the several listed receptacle assemblies on the market today, including the tombstone, the pop-up and other styles.
NEC 8	Article 210-210.52 Dwelling Unit Receptacle Outlets;(D) Bathrooms. The general rule of 210.52(D) requires that all dwelling unit bathrooms have a receptacle(GFCI) protected not more than 3 feet from the outside edge of each basin. The location was limited to the wall or partition adjacent to the basin or basin countertop, or the side or face of the basin cabinet not more than 12 inches below the countertop. The permitted location has now been expanded to allow tombstone style or other receptacles, listed for the application, to be mounted directly on, or in, the basin countertop.
NEC 9	Article 210-210.52 Dwelling Unit Receptacle Outlets; (E) Outdoor Outlets; (3) Balconies, Decks, and Porches. All balconies, decks, and porches that are accessible from inside a dwelling unit are now required to have at least one receptacle outlet installed within the perimeter of the balcony, deck, or porch. Previous text of this section allowed an exception for such structures with a usable area of less than 20 square feet. This exception has been deleted.
NEC 10	Article 210- 210.52 Dwelling Unit Receptacle Outlets; (G) Basements, Garages, and Accessory Buildings. This section has been expanded and revised to now require all accessory buildings for a single-family dwelling, such as sheds, greenhouses, pool houses, etc., <u>that are supplied with electricity</u> to have at least one receptacle outlet in addition to those for the specific equipment installed.

NEC 11	<p>Article 406- 406.4 Receptacle Replacement; (D)(4) Arc-Fault Circuit-Interrupter Protection. This new list item (4) has been added to address AFCIs and requires a replacement receptacle to be one of the following:</p> <ol style="list-style-type: none"> 1. A listed outlet branch circuit type AFCI receptacle. 2. A receptacle protected by a listed outlet branch circuit type AFCI receptacle. 3. A receptacle protected by a listed combination type AFCI circuit breaker. <p>(effective January 1, 2014)</p> <p style="text-align: right;">Significant Changes between the 2006 and the 2012 International Codes pg 6</p>
NEC 12	<p>Article 406-406.4 (D) (5) Tamper-Resistant Receptacles, (6) Weather-Resistant Receptacles. New list item (5) requires that where receptacle replacements are made at outlets required to be tamper-resistant receptacles, the replacement device must be a tamper-resistant type. New list item (6) requires that where receptacle replacements are made at outlets required to be weather-resistant receptacles, the replacement device must be a weather resistant type. This is one of the instances in the NEC where an existing device is required to be upgraded upon replacement.</p>
NEC 13	<p>Article 406-406.12 Tamper-Resistant Receptacles in Dwelling Units. This section requires that all non-locking type 125-volt, 15 and 20 ampere receptacles be listed tamper-resistant receptacles. It has been revised to include (4) exceptions as follows:</p> <ol style="list-style-type: none"> 1. Receptacles located more than 5 ½ feet above the floor. 2. Receptacles that are part of a luminaire or appliance. 3. A single receptacle or a duplex receptacle for two appliances located within a dedicated space for each appliance, that, in normal use, is not easily moved from one place to another and that is cord-and-plug connected. (Example: stackable washer and dryer) 4. Nongrounding receptacles used for replacements. <p><u>Note:</u> Neighboring jurisdictions have deleted this requirement at this time and will reconsider during the next code change cycle.</p>
NEC 14	<p>Article 424-424.44 Installation of Cables in Concrete or Poured Masonry Floors;(G) Ground-Fault Circuit-Interrupter Protection. This section has been revised to now require heating cable, when installed in kitchen floors, to be GFCI protected. The previous requirement was limited to bathrooms and hydromassage bathtub locations.</p>
NEC 15	<p>Article 590- 590.4 Temporary Installations; (D) Receptacles. This section has been revised to clarify that receptacles on construction sites must not be installed on any branch circuit that supplies temporary lighting.</p>
NEC 16	<p>Article 680- 680.21 Swimming Pools, Fountains, and Similar installations; (C) GFCI Protection. This section has been revised to now require <u>all</u> motors falling within the range of 120 volts to 240 volts that are either directly connected or connected by a cord and attachment plug through a receptacle to be GFCI protected. As previously worded, the GFCI requirement literally did not apply to 200, 208, or 220 volt motors.</p>

Summary of Amendments to the

2012 International Codes

Prairie Village, Kansas

In _____ of 2013, the Governing Body of the City of Prairie Village adopted the 2012 International Codes as follows:

2012 International Building Code (IBC)
2012 International Residential Code (IRC)
2012 International Plumbing Code (IPC)
2012 International Mechanical Code (IMC)
2012 International Fuel Gas Code (IFGC)
2012 International Energy Conservation Code (IECC)
2012 International Fire Code (IFC)
2012 International Property Maintenance Code (IPMC)

In addition, the Governing Body adopted the 2011 NFPA 70; National Electrical Code (NEC).

These codes will become effective _____, _____, 2013. The attached documents summarize the amendments to the technical provisions of the codes as noted above. They do not in any way substitute the requirements as established in the applicable Ordinances. They also do not include changes or amendments to the “administrative” sections of the codes. The purpose of the summary is to assist interested parties in becoming familiar with the technical amendments to the codes.

You may call or e-mail me with any questions or concerns regarding the code amendments and/or the 2012 International Codes.

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Summary of Amendments

2012 International Building Code (IBC)

Prairie Village, Kansas

Note: These amendments are reflected in Chapter 7 of the Prairie Village Municipal Code (PVMC)

Section 903.3.5 Water supplies.

1. The code was amended to require a main control valve on the riser which provides a means to isolate the fire service main from the automatic sprinkler system.
2. The code was amended to require that the main control valves be accessible. Dimensions are provided for the aisle leading to the valve and the space in front of the valve.

Section 903.4 Sprinkler system monitoring and alarms.

1. The code was amended to indicate that isolation valves located in pits do not have to be monitored if they are chained and/or locked in the open position.
2. The code was amended to require floor control valves in multi-floor buildings (not just high-rise buildings). 13R and 13D systems are exempt.

Section 907.2.3 Group E.

The code was amended so as not to require emergency voice/alarm communications systems in Group E occupancies that can be classified as “day care” or as an “accessory to religious worship” area.

Section 907.6 Installation.

The code was amended to require the monitoring agency/company to be listed by a nationally recognized agency.

Section 912.3 Access.

The code was amended to require that the fire department connection be fitted with a five inch (5”) Storz quick coupling.

Section 1022.9 Floor identification signs.

The code was amended to require color coding for floor identification signs.

Section 2901.1 Scope.

The code was amended to refer the user to the IPC.

Section 2902 Minimum plumbing facilities.

This section was deleted and refers the user to the IPC.

Section 3103.1 General. (Temporary structures)

The code was amended to change the threshold to require a permit, from 120 square feet to 900 square feet.

Summary of Amendments
2012 International Residential Code (IRC)
Prairie Village, Kansas

Note: These amendments are reflected in Chapter 4 of the PVMC

Table R301.2.1 Climatic and Geographic Design Criteria.

The code was amended to insert and reflect the design and climatic criteria applicable to Prairie Village.

Section R302.2 Townhouses.

The code was amended to state walls separating units will be required to be separated by two (2) one hour rated walls, or a single two (2) hour rated wall.

Section R303.3 Mechanical ventilation.

The code was amended to require mechanical ventilation per M1507.3 when the air infiltration rate is determined to be 5 ACH or less.

Section R306.5 New single family dwelling toilet facilities.

The code was amended and now requires that toilet facilities be made available for workers.

Section R309.9 Residential driveways.

The code was amended and now requires residential driveways of asphalt or concrete to be a minimum of four inches (4") thick.

Section R315.1 Carbon monoxide alarms.

The code was amended to include some exceptions as to when carbon monoxide detectors are required for alterations and repairs. The exceptions are the same as the requirements to provide smoke detectors.

Section R328 Physical security.

The code was amended in order to provide language which addresses the construction requirements related to physical security issues. These requirements only apply to dwellings that fall within the scope of the IRC.

Section R401.2 Requirements (foundations)

The code was amended as follows:

1. Establishes specific criteria as to when a foundation is required to be designed by an engineer.
2. Requires continuous horizontal reinforcement in footings to be a minimum of two (2) #4 bars.
3. Establishes a maximum spacing for anchor bolts @ 3 feet on center.

Section R405.1 Concrete or masonry foundations.

The code was amended to provide an exception for the requirement to provide a filter membrane around perforated pipe or gravel/crushed stone drains. The exception will allow the placement of additional rock/gravel

IRC (cont.)

Section R501.3 Fire protection of floors.

The code was amended and re-titles the section “Open web floor trusses”. The requirement to provide fire protection of floors was restricted to those floors constructed with open web floor trusses.

Section R506.3 Design required.

The code was amended to now require a design for concrete floors that exceed the fill limits specified in R506.2.1.

Section R506.4 Basement floor slab isolation.

The code was amended to now require that floors be isolated from column pads, interior columns and interior bearing walls.

Section R602.6 Drilling and notching of studs.

The code was amended to allow the metal strap to be attached to each side of the top plate with 4-10d nails on each side of the cut or opening.

Table N1102.1.1 Insulation and fenestration requirements by components.

The table was amended as follows:

1. Reflects Zone 4 only.
2. Requires minimum of R13 in wood frame walls.
3. Reflects there is no requirement for insulating slabs.

Section N1102.4 Air leakage.

The code was amended as follows:

1. Sets forth a threshold for air leakage at 5 ACH.
2. Testing for air leakage is to be undertaken, as required, by the code official.

Table N 1102.4.1.1 Air barrier and insulation installation.

The table was amended as follows:

1. The requirement for corners and headers in walls to be insulated has been deleted.
2. The requirement for the insulation of the rim joist has been deleted.
3. The requirement for fire places to have a gasketed door has been deleted.

Section N1103.2 Ducts.

The code was amended as follows:

1. Testing of duct tightness is at the discretion of the code official.
2. A “leakage to the outdoors” test versus a “total leakage” test is allowed at the post-construction phase.
The test criterion is 8 cfm per 100 square feet.

IRC (cont.)

Section N1104.1 Lighting equipment.

The code was amended to delete the requirement for 75% of the permanently installed lighting fixtures to have high-efficacy lamps.

Section P2503.3 Responsibility of permittee.

The code was amended to indicate that the testing of DVW piping at the rough-in stage and the testing of the building sanitary/sewer will be at the discretion of the code official.

Section E3902.2 Garage and accessory building receptacles.

The code was amended to exempt the receptacle(s) supplying the garage door opener(s) from the requirement to have GFCI protection.

Section E3902.5 Unfinished basement receptacles.

The code was amended to exempt the receptacle supplying a sump pump from the requirement to have GFCI protection.

Section E3902.12 Arc-fault circuit-interrupters.

The code was amended to require arc-fault circuit-interrupters (AFCI) in bedrooms only.

Section E4002.14 Tamper-resistant receptacles.

This section was deleted in its entirety.

Appendix G- Section AG 105.2 Outdoor swimming pool.

The code was amended to allow closer spacing (32") of the horizontal members with regard to fences and barriers.

Summary of Amendments

2012 International Plumbing Code (IPC)

Prairie Village, Kansas

Note: These amendments are reflected in Chapter 4 of the PVMC

Section 305.4 Freezing.

The code was amended as follows:

1. Establishes a frost line depth of 36 inches (36"). Water piping is to be installed not less than six inches (6") below frost depth.

Table 403.1 Minimum number of required plumbing fixtures.

The table was amended as follows:

1. Drinking fountains are not required in an "B" occupancy with an occupant load of 15 or less.
2. Drinking fountains are not required in an "M" occupancy with an occupant load of 50 or less.

Section R715.1 Sewage backflow.

The code was amended to reflect backwater valves are to be installed when required by Johnson County Waste Water.

Summary of Amendments

2012 International Mechanical Code (IMC)

Prairie Village, Kansas

Note: The International Mechanical Code is reflected in Chapter 4 of the PVMC

No technical amendments were made to the International Mechanical Code.

Summary of Amendments

2012 International Fuel Gas Code (IFGC)

Prairie Village, Kansas

Note: The amendment is reflected in Chapter 4 of the PVMC

Section 301.16 Protection from physical damage.

The code was amended to require the meters supplying gas to be protected from physical damage when located adjacent to parking spaces or vehicular driveways.

Summary of Amendments
2012 International Energy Conservation Code (IECC)
Prairie Village, Kansas

Note: These amendments are reflected in Chapter 4 of the PVMC

Table C402.2 Opaque thermal envelope requirements

The table was amended as follows:

1. The table was amended to reflect Zone 4 only.
2. The requirement for insulation entirely above deck was amended to R-20ci versus the R-25ci shown in the text.
3. The requirement for wood frame walls was amended back to R-13 versus the R-20 shown in the text.

Section C402.3 Fenestration.

The code was amended to increase the maximum area of vertical fenestration to 40% versus the 30% as stated in the code.

Section C406 Requirements- Additional efficiency package options.

This section was deleted in its entirety.

Section C408 System commissioning.

This section was deleted in its entirety.

Table R402.1.1 Insulation and fenestration requirements by component.

The table was amended as follows:

1. The table was amended to reflect Zone 4 only.
2. The table was amended to only require R13 in wood framed walls.
3. The table was amended to reflect there is no requirement for insulating slabs.

Section R402.4 Air leakage.

The code was amended as follows:

1. The amended language sets forth a threshold for air leakage at 5 ACH.
2. The amended language indicates that testing for air leakage is to be undertaken, as required, by the code official.

Section R403.2 Ducts.

The code was amended as follows:

1. The testing for duct tightness is at the discretion of the code official.
2. The code was amended to allow for a "leakage to the outdoors" test versus a "total leakage" test at the post-construction phase. The criterion for the test is 8 cfm per 100 square feet.

IECC (cont.)

Section R403.4 Circulating hot water systems.

The code was amended to reflect the requirement to provide an automatic or readily accessible manual switch.

Section 404.1 Lighting equipment.

The code was amended to delete the requirement that 75% of the permanently installed lighting fixtures be equipped with high-efficacy lamps.

Section R404.1.1 Lighting equipment.

The code was amended to reflect that all fuel gas systems shall not have a continuously burning pilot light.

Summary of Amendments

2011 National Electrical Code (NEC) (NFPA 70)

Prairie Village, Kansas

Note: These amendments are reflected in Chapter 4 of the PVMC

Article 210.12 Arc-fault circuit-interrupters.

The code was amended to require arc-fault circuit-interrupters in bedrooms only.

Article 334.10 Permitted uses.

The code was amended to allow the use of Type NM, Type NMC and Type NMS cables in all types of structures regardless of construction type.

Article 406.12 Tamper-resistant receptacles in dwelling units.

This section of the code has been deleted.

Summary of Amendments
2012 International Fire Code (IFC)
Prairie Village, Kansas

Note: These amendments are reflected in Chapter 7 of the PVMC

Section 307 Open burning, recreational fires and portable outdoor fireplaces.

The code was amended to prohibit burning in any device, when winds are in excess of 15 mph.

Section 308 Open flames.

The code was amended by deleting exception #3 under Section 308.1.4. Exception #3 addressed LP cooking devices.

Section 314.4 Vehicles.

The code was amended to grant the Fire Code Official the authority to approve a greater or lesser quantity of fuel.

Section 503.3 Marking.

The code was amended to provide a more specific direction and guidance concerning signage requirements for the marking of fire lanes.

Section 503.6 Security gates.

The code was amended to reflect specific requirements for emergency response personnel..

Section 505.1 Address numbers.

The code was amended as follows:

1. Provides specific requirements for address numbers and letters based on occupancy type.
2. Provides allowances for a second set of address numbers on multi-tenant shopping centers.
3. Provides the Fire Code Official the authority to require additional markings if it would be beneficial to emergency response personnel.

Section 505.2 Street or road signs.

The code was amended to provide more specific direction regarding the size and type of letters and numerals.

Section 506.2 Key box maintenance.

The code was amended to require that the key box be maintained in working order by the owner/occupant of the building.

Section 507.1 Required water supply.

The code was amended to require that the water district serving a given area notify the fire department of any failure or other interruption of the water distribution system; hydrant repair; main breaks; and pump failures.

IFC (cont.)

Section 507.5 Fire hydrant systems.

The code was amended as follows:

1. Section 507.5.1 was amended by deleting Exception #2. Exception #2 would have allowed buildings equipped with automatic sprinklers to be served by a fire hydrant within 600 feet of the structure.
2. Section 507.5.3 was amended to require private fire hydrants to be painted "red".

Section 509.1 Identification.

The code was amended to set forth the standards for lettering requirements.

Section 903.3.5 Water supplies.

The code was amended to require a main control valve on the riser which provides a means to isolate the fire service main from the automatic sprinkler system. In addition, the code was amended to require that the main control valve be accessible. Specific dimensions are provided for the aisle leading to the valve and the space in front of the valve.

Section 903.4 Sprinkler system monitoring and alarms.

The code was amended to indicate that existing isolation valves located in pits do not have to be monitored if they are chained and/or locked in the open position. The code was also amended to require floor control valves in multi-floor buildings (not just high rise buildings). 13R and 13D systems are exempt.

Section 907.6 Installation.

The code was amended to require the monitoring agency/company to be listed by a nationally recognized agency.

Section 912.3 Access.

The code was amended to require that the fire department connection be fitted with a five inch (5") Storz quick coupling.

Section 913.4 Valve supervision.

The code was amended to not allow the locking of valves in the open position, or the sealing of valves with weekly inspection.

Section 1022.9 Floor identification signs.

The code was amended to require color coding for floor identification signs.

Section 1103.2 Emergency responder radio coverage in existing buildings.

This section has been deleted.

Section 1103.9 Carbon monoxide alarms. (Existing group I or R occupancies)

This section has been deleted.

Section 1104.24 Egress path markings. (Existing high-rise structures)

This section has been deleted.

IFC (cont.)

Section 3103.2 Approval required (Tents and membrane structures > 400 s.f.)

This section has been deleted.

Section 5601.1 Scope. (Explosives and fireworks)

The code was amended to refer the user to the Prairie Village Municipal Code for further limitations on the storage and handling of fireworks.

Section 5604.4.1 General (Explosive materials storage and handling)

The code was amended to refer the user to the Prairie Village Municipal Code for further limitations on the storage and handling of explosive materials.

Section 5704.2.13 Abandonment and status of tanks.

The code was amended to reflect that tanks are not allowed to be abandoned in place.

Appendix D; D107.1 One or two family dwelling residential developments.

The code was amended to modify the threshold for the number of dwelling units in a development to 50.

Summary of Amendments

2012 International Property Maintenance Code (IPMC)

Prairie Village, Kansas

Note: These amendments are reflected in Chapter 8 of the PVMC

Section 304.14 Insect screens.

The code was amended to require insect screens on every opening during the period of May 15 through October 15.

Section 602.3 Heat supply.

The code was amended to require heat to be provided to dwelling units October 15 through May 15.

Section 602.4 Occupiable work spaces.

The code was amended to require heat to be provided in certain work areas October 15 through May 15.

Table 606.1 Inspection and test intervals in “months”.

The table was amended to set forth the requirements for inspections of elevator equipment.

ORDINANCE 2278

AN ORDINANCE AMENDING CHAPTER IV OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "BUILDINGS AND CONSTRUCTION" BY AMENDING ARTICLE 1 ENTITLED "BUILDING CODE" TO INCORPORATE BY REFERENCE THE "INTERNATIONAL BUILDING CODE, 2012 EDITION" AND ADOPTING A NEW ARTICLE OF LIKE NAME AND NUMBER.

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

Section I.

Article I of Chapter IV of the Prairie Village Municipal Code, 2003, is hereby amended to read as follows:

ARTICLE 1. INTERNATIONAL BUILDING CODE (IBC)

4-101. INTERNATIONAL BUILDING CODE INCORPORATED. In addition to the other provisions set forth in this chapter there is hereby adopted and incorporated by reference that certain building code known as the "International Building Code," 2012 edition, copyrighted in 2011 by the International Code Council, (hereinafter referred to as the "IBC" or "Building Code") except for the amendments provided in this Article. Not less than one copy of the building code shall be marked or stamped "Official Copy as Adopted by Ordinance No. _____." A copy of this ordinance shall be attached to each International Building Code copy and shall be filed with City Hall to be open for inspection and available to the public at all reasonable business hours. The Municipal Court, and all administrative departments of the City charged with the enforcement of this code shall be supplied, at the cost of the city, with such numbers of official copies similarly marked as deemed expedient.

The following Sections of this article are in addition to or amendments of the provisions of the standard code incorporated by reference in Section 4-101.

4-102. AMENDMENTS TO SECTION 101.1 – TITLE. Section 101.0 of the 2012 IBC is hereby amended to read as follows:
These regulations shall be known as the Building Code of the City of Prairie Village, Kansas, hereinafter referred to as the "IBC" or "this code".

4-103. AMENDMENTS TO SECTION 101.4 – REFERENCED CODES. Section 101.4 – of the 2012 IBC is hereby amended to read as follows:
The other codes listed in Sections 101.4.1 through 101.4.7 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the International Fuel Gas Code (PVMC Chapter 4, Article 5) shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements shall apply to the gas piping systems extending from the point of delivery to the

inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the International Mechanical Code (PVMC Chapter 4, Article 5) shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilation, heating, cooling, air conditioning and refrigeration systems, incinerators and other energy related systems.

101.4.3 Plumbing. The provisions of the International Plumbing Code (PVMC Chapter 4, Article 3) shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.4 Property maintenance. The provisions of the International Property Maintenance Code, (PVMC Chapter 8, Article 2), shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.5 Fire prevention. The provisions of the International Fire Code, (PVMC Chapter 7 Article 2), shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the International Energy Conservation Code (PVMC Chapter 4, Article 6) shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Electrical. The provisions of the NFPA 70 National Electrical Code (PVMC Chapter 4, Article 7) shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

4-104. SECTION 103.2 DELETED. Section 103.2 of the 2012 IBC is hereby deleted.

4-105. AMENDMENTS TO SECTION 104.1 – DUTIES AND POWERS OF THE BUILDING OFFICIAL. Section 104.1 of the 2012 IBC is hereby amended to read as follows:

The Building Official is hereby authorized and directed to enforce the provisions of this code. The Building Official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

4-106. AMENDMENTS SECTION 105.1- PERMIT REQUIRED. Section 105.1 of the 2012 IBC is hereby amended to read as follows:

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, plumbing, fire alarm, fire detection, automatic fire extinguishing, or where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used, the installation of which is regulated by this Code, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit.

4-107. SECTION 105.1.1 – DELETED. Section 105.1.1 of the 2012 IBC is hereby deleted.

4-108. SECTION 105.1.2 – DELETED. Section 105.1.2 of the 2012 IBC is hereby deleted.

4-109. AMENDMENTS TO SECTION 105.1.3 – COUNTY AND CITY LICENSE REQUIRED. Section 105.1.3 of the 2012 IBC is hereby added as follows:

All persons undertaking work which requires a permit as provided in Section 105, or seeking to obtain that permit from the City are required to have a currently valid contractor's license from Johnson County Contractor's Licensing Program and a currently valid contractor's license from the City.

Exception: The owner of a single family dwelling shall be allowed to secure a permit to construct, alter, or repair said home provided the following conditions are met:

1. The homeowner currently occupies the dwelling or will occupy the residence once the construction has been completed.
2. The homeowner undertakes the work themselves, without compensation and no person shall be employed to assist the homeowner in any way on such work except a builder or building contractor licensed by the City.

The Building Official may waive the provisions of this Section where it can be established that no license exists for the installation, alteration, or repair of a certain type of work requiring a permit, or due to other unique circumstances.

4-110. AMENDMENTS TO SECTION 105.2 – WORK EXEMPT FROM PERMIT. Section 105.2 of the 2012 IBC is hereby amended to read as follows:

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. Sidewalks and driveways not more than 30 inches above adjacent grade and not over any basement or story below and are not part of an accessible route. Note: Right-of-way permits are required for sidewalk or driveway installation or replacement in the

public right-of-way. All right-of-way permits are to be obtained from the Department of Public Works.

2. Re-siding the dwelling or structure with materials other than stucco or EIFS.
3. Minor maintenance or repair work consisting of painting, papering, tiling, carpeting, cabinets, counter tops and similar work.
4. Temporary motion picture, television and theater stage sets and scenery.
5. Prefabricated swimming pools accessory to Group R-3 occupancy, as applicable in Subsection 101.2, which are less than 24 inches deep, do not exceed 5,000 gallons and are installed entirely above ground. Note: Said swimming pools must be located in the rear yard.
6. Swings and other playground equipment accessory to one- and two- family dwellings.
7. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support.
8. Non fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height.

Electrical:

1. Listed cord and plug connected temporary decorative lighting.
2. Minor repair work or replacement of lamps, or branch circuit over current devices of the required capacity in the same location.
3. Repair or replacement of electrical wiring, devices, appliances apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy, and not part of a fire alarm system.
4. Reinstallation of attachment plug receptacles, but not the outlet therefore.
5. Portable motors or other portable appliances energized by means of a cord having an attachment plug end to be connected to an approved receptacle, when that cord is permitted by this code.
6. Repair or replacement of fixed motors, transformers or fixed approved appliances of the same type and rating in the same location.
7. A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds or less of refrigerant and actuated by motors of 1 horsepower or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new

material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, sinks, and lavatories in the same location.

105.2.1 EMERGENCY REPAIRS. Where equipment replacement and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the Building Official.

105.2.2 REPAIRS. Application or notice to the Building Official is not required for ordinary repairs to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

Section 105.2.3 of the 2012 IBC is hereby added to read as follows:

105.2.3 PUBLIC SERVICE AGENCIES. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

4-111. AMENDMENTS TO SECTION 105.3 – APPLICATION FOR PERMIT. Section 105.3 of the 2012 IBC is hereby amended to read as follows:

To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the Department of Building Safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by construction documents and other information as required in Section 107.
5. State the valuation of the proposed work.
6. Be signed by the applicant, or the applicant's authorized agent.
7. Give such other data and information as required by the Building Official.

It shall be unlawful for any person to erect or cause to be erected within the City any building or structure of any kind or enlarge or add to the outside dimension thereof, or relocate any building or structure within the City without a building permit being first obtained upon approval by the Building Official or his or her duly authorized assistant.

The application for such permit shall be made and the permit obtained before work is commenced upon any building or structure or the foundation thereof, or before the removal of any building begins.

PERFORMANCE BOND. The Building Official may require from the contractor a good and sufficient surety performance bond in the amount of \$5,000 at the time of issuance of the building permit for significant construction projects. The performance bond shall be issued by a surety company licensed and qualified to operate in the State of Kansas and approved by the City with a duly appointed agent.

Significant construction projects are defined as construction projects which will exceed \$100,000. Also the Building Official and the Public Works Director will determine whether a bond will be required and the amount not to exceed \$5,000 for those situations involving individual homeowners filing permit applications for minor buildings, structures, or additions. The performance bond will be approved by the Building Official predicated and guaranteed upon the fact that the permit applicant shall be and is, in fact, a guarantor that the streets and sidewalks in the area that they are working in shall remain free and clear of dirt, mud, gravel and other debris. When the area does not remain free and clear of dirt, mud, gravel and other debris, the Building Official shall provide notice of same to the permittee. Upon receipt of such notification, the permittee shall be allowed a period of two hours in which to remedy any and all defects caused by the acts of the contractor. If action has not been taken within the two hour period, or if such action fails to adequately remedy all defects within the affected area, then the Building Official or his/her authorized representative may direct the City to perform such duties and assess all cleanup charges against the performance bond. The cleanup charge will be based upon the cost to the City for actual cleanup, as determined by the Building Official and the Director of Public Works.

105.3.1 ACTION ON APPLICATION. The Building Official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons therefore. If the Building Official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the Building Official shall issue a permit therefore as soon as practicable.

105.3.2 TIME LIMITATION OF APPLICATION. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.3.3 APPLICATION FOR PERMIT TO MOVE A BUILDING OR OTHER STRUCTURE. Application for a permit to move a building or other structure shall include the information as required in Sections 105.3.3.1 or 105.3.3.2. The application shall be made not less than 14 calendar days prior to the commencement of the move and be accompanied by a fee of \$500. Buildings or structures shall not be lifted off their foundation until a permit to move the building or structure has been obtained. No person, firm or corporation shall move, haul, or transport any building or structure of the height when loaded for movement of 16 feet or more from the surface of the highway, road, street or alley, or a width of eight feet or more in this city without first obtaining a permit therefore.

105.3.3.1 MOVING BUILDINGS OR STRUCTURES WITHIN OR INTO THE CITY LIMITS. A permit for a foundation, or new single family dwelling or a remodel permit shall be secured prior to the issuance of a permit to move a building or structure. The foundation shall be constructed prior to the building or structure being moved. All applications for permits to move buildings or structures within the City limits of Prairie Village or into the City shall include the following information:

1. The dimensions of the building or structure as to length, width, and height at its highest point when loaded for moving.
2. A letter verifying that all utilities have been disconnected, i.e. gas, electric, water, and sewer. A verbal or electronic communication from the utility company is acceptable in lieu of a letter.
3. A letter or electronic communication from any utility company having overhead lines along the proposed route indicating that they have approved the route.
4. Letters from the Police Department and the Public Works Department approving the date, time and route of the move.
5. A letter indicating the day and hour when the move is to start; the length of time required for the move; and the number of escort vehicles. In no event will a move be allowed on a Saturday or Sunday or a holiday unless specifically allowed by the Public Works Director and the Police Chief.
6. A map showing the route of the move.
7. A copy of the state highway move permit, if applicable.
8. Copies of written notices to the owners of adjacent lots along the route who may be affected by utility disconnects. The letter will provide the date and time of the move.
9. Written permission from the private property owner(s) to trim any trees on private property necessary to provide clearance for the move along the approved route.
10. Written permission from the City of Prairie Village Public Works Department to trim trees in the public right-of-way necessary to provide clearance for the move along the approved route.
11. Sewer permit from Johnson County Wastewater.
12. Water meter permit from WaterOne.
13. Verification from the Codes Administration Department that the building or structure to be moved is compatible with adjacent buildings or structures in the area where the building or structure is to be moved.
14. Verification from the Codes Administration Department that the building or structure meets current adopted codes and standards.
15. A plot plan, sealed by a Kansas design professional, showing the property or lot where the building or structure is to be moved. A legal description of the property shall be included.

105.3.3.2 BUILDINGS OR STRUCTURES BEING MOVED OUT OF THE CITY OR PASSING THROUGH THE CITY. All permit applications for moving buildings or structures out of or through the City shall include the following:

1. The dimensions of the building or structure as to length, width, and height at its highest point when loaded for moving.
2. A letter verifying that all utilities have been disconnected, i.e. gas, electric, water and sewer. A verbal or electronic communication from the utility company is acceptable in lieu of a letter.

3. A letter or electronic communication from any utility company having overhead lines along the proposed route indicating that they have approved the route.
4. A letter indicating the day and hour when the move is to start; the length of time required for the move; and the number of escort vehicles. In no event will a move be allowed on a Saturday or Sunday or a holiday unless specifically allowed by the Public Works Director and the Police Chief.
5. A map showing the route of the move.
6. A copy of the state highway move permit, if applicable.
7. Letters from the Police Department and the Public Works Department approving the route of the move and the date and time of the move.
8. Copies of written notices to the owners of adjacent lots along the route who may be affected by utility disconnects. The letter will provide the date and time of the move.
9. Written permission from the private property owner(s) to trim any trees on private property necessary to provide clearance for the move along the approved route.
10. Written permission from the City of Prairie Village Public Works Department to trim trees in the public right-of-way to provide clearance for the move along the approved route.
11. A plot plan, sealed by a Kansas design professional, showing the property or lot where the building is to be removed. A legal description of the property is to be included.

105.3.3.3 BOND AND INSURANCE REQUIRED. It shall be the duty of any person at the time of making application for permit as provided in Section 105.3 to execute in favor of this City a good and sufficient bond to the City in the sum of \$10,000 with good and sufficient security, conditioned, among other things, that the principal shall pay any and all damages which may be caused to any property, public or private, within the City when such injury or damage shall be inflicted by the principal or his or her agent, servant, employee, workman, contractor, subcontractor, and such bond shall be conditioned so that the principal will serve, indemnify, protect and save harmless the City from any and all liability, and that he or she will, in all respects, comply with all ordinances of the City and comply with the terms of his or her permit and be conditional upon his or her faithful performance of the move. The form of such bond must be approved by the City Attorney.

The applicant shall file with the City a certificate of insurance, demonstrating evidence of satisfactory Commercial General Liability and Automobile Liability insurance. No permit shall be issued until such evidence is filed.

Policies of insurance must contain the following limits of protection and conditions:

1. Commercial General Liability insurance on an occurrence basis in amounts no less than \$500,000 bodily injury and property damage per occurrence.
2. Automobile Liability insurance in an amount no less than \$250,000 bodily injury each person/\$500,000 bodily injury each occurrence/\$250,000 property damage each occurrence; or \$500,000 bodily injury and property damage combined single limit.

The City will only accept coverage from an insurance carrier meeting these criteria:

1. Is licensed to do business in the State of Kansas; and
2. Carries a Best's policyholder and financial rating of A:

3. Carries at least a Class X financial rating;
4. Or is a company mutually agreed upon by the City and the applicant.
5. The City shall be notified in writing not less than 30 days prior to cancellation or material modification of any policy provisions.

105.3.3.4 CONDITIONS OF THE PERMIT. In addition to other provisions of this code, the permit holder shall be responsible for compliance of the following:

1. Move a building or structure only over streets approved by the Department of Public Works and the Chief of Police and designated for such use in the written application.
2. Notify the Building Official within 48 hours of move in writing of a desired change in moving date and route of move as proposed in the application. Change of route must be approved by the Building Official, the Director of Public Works and the Chief of Police prior to initiating the move.
3. Notify the Building Official in writing of any and all damages to public and private property within 24 hours after damage has occurred.
4. It shall be the duty of any persons moving any building or structure to display red lanterns or other warning devices used in compliance with City traffic ordinances or state statutes thereon in such a manner as to show the extreme height and width thereof from 30 minutes after sunset to 30 minutes before sunrise, and shall have sufficient escort as provided by City ordinance, state statutes, or as determined as necessary for public safety by the Chief of Police.
5. No building or structure or any part of a building or structure being moved shall be left in the street or in the dedicated right-of-way line between the curb and the front property line of any lot.
6. Any open foundation or excavation shall be protected by a four foot high fence minimum. Erosion and sediment control measures shall be put in place as needed and shall remain in place until vegetation has been established.
7. Within 30 days of the move, all debris and miscellaneous building materials shall be removed from the site. The existing foundation shall be demolished and removed, and all excavations shall be filled to grade.

4-112. AMENDMENTS TO SECTION 105.4 – VALIDITY PERMIT. Section 105.4 of the 2012 IBC is hereby amended to read as follows:

The issuance or granting of a permit shall not be construed to be permit for, or an approval of, any violation of any of the provisions of this code or any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data. The Building Official is also authorized to prevent occupancy or use of a structure wherein violation of this code or any other ordinances of this jurisdiction.

4-113. AMENDMENTS TO SECTION 105.4 – EXPIRATION. Section 105.5 of the 2012 IBC is hereby amended to read as follows:

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 90 days after

the work has commenced. All work shall be documented by an inspection as described in section 110 of this code. Failure to request an inspection of newly completed work for any period of 90 days or more shall constitute suspension or abandonment of work, at which time said permit shall become invalid. It shall be unlawful for any person, firm, or corporation to allow a permit to become invalid. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods of not more than 180 days each.

The extension shall be requested in writing and justifiable cause demonstrated. The Building Official may place reasonable conditions as necessary on the issuance of extensions.

4-114. AMENDMENTS TO SECTION 107 – SUBMITTAL DOCUMENTS. Section 107 of the 2012 IBC is hereby amended to read as follows:

107.1 GENERAL. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

107.1.1 ONE AND TWO FAMILY DWELLINGS. Construction documents for residential structures designed in accordance with the International Residential Code shall be prepared by a registered design professional, duly registered in the State of Kansas. The drawings shall bear the professional seal of the design professional.

Exception: The Building Official is authorized to waive the submission of construction documents and other data if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

4-115. AMENDMENTS TO SECTION 109 – FEES. Section 109 of the 2012 IBC is hereby amended as follows:

109.1 PAYMENT OF FEES. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment or revision to a permit be released until the additional fee, if any, has been paid.

109.2 SCHEDULE OF PERMIT FEES. A fee for each permit shall be paid as required, in accordance with the schedule as established by resolution of the Governing Body.

109.3 BUILDING PERMIT VALUATIONS. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official.

109.4 WORK COMMENCING BEFORE PERMIT ISSUANCE. Any person who commences any work before obtaining the necessary permits shall be subject to a fee established by the Building Official that shall be in addition to the required permit fees. Said fee is hereby established at "double" the required permit fee.

109.5 RELATED FEES. The payment of the fee for construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from payment of other fees that are prescribed by law. These related fees may include, but are not limited to the following: Board of Zoning Appeals, Planning Commission, Right-of-Way permits, Drainage permits.

109.6 REFUNDS. The Building Official may authorize the refund of any fee which was erroneously paid or collected subject to the following conditions:

1. The Building Official may authorize a refund of not more than 80% of the permit fee paid when no work has commenced for a permit issued in accordance with this code.
2. No permit fee may be refunded if work has commenced on a project.

4-116. AMENDMENTS TO SECTION 114.4 – VIOLATION PENALTIES. Section 114.4 of the 2012 IBC is hereby amended as follows:

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the Building Official or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law, or other references incorporated, is guilty of a public offense and may be subject to punishment as provided in PVMC Chapter 8, Article 2, Sec. 8-201.

4-117. AMENDMENTS TO SECTION 116 – NUISANCES AND UNSAFE STRUCTURES. Section 116 of the 2012 IBC is hereby amended to read as follows:

116.1 LEGISLATIVE FINDINGS.

- (a) The purpose of this section is to provide reasonable controls restricting and prohibiting the allowance of nuisances and unsafe structures to exist on property within the City; to declare that certain conditions constitute public nuisances or structures, which are unsightly, are a menace and dangerous to the health of the inhabitants of the City; or if any residential or commercial area and the residents thereof, are offensive to the general public health, safety and welfare of the community; to provide a method of enforcement of this section; to provide procedures to notify property owners or those in control of real property, notification and an opportunity to be

heard concerning violations of this section; to provide administrative procedures to allow the City to direct the abatement of violations; to provide a method of assessment or collection of costs for abatement by the City; to declare that the existence of such violations are unlawful; and to provide penalties for enforcement through the municipal court system.

- (b) The Governing Body of the City hereby finds that the allowances of nuisances and unsafe or dangerous structures, as defined herein, on private property or adjacent rights-of-way or easements are public nuisances which are unsightly, a menace dangerous to the health of the inhabitants of the City, of the residential or commercial area and the residents thereof, and are offensive to the general public health, safety, and welfare of the community. Such nuisances or unsafe structures promote conditions which may cause disease; pollution; proliferation of rats, vermin, mosquitoes and snakes; the spread of fire; a harmful environment for transients and the community as a result of transient use; harmful attractions for children; creates long and short term impacts on the area including the diminution of property values and the integrity of the neighborhood; and interferes with the orderly development of property in the City.

116.2 DEFINITIONS.

- (a) City- The City of Prairie Village.
- (b) Graffiti - Any drawing, painting, writing, inscription, figure or mark, regardless of its content, of the type which is commonly known and referred to as graffiti, which is written, drawn, painted, sprayed, scratched or otherwise placed or affixed, regardless of the nature of the material used, on any wall, window, rock, building portion thereof, fence, gate, sign, other structure, tree or other real or personal property, either publicly or privately owned, and that is visible from any adjacent public or private property or public or private right-of-way.
- (c) Nuisance – Any condition which causes or creates an unreasonable interference with the rights of the general public and shall include but not be limited to; graffiti, rank vegetation, rank or infested compost heaps, dense smoke, excessive dust, ash or fine particles in the air, rank ponds or standing water including swimming pools, water receptacles and un-drained areas, cesspools creating on or rising to the surface, rank odors, unkempt trash, refuse, brush and limbs, debris or building materials, rank sewage or septic system, excessive accumulation of animal waste, exposed animal carcasses after death; sheds, garages or other outbuildings allowing infestation of rodents or insects or left unsecured to allow the entry of animals, humans or the natural elements such as rain, hail and snow, or otherwise left unkempt or unsightly, except for outdoor dog or pet houses maintained in a clean and reasonable manner; trees, shrubs, or plants which are dead, diseased or infested which present a harmful or dangerous condition to the public; exposed refrigerators or freezers or other appliances left unsecured; and any other condition which is determined to present a dangerous or harmful condition to the public.
- (d) Perennial violator – Any person who shows an annual pattern of failing to comply with this section which may be shown by repeated notices of abatement, notices of costs, or previous violations.

- (e) Person – Any individual; individual’s partnership; corporation; unincorporated association; other business organization; committee; board; trustee; receiver; agent; or any representative who has charge, care or responsibility of maintenance of any property, lot or parcel of land regardless of status of owner, tenant or lessee and regardless of whether such person has possession.
- (f) Property owner – The named property owner as indicated by the register of deeds or Appraiser’s office in Johnson County, Kansas.
- (g) Qualified expert – A person who is regularly employed to conduct structural inspections to comply with life, safety, mechanical, plumbing, health and building codes or a licensed professional in the field of engineering or architecture.
- (h) Representative – Any person or entity listed in the Johnson County, Kansas Appraiser’s Office or Treasurer’s Office for the purposes of paying taxes; a registered agent with the Kansas Secretary of State’s Office for corporate or partnership ownership; an agent or manager directed by the property owner, estate, or court order to represent the interests of the property or to otherwise control activities on the real property; or a corporate officer.
- (i) Tenant – Any person who has a severable or non-severable interest in the real property either oral or written lease or covenant or by other methods of conveying a limited interest in such lands; or by any person who occupies or has possession of such real property.
- (j) Unsafe Structure – Any structure or part of a structure which remains or is damaged to present a dangerous or unsafe condition to the public including, but not limited to, structures damaged by fires, damaged by natural events or elements such as wind, tornadoes, earthquakes, flooding , or settling of the ground; damaged by insect infestation; damaged due to the failure to provide reasonable maintenance; structures occupied or unoccupied which have broken windows, missing boards or siding, unsecured doors, or unsecured openings which allow the harboring of animals, insects, transients, or create an attraction to children; structures which due to the opinion of qualified experts or inspectors, including but not limited to, fire, engineering, or architectural experts; present an unsafe or dangerous condition to those on or near the property; unfinished structures where no occupancy permit has been issued, and any building permit has lapsed for more than 90 days; structures which remain unfinished, or without an occupancy permit, after 18 months from the date of the first building permit and where no inspection for newly completed work has been requested within the last 90 days.

116.3 NUISANCES OR UNSAFE STRUCTURES UNLAWFUL; RESPONSIBILITY TO ABATE.

It shall be unlawful for any property owner, owner’s agent or tenant of real property to allow or maintain a nuisance or unsafe structure on any lot or parcel of ground within the City, including any areas between the property lines of said property and the center line of any adjacent street or alley including sidewalks, streets, alleys, easements and rights-of-way. The property owner, owner’s agent or tenant shall be responsible for the removal or abatement of any nuisance or unsafe structure.

116.4 ENFORCEMENT AGAINST NUISANCES; DESIGNATION OF OFFICER;
NOTICE TO APPEAR; NOTICE OF ABATEMENT; HEARING

- (a) The Building Official shall assist the Governing Body with the administration and enforcement of this section with regards to nuisances. The Building Official shall authorize the investigation of nuisances by his or her designated agents. If it is determined that a nuisance exists, then the Building Official, or his or her designated agent shall file a written report with the Governing Body describing the situation, its location, and the circumstances supporting the determination that the matter is a nuisance. If the Governing Body concurs with the report, it shall issue an Order of Abatement directing the property owner, owner's agent or tenant to remove and abate the nuisance within 10 days.
- (b) The Order of Abatement shall state:
 - (1) A common or legal description of the property, or both;
 - (2) That the property is in violation of this section;
 - (3) The nature of the nuisance, including relevant ordinances or statutes, with sufficient information to reasonably enable the recipient to determine the nature of the violation to allow for self-abatement;
 - (4) That the recipient should remove and abate the nuisance within 10 days of receipt of the order;
 - (5) That the recipient, upon written request, may obtain a hearing before the Governing Body or its designated representative, provided that such request is received by the City Clerk within the 10 day period.
 - (6) That failure to comply with the order shall result in the City's right to remove and abate the nuisance with assessment of the City's costs being made against the property and the recipient;
 - (7) That failure to pay such assessment within 30 days of the City's notice of costs of such removal and abatement shall result in the filing of a tax lien against the property, or the filing for a personal judgment against the recipient, or both;
 - (8) That such violations are subject to prosecution, and that such prosecution shall be independent of the order of any enforcement of the order.
- (c) The Order of Abatement shall be served on the property owner, owner's agent or tenant by certified mail, return receipt requested, or by personal service; provided any order served on a tenant shall also be served on the owner or owner's agent. If the property is unoccupied and the owner is a nonresident, then the order will be mailed by certified mail, return receipt requested, to the owner's last known address. If during the preceding 24 month period the owner, owner's agent or tenant has failed to accept delivery or to otherwise effectuate receipt of a notice or order sent pursuant to this section, in addition to the methods of service described above, the Governing Body may serve on such person any further order by other methods, including but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail; provided, if the property is unoccupied and the owner is a nonresident, any alternative notice provided for in this paragraph shall be given by telephone communication or first class mail.

- (d) If a recipient of an Order of Abatement makes a written request for a hearing within the 10 day period, a hearing shall be immediately scheduled before the Governing Body or its designated representative. At such hearing, all relevant parties, interest holders and City officials shall be allowed to present evidence concerning the status of the property and the conditions creating the nuisance. Thereafter, the Governing Body or its designated representative may rescind, modify, or uphold the Order of Abatement. In making such a determination the Governing Body or its designated representative shall describe the relevant facts and specific statute or code provisions being relied upon and state any such other stipulations, methods of removal and abatement of orders as deemed necessary. If the Order of Abatement is either modified or upheld, the property owner, owner's agent or tenant shall be given a reasonable time to remove and abate the nuisance, not to exceed 10 days.
- (e) If an authorized public officer determines that a violation of this section exists, he or she may issue a notice to appear in municipal court for such violation. No other procedures are required as a prerequisite to the issuance of a notice to appear. The imposition of any removal and abatement action described herein shall not preclude any appropriate prosecution or penalties. Likewise, the imposition of any prosecution or penalties shall not preclude any appropriate action described herein to remove or abate a nuisance or to collect removal and abatements costs.

116.5 ABATEMENT OF NUISANCE BY CITY; NOTICE OF COSTS; ASSESSMENT AND COLLECTION.

- (a) If the recipient of the notice of abatement fails to comply with the Order of Abatement or, if appropriate, with any order after a hearing on the matter, the City shall have the right to go onto the property to remove and abate the nuisance in a reasonable manner. It shall be unlawful for any person to interfere with or attempt to prevent the City or its agents from such action. The City and its agents shall not be responsible for damage to any real or personal property due to reasonable methods of gaining entrance onto the property or for damages to any real or personal property in the reasonable exercise of the removal and abatement of the nuisance. The City may use its own employees or contract for services to remove and abate the nuisance.
- (b) If the City removes and abates the nuisance, the City shall give a Notice of Costs to the property owner, owner's agent or tenant by certified mail, return receipt requested, stating the costs of such removal and abatement incurred by the City; provided, any notice served on a tenant shall also be served on the owner or owner's agent.

The costs shall include the City's cost of providing the notice, including any postage. The recipient shall have 30 days from the date of receipt of such notice to make full payment. The Notice of Costs shall state:

- (1) The common or legal description of the property, or both;
- (2) The nature of the nuisance, including relevant ordinances;
- (3) The nature of the work performed to remove and abate the nuisance;
- (4) The costs incurred for the abatement of the nuisance in either a lump sum or in an itemized form (including the cost of the notice);

- (5) That payment is due and payable within 30 days of receipt of the notice;
 - (6) That payment should be made payable to the City of Prairie Village, Kansas, by check or money order with no post-dating of the check, and submitted to the City Clerk with a written indication of the purpose of the payment and the address of the property where the nuisance occurred;
 - (7) That failure to pay the entire amount within the 30 day period shall allow the City to file a lien against the property or to pursue litigation for recovery of the costs, or both; and
 - (8) That such additional remedies to recover costs shall include additional amounts, including interest, court costs, attorney fees and administrative costs.
- (c) If the costs are not paid within the 30 day period, the costs shall be collected in a manner provided by K.S.A. 12- 1, 115 as amended, or shall be assessed as a special assessment against the property. The City Clerk at the time of certifying other City taxes, shall certify the unpaid portion of the costs, and the County Clerk shall extend the same on the tax roll of the county against the property, and it shall be collected by the County Treasurer and paid to the City as other City taxes are collected and paid. The City may pursue collection both by levying a special assessment, and in the manner provided by K.S.A. 12-1, 115 as amended, but only until the full costs, including applicable interest, court costs, attorney's fees, and administrative costs have been paid in full.

116.6 ENFORCEMENT AGAINST UNSAFE STRUCTURES; DESIGNATION OF OFFICER; NOTICE TO APPEAR; HEARING; RESOLUTION.

- (a) The Building Official shall be charged with the administration and enforcement of this section as it concerns unsafe structures. The Building Official shall authorize the investigation of violations of this section by his or her designated agents. If it is determined that a violation of this section exists, then the Building Official or his or her designated agent shall file a written report with the Governing Body of the City describing the situation, its location, and the circumstances which support the determination that the structure is unsafe. The Governing Body shall then fix a time and place at which the owner, representative, tenant, or lienholders of record may appear and show cause why such structure should not be condemned and ordered repaired or demolished. Such resolution shall be published once each week for two consecutive weeks on the same day of each week. At least 30 days shall elapse between the last publication and the date set for the hearing. A copy of the resolution shall be mailed by certified mail, return receipt requested, within 3 days after its first publication to each such owner, representative, tenant or lienholder of record, as can reasonably be determined, at the last known place of residence, and shall be marked, deliver to addressee only.
- (b) On the hearing date fixed by the Governing Body's resolution all relevant parties, interest holders and relevant city officials shall be allowed to present evidence concerning the status of the property. The Governing Body shall subsequently make findings by resolution. If the Governing Body finds that such structure is unsafe or dangerous, such resolution shall direct the structure to be repaired or removed and the premises made

safe and secure. Such resolution shall be published once in the official city newspaper and a copy mailed to the owners, representatives, tenants or lienholders of record by certified mail, return receipt requested. The resolution shall affix a reasonable time within which the repair or removal of the structure shall be commenced and a statement that if the owner of such structure fails to commence the repair or removal of such structure within the time stated, or fails to diligently commence such action until the work is completed, the Governing Body will cause the structure to be razed and removed.

- (c) If an authorized agent determines that a violation of this section exists, he or she may issue a notice to appear in municipal court for such violations. No other procedures are required as a prerequisite to the issuance of a notice to appear.

116.7 EXCAVATION FILL. It shall be the duty of the property owner, representative, or the tenant, upon removal of a structure, to fill any basement, after removing all concrete footings and foundation walls, or other excavation located upon the premises and take any other action necessary to leave such premises in a safe condition including grading and seeding or sodding of the area, removal of dirt or mud from roads, streets, alleys, or sidewalks, to allow for proper drainage of the site, and to remove any and all refuse, trash, debris, brush and limbs, or materials from the site.

116.8 REMOVAL OF UNSAFE STRUCTURES; SALVAGE; SALE; ASSESSMENT AND COLLECTION OF COSTS; PROCEDURE.

- (a) If the owner of any structure has failed to commence the repair or removal of such structure within the time stated in the resolution, or has failed to diligently prosecute the same thereafter, the City may proceed to raze and remove such structure, make the premises safe and secure, or let same to contract. The City shall keep an account of the costs for such work and may sell the salvage from such structure and apply the proceeds or any necessary portion thereof to pay the cost of removing such structure and making the premises safe and secure. All moneys in excess of that necessary to pay such costs after the payment of all costs, shall be paid to the owner of the premises upon which the structure was located.
- (b) The City shall give notice to the owner of such structure by certified mail, return receipt requested, of the total cost incurred by the City in removing such structure and making the premises safe and secure. Such notice also shall state that payment of such costs is due and payable within 30 days following receipt of such notice. If the cost is not paid within the 30 day period and if there is no salvageable material or if moneys received from the sale of salvage or from the proceeds of any insurance policy in which the City has created a lien pursuant to K.S.A. 40-3901 et seq., and amendments thereto, are insufficient to pay the cost of such work, the balance shall be collected in the manner provided by K.S.A. 12-1, 115, as amended, but only until the full cost and applicable interest has been paid in full. Whenever any structure is removed from any premises under the provisions of this section, the City Clerk shall certify to the County Appraiser that such structure, describing the same, has been removed.
- (c) If there is no salvageable material, or if the moneys received from the sale of salvage or from the proceeds of any insurance policy in which the City has created a lien pursuant to K.S.A. 40-3901 et seq., and amendments

thereto, are insufficient to pay the costs of the work, such costs or any portion thereof in excess of that received from the sale of salvage or any insurance proceeds may be financed, until the costs are paid out of the general fund or by the issuance of no-fund warrants. Whenever no-fund warrants are issued under the authority of this act, the Governing Body of such City shall make a tax levy at the first tax levying period for the purpose of paying such warrants and the interest thereon. All such tax levies shall be in addition to all other levies authorized or limited by law and shall not be subject to the aggregate tax levy prescribed in Article 19 of Chapter 79 of the Kansas Statutes Annotated, and amendments thereto. Such warrants shall be issued, registered, redeemed and bear interest in the manner and in the form prescribed by K.S.A. 79-2940, and amendments thereto, except they shall not bear the notation required by that section and may be issued without the approval of the State Board of Tax Appeals. All moneys received from special assessments levied under the provisions of this section or from an action under K.S.A. 12-1, 115, as amended, when and if paid, shall be placed in the general fund of the City.

116.9 PROOF OF REPAIRING OR REBUILDING.

In lieu of the payment of proceeds, the insured may present satisfactory proof to the Building Official that the insured has or will remove debris and repair, rebuild or otherwise make the premises safe and secure. Upon presentation of such sufficient evidence, the Building Official along with the City Clerk shall certify that adequate proof of repairing or rebuilding has been given and that the payment of insurance proceeds to the City shall not be paid, subject to any lien created by the City should the insured fail to rebuild, repair, or secure the property as presented. The insured shall be responsible for presenting such certificate to the insurer. The insured, in seeking such certificate, shall present a timetable showing when repairs or rebuilding will be completed; render architectural or engineering plans, subject to approval by the Building Official, showing the method, manner and materials to be used in repairing or rebuilding; and any other evidence deemed necessary by the Building Official to demonstrate that the repairs or rebuilding will be completed in a timely and lawful manner. Failure of the insured to comply with the certificate shall result in the institution of proceedings for abatement.

116.10 CITY NOT PARTY TO INSURANCE CONTRACT.

This section does not make the City a party to any insurance contract, nor is the insurer liable to any party for any amount in excess of the proceeds otherwise payable under its insurance policy.

116.11 FAILURE TO PAY INSURANCE PROCEEDS OR TO OBTAIN A CERTIFICATE IN LIEU OF PAYMENT OF PROCEEDS.

It is unlawful for any person to fail to provide the payment of insurance proceeds as required by this section unless a certificate in lieu of payment of proceeds has been obtained through the City.

116.12 IMMEDIATE HAZARDS.

In the event the public officer under this section determines that a nuisance or unsafe structure exists which creates an immediate hazard, then the City shall proceed, without delay, to take steps to abate the situation and without prior notice to or hearing

of the owner, representative, or tenant. The cost of such action shall be assessed as set forth in K.S.A 12-1, 115, as amended.

116.13 RIGHT OF ENTRY; UNLAWFUL INTERFERENCE; PENALTY.

- (a) Any authorized officer or agent of the City pursuant to this Article, shall be allowed to enter onto any land within the city limits to investigate violations of this Article or for the abatement of violations pursuant to this Article.
- (b) It shall be unlawful for any person to interfere with a public officer or agent of the City in performing his or her duties pursuant to this article whether investigation or abating violations.
- (c) Any person who interferes with an officer or agent of the City pursuant to this Article shall be punished as provided in Section 116.14.

116.14 PENALTY.

- (a) Any property owner, representative, tenant or person found in violation of this article shall be subject to prosecution in municipal court. Any such person found guilty of violating the provisions of this article shall be subject to a fine of not less than \$50 nor more than \$500 and not more than 10 days in jail, or both. Any person found guilty of violating the provisions of this article two or more times within any one year period, or determined by the municipal court to be a perennial violator, shall be fined not less than \$250 nor more than \$500 and shall be subject to a sentence not to exceed 30 days in jail, or both.
- (b) Prosecution of any offender under this article does not limit the City's right to pursue assessment or collection of costs as stated in this article, or by other laws.
- (c) Each day that any violation shall continue shall constitute a separate offense.

Section II. Take Effect. That this ordinance shall take effect on October 1, 2013 and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

CITY OF PRAIRIE VILLAGE, KANSAS

/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

ORDINANCE 2279

AN ORDINANCE AMENDING CHAPTER IV OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "BUILDINGS AND CONSTRUCTION" BY AMENDING ARTICLE 2 ENTITLED "ELECTRICAL CODE" TO INCORPORATE BY REFERENCE THE "INTERNATIONAL RESIDENTIAL CODE, 2012 EDITION" AND ADOPTING A NEW ARTICLE ENTITLED "INTERNATIONAL RESIDENTIAL CODE" AND NUMBER.

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

Section 1.

Article 2 of Chapter IV of the Prairie Village Municipal Code, 2003, is hereby amended to read as follows:

ARTICLE 2. INTERNATIONAL RESIDENTIAL CODE (IRC)

4-201. INTERNATIONAL RESIDENTIAL CODE INCORPORATED. In addition to the other provisions set forth in this chapter, there is hereby adopted and incorporated by reference that certain building code known as the "International Residential Code", 2012 edition, copyrighted in 2011 by the International Code Council, (hereinafter referred to as the "IRC or residential code") except for the amendments provided in this chapter. Not less than one copy of the residential code shall be marked or stamped "Official copy as adopted by Ordinance No. _____" A copy of this ordinance shall be attached to each of the three copies of the International Residential Code and shall be filed with the City Hall to be open for inspection and available to the public at all reasonable business hours. The Municipal Court and all administrative departments of the City charged with the enforcement of this code shall be supplied, at cost to the city, with such numbers of official copies similarly marked as deemed expedient.

The following sections of this Article are in addition to or amendments of the provisions of the standard code incorporated by reference in Section 4-201.

4-202. AMENDMENTS TO SECTION R101.1 – TITLE. Section R101.1 of the 2012 IRC is hereby amended to read as follows:

These provisions shall be known as the Residential Code for One and Two Family Dwellings of the City of Prairie Village, Kansas and shall be cited as such and will be referred to herein as this "code" or "IRC".

4-203. AMENDMENTS TO SECTION R101.4 – ADMINISTRATION. Section R101.4 of the 2012 IRC is hereby added to read as follows:

The administrative and enforcement provisions for this code shall be those provisions found in Sections 103 through 116 of the International Building Code.

4-204. SECTION R102.5 ADDED – APPENDICES ADOPTED. Section R102.5 of the 2012 IRC is hereby added to read as follows:

The following appendices are adopted as part of the code:

1. Appendix G- Swimming Pools, Spas and Hot Tubs
2. Appendix H- Patio Covers

3. Appendix K- Sound Transmission

4-205. AMENDMENTS TO TABLE R301.2 (1) OF SECTION R301 – CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA. Table R301.2 (1) of Section R301 of the 2012 IRC is hereby amended to read as follows:

**TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

GROUND SNOW LOAD	WIND DESIGN 1.Speed-mph 2.Topographic Effects	SEISMIC DESIGN CATAGORY	SUBJECT TO DAMAGE FROM 1.Weathering 2.Frost Line Depth 3.Termite	WINTER DESIGN TEMP	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
20	1. 90 2. No	A	1. Severe 2. 36" 3. Moderate to Heavy	6°	YES	CURRENT FIRM	1000	54°

4-206. AMENDMENTS TO TABLE R301.5 – MINIMUM UNIFORMLY DISTRIBUTED LIVE LOADS. Table R301.5 of the 2012 IRC is hereby amended to read as follows:

**TABLE R301.5
MINIMUM UNIFORMLY DISTRIBUTED LIVE LOADS
(in pounds per square foot)**

USE	LIVE LOAD
Attics with limited storage (b,g,h)	20
Attics without storage (b)	10
Habitable attics and attics served with fixed stairs	30
Balconies (exterior) and decks (e)	40
Fire escapes	40
Guardrails and handrails (d)	200 (i)
Guardrail in-fill components (i)	50 (i)
Passenger vehicle garages (a)	50 (a)
Rooms other than sleeping rooms	40
Sleeping rooms	30
Stairs	40 (c)

- a. Elevated garage floors shall be capable of supporting a 2,000-pound load applied over a 20-square-inch area.
- b. Uninhabitable attics without storage are those attic areas that are not accessed by a pull-down stair, or a scuttle with a dimension less than or equal to 30 inches high by 24 inches wide.
- c. Individual stair treads shall be designed for the uniformly distributed live load or a 300-pound concentrated load acting over an area of 4 square inches, whichever produces the greater stresses.
- d. A single concentrated load applied in any direction at any point along the top.
- e. See Section R502.2.2 for decks attached to exterior walls.
- f. Guard in-fill components (all those except the handrail), balusters and panel fillers shall be designed to withstand a horizontally applied normal load of 50 pounds on

an area equal to 1 square foot. This load need not be assumed to act concurrently with any other live load requirement.

- g. For attics with limited storage and constructed with trusses, this live load need be applied only to those portions of the bottom chord where there are two or more adjacent trusses with the same web configuration capable of containing a rectangle 42 inches high by 2 feet wide or greater, located within the plane of the truss. The rectangle shall fit between the top of the bottom chord and the bottom of any other truss member.
- h. Attic spaces served by a fixed stair shall be designed to support the minimum live load specified for sleeping rooms.
- i. Glazing used in handrail assemblies and guards shall be designed with a safety factor of 4. The safety factor shall be applied to each of the concentrated loads applied to the top of the rail, and to the load on the in-fill components. These loads shall be determined independent of one another, and loads are assumed not to occur with any other live load.

4-207. AMENDMENTS TO SECTION R302.2 – TOWNHOUSES. Section R302.2 of the 2012 IRC is hereby amended as follows:

Each townhouse shall be considered a separate building and shall be separated by fire-resistant-rated wall assemblies meeting the requirements of Section R302.1 for exterior walls.

Exception: A common 2-hour-fire-resistant-rated wall assembly tested in accordance with ASTM E119 or UL 263 is permitted for townhouses if such walls do not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing.

Electrical installations shall be installed in accordance with Chapter 34 through 43. Penetrations of electrical outlet boxes shall be in accordance with Section R302.4.

R302.2.1 CONTINUITY. The fire-resistant-rated wall or assembly separating townhomes shall be continuous from the foundation to the underside of the roof sheathing, deck, or slab. The fire-resistance rating shall extend the full length of the wall or assembly, including wall extensions through and separating attached enclosed accessory structures.

R302.2.2 PARAPETS. Parapets constructed in accordance with Section R302.2.3 shall be constructed for townhouses as an extension of exterior walls or common walls in accordance with the following:

1. Where roof surfaces adjacent to the wall or walls are at the same elevation, the parapet shall extend no less than 30 inches above the roof surfaces.
2. Where roof surfaces adjacent to the wall or walls are at different elevations and the higher roof is not more than 30 inches above the lower roof, the parapet shall extend not less than 30 inches above the lower roof surface.

Exception: A parapet is not required in the two cases above when the roof is covered with a minimum class C roof covering, and the roof decking or sheathing is of non-combustible materials, or approved fire-retardant-treated wood for a distance of 4 feet on each side of the wall or walls, or one layer of 5/8 inch Type X gypsum board is installed directly beneath the roof decking or sheathing, supported by a minimum of nominal 2 inch ledgers attached to the sides of the roof framing members, for a minimum distance of 4 feet on each

side of the wall or walls and there are no openings or penetrations in the roof within 4 feet of the common walls.

3. A parapet is not required where roof surfaces adjacent to the wall or walls are at different elevations and the higher roof is more than 30 inches above the lower roof. The common wall construction from the lower roof to the underside of the higher roof deck shall have not less than a 1 hour fire-resistance rating. The wall shall be rated for fire exposure from both sides.

R302.2.3 PARAPET CONSTRUCTION. Parapets shall have the same fire-resistance-rating as that required for the supporting wall or walls. On any side adjacent to a roof surface, the parapet shall have noncombustible faces for the uppermost 18 inches, to include counter flashing and coping materials. Where the roof slopes toward a parapet at slopes greater than 2 units vertical in 12 units horizontal, the parapet shall extend to the same height as any portion of the roof within a distance of 3 feet, but in no case shall the height be less than 30 inches.

R302.2.4 STRUCTURAL INDEPENDENCE. Each individual townhouse shall be structurally independent.

Exceptions:

1. Foundations supporting exterior walls or common walls.
2. Structural roof and wall sheathing from each unit may fasten to the common wall framing.
3. Nonstructural wall and roof coverings.
4. Flashing at termination of roof covering over common wall.
5. Townhouses separated by a 2- hour fire resistance-rated wall as provided in Section R302.2.

- 4-208. AMENDMENTS TO SECTION R303.4 – MECHANICAL VENTILATION. Section R303.4 of the 2012 IRC is hereby amended to read as follows:

Where the air infiltration rate of a dwelling unit is less than 3 air changes per hour when tested with a blower door at a pressure of 0.2 inch w.c. (50 Pa) in accordance with Section N1102.4.1.2, the dwelling unit shall be provided with whole-house ventilation in accordance with Section M1507.3.

- 4-209. AMENDMENTS TO SECTION R309.7 – RESIDENTIAL DRIVEWAYS. Section R 309.7 of the 2012 IRC is hereby added to read as follows:

Residential concrete and asphalt driveway slabs shall be a minimum of 4 inches thick. The driveway shall have a constant slope so as to avoid ponding of water. The slope shall be away from the house or building or drain by means approved by the Department of Public Works.

- 4-210. AMENDMENTS TO SECTION R310.1 – EMERGENCY ESCAPE AND RESCUE REQUIRED. Section R310.1 of the 2012 IRC is hereby amended to read as follows:

All *basements*, habitable attics and every sleeping room shall have at least one operable emergency escape and rescue opening. Where *basements* contain one or more sleeping rooms, emergency escape and rescue openings shall be required in each sleeping room. Where emergency escape and rescue openings are provided, they shall have a sill height of not more than 44 inches measured from the finished floor to the bottom of the clear opening. Where a door having a threshold below the adjacent ground elevation serves as an emergency escape and rescue opening and is provided with a bulkhead enclosure, the bulkhead enclosure shall comply with Section R310.3 The net

clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. Emergency escape and rescue openings with a finished sill height below the adjacent ground elevation shall be provided with a window well in accordance with Section 310.2. Emergency escape and rescue openings shall open directly into a public way, or to a yard or court that opens to a public way.

Exception: *Basements* used only to house mechanical *equipment* and not exceeding total floor area of 200 square feet.

R310.1.1 MINIMUM OPENING AREA. All emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet.

Exception: *Grade* floor openings shall have a minimum net clear opening of 5 square feet.

R310.1.2 MINIMUM OPENING HEIGHT. The minimum net clear opening height shall be 24 inches.

R310.1.3 MINIMUM OPENING WIDTH. The minimum net clear opening width shall be 20 inches.

R310.1.4 OPERATIONAL CONSTRAINTS. Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys, tools or special knowledge.

R310.2 WINDOW WELLS. The minimum horizontal area of the window well shall be 9 square feet, with a minimum horizontal projection and width of 36 inches. The area of the window well shall allow the emergency escape and rescue opening to be fully opened.

Exception: The ladder or steps required by Section R310.2.1 shall be permitted to encroach a maximum of 6 inches into the required dimension of the window well.

R310.2.1 LADDER AND STEPS. Window wells with a vertical depth greater than 44 inches shall be equipped with a permanently affixed ladder or steps usable with the window in the fully open position. Ladders or steps required by this section shall not be required to comply with Sections R311.7 and R311.8. Ladders or rungs shall have an inside width of at least 12 inches, shall project at least 3 inches from the wall and shall be spaced not more than 18 inches on center vertically for the full height of the window well.

R310.2.2 DRAINAGE. Window wells shall be designed for proper drainage by connecting to the building's foundation drainage system required by Section R405.1 or by an approved alternative method.

Exception: A drainage system for window wells is not required when the foundation is on well-drained soil or sand-gravel mixture soils according to the United Soil Classification System, Group I Soils, as detailed in Table R405.1. This exception must be verified and documented by a soils engineer and/or certified testing agency.

R310.3 BULKHEAD ENCLOSURES. Bulkhead enclosures shall provide direct access to the *basement*. The bulkhead enclosure with the door panels in the fully open position shall provide the minimum net clear opening required by section R310.1.1. Bulkhead enclosures shall also comply with Section R311.7.8.2.

R310.4 BARS, GRILLS, COVERS AND SCREENS. Bars, grills, covers, screens or similar devices are permitted to be placed over emergency escape and rescue openings, bulkhead enclosures, or window wells that serve such openings, provided the minimum net clear opening size complies with Sections R310.1.1 to R310.1.3, and such devices shall be releasable or removable from the inside without the use of a key, tool, special knowledge or force greater than that which is required for normal operation of the emergency escape and rescue opening.

R310.5 EMERGENCY ESCAPE WINDOWS UNDER DECKS AND PORCHES. Emergency escape windows are allowed to be installed under decks and porches provided the location of the deck allows the emergency escape window to be fully opened and provides a path not less than 36 inches in height, and a travel distance of not greater than 12 feet to a *yard* or court.

4-211. SECTION R313 DELETED. Section R313 of the 2012 IRC is hereby deleted.

4-212. AMENDMENTS TO SECTION R315.1 – CARBON MONOXIDE ALARMS. Section R315.1 of the 2012 IRC is hereby amended to read as follows:

For new construction, an approved carbon monoxide alarm shall be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms in dwelling units within which fuel-fired appliances are installed and in dwelling units that have attached garages.

Exceptions:

1. Work involving the exterior surfaces of dwellings, such as the replacement of roofing or siding, or the addition or replacement of windows or doors, or the addition of a porch or deck, are exempt from the requirements of this section.
2. Installation, alteration or repairs of plumbing or mechanical systems are exempt from the requirements of this section.

4-213. AMENDMENTS TO SECTION R319.1 – ADDRESS NUMBERS. Section R319.1 of the 2012 IRC is hereby amended to read as follows:

Buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches high with a minimum stroke width of ½ inch. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure(s).

4-214. SECTION R324 ADDED – EXTERIOR LIGHTING. Section R324 of the 2012 IRC is hereby added to read as follows:

Exterior lighting shall comply with the City of Prairie Village Zoning Regulations-Chapter 19.34 Accessory Uses; 19.34.050 Outdoor Lighting.

4-215. AMENDMENTS TO SECTION R401.2 – REQUIREMENTS. Section R401.2 of the 2012 IRC is hereby amended to read as follows:

Foundation construction shall be capable of accommodating all loads according to Section R301 and of transmitting the resulting loads to the supporting soil. Fill soils that support footings and foundations shall be designed, installed and tested in accordance with accepted engineering practice.

R401.2.1 DESIGN REQUIRED. A design in accordance with accepted engineering practice shall be provided for concrete or masonry foundation walls when any of the following conditions exist:

1. Walls subject to hydrostatic pressure from groundwater.
2. Walls supporting more than 48 inches of unbalanced fill that do not have permanent lateral support at the top and bottom.
3. Sites containing CH, MH, OL, or OH soils as identified in Table R405.1.
4. Foundation walls exceeding 10 feet in height, measured from the top of the wall to the bottom of the slab.
5. Lots identified on the grading plan as having more than 6 feet of fill or having a finished slope steeper than 4 units horizontal to 1 unit vertical before grading.
6. Footings and foundations with existing fill soils below the footing level.
7. Sloping lots greater than 4 to 1 before grading.
8. Lots where some of the footings bear on soil and other footings bear on rock.
9. Areas where problems have historically occurred.
10. Stepped footing and foundation walls.

R401.2.2 CONTINUOUS FOOTING REINFORCEMENT. Continuous footings for basement foundation walls shall have a minimum horizontal reinforcement consisting of not less than two (2) No. 4 bars, uniformly spaced, located a minimum 3 inches clear from the bottom of the footing.

R401.2.3 FOUNDATION ANCHORAGE. The spacing of anchor bolts or foundation anchor straps required by Section R403.1.6 shall be reduced to a maximum of 3 feet on center for basement foundation walls..

4-216. AMENDMENTS TO SECTION R405.1 – CONCRETE OR MASONRY FOUNDATIONS. Section 405.1 of the 2012 IRC is hereby amended to read as follows: Drains shall be provided around all concrete or masonry foundations that retain earth and enclose habitable or usable spaces located below grade. Drainage tiles, gravel or crushed stone drains, perforated pipe or other approved systems or material shall be installed at or below the area to be protected and shall discharge by gravity or mechanical means into an approved drainage system. Gravel or crushed stone drains shall extend at least 1 foot beyond the outside edge of the footing and 6 inches above the top of the footing and be covered with an approved filter membrane material. The top of open joints of drain tiles shall be protected with strips of building paper. Perforated drains shall be surrounded with an approved filter membrane or the filter membrane shall cover the washed gravel or crushed rock covering the drain. Drainage tiles or perforated pipe shall be placed on a minimum of 2 inches of washed gravel or crushed rock at least one sieve size larger than the tile joint opening or perforation and covered with not less than 6 inches of the same material.

Exceptions:

1. A drainage system is not required when the foundation is installed on well-drained ground or sand-gravel mixture soils according to the Unified Soil Classification System, Group I Soils, as detailed in Table R405.1 This exception must be verified and documented by a soils engineer and/or a certified testing agency.
2. A filter membrane is not required where perforated drains are covered with at least 18 inches of washed gravel or crushed rock.
3. For gravel or crushed stone drains, a filter membrane is not required when the gravel or crushed stone extends at least 18 inches above the top of the footing.

R405.1.1 PRECAST CONCRETE FOUNDATION. Precast concrete foundation walls that retain earth and enclose habitable or useable space located below-grade that rest on crushed stone footings shall have a perforated drainage pipe installed below the base of the wall on either the interior or exterior side of the wall, at least 1 foot beyond the edge of the wall. If the exterior drainage pipe is used, an approved filter membrane material shall cover the pipe. The drainage system shall discharge into an approved sewer system or to daylight.

4-217. AMENDMENTS TO SECTION R501.3 – OPEN WEB FLOOR TRUSSES. Section 501.3 of the 2012 IRC is hereby amended to read as follows:

Floor assemblies utilizing open web trusses shall be protected on the underneath side of the floor truss with a ½ inch gypsum wallboard membrane, 5/8 inch wood structural panel membrane, or equivalent on the underside of the floor framing member.

Exceptions:

1. Floor assemblies located directly over a space protected by an automatic sprinkler system in accordance with Section P2904, NFPA13D, or other approved equivalent sprinkler system.
2. Floor assemblies located directly over a crawl space not intended for storage or fuel-fired appliances.
3. Portions of floor assemblies can be unprotected when complying with the following:
 - 3.1 The aggregate area of the unprotected portions shall not exceed 80 square feet per story.
 - 3.2 Fire blocking in accordance with Section R302.11.1 shall be installed along the perimeter of the unprotected portion from the remainder of the floor assembly.

4-218. AMENDMENTS TO SECTION R506.3 – DESIGN REQUIRED. Section 506.3 of the 2012 IRC is hereby added to read as follows:

A design in accordance with accepted engineering practice shall be provided for concrete floors when the limitations for fill material set forth in Section R506.2.1 are exceeded.

4-219. AMENDMENTS TO SECTION R506.4 – BASEMENT FLOOR SLAB ISOLATION. Section R506.4 of the 2012 IRC is hereby added to read as follows:

Basement floor slabs shall be isolated from column pads, interior columns and interior bearing walls to facilitate differential movement. Nonbearing walls supported on basement floor slabs shall be provided with a minimum 1 inch expansion joint to facilitate differential movement between the floor slab and the floor framing above. Isolation and/or expansion joint is not required within 6 inches of the exterior walls.

4-220. AMENDMENTS TO SECTION R602.6 – DRILLING AND NOTCHING OF STUDS. Section 602.6 of the 2012 IRC is hereby amended to read as follows:

Drilling and notching of studs shall be in accordance with the following:

1. Notching. Any stud in an exterior wall or bearing partition may be cut or notched to a depth not exceeding 25% its width. Studs in nonbearing partitions may be notched to a depth not to exceed 40% of a single stud width.
2. Drilling. Any stud may be bored or drilled, provided that the diameter of the resulting hole is no more than 60% of the stud width, the edge of the hole is no more than 5/8 inch to the edge of the stud, and the hole is not located in the same section as

a cut or notch. Studs located in exterior walls or bearing partitions drilled over 40% and up to 60% shall also be doubled with no more than two successive doubled studs bored. See Figures R602.6(1) and R602.6(2).

Exception: Use of approved stud shoes is permitted when they are installed in accordance with the manufacturer’s recommendations.

R602.6.1 DRILLING AND NOTCHING OF TOP PLATE. When piping or ductwork is placed in or partly in an exterior wall or interior load bearing wall, necessitating cutting, drilling or notching of the top plate by more than 50% of its width, a galvanized metal tie not less than 0.054 inch thick (16 ga) and 1 ½ inches wide shall be fastened across and to the plate at each side of the opening with not less than eight 10d(0.148) inch diameter nails having a minimum length of 1 ½ inches at each side or equivalent. The metal tie must extend at least 6 inches past the opening. See Figure R602.6.1.

Exception: When the entire side of the wall with the notch or cut is covered by wood structural panel sheathing.

4-221. AMENDMENTS TO TABLE N1102.1.1 – INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT (a). Table N1102.1.1 of the 2012 IRC is hereby amended to read as follows:

TABLE N1102.1.1
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT (a)

Climate zone	Fenestration U-factor (b)	Skylight (b) U-factor	Glazed Fenestration SHGC (b)	Ceiling (g) R-value	Wood Frame wall R-value	Mass wall R-value (f)	Floor R-value	Base-ment wall R-value (c)	Slab (d) R-value & Depth	Crawl space(c) Wall R-value
4	0.35	0.55	0.40	49	13	8/13	19	10/13	NR	

- a. R-values are minimums. U-factors and SHGC are maximums. When insulation is installed in a cavity which is less than the label or design thickness of the insulation, the installed R-value shall not be less than the R-value specified in the table.
- b. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
- c. “10/13” means R-10 continuous insulation on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement walls.
- d. R-5 shall be added to the required slab edge R-values for heated slabs.
- e. Or insulation sufficient to fill the framing cavity, R-19 minimum.
- f. The second R-value applies when more than half the insulation is on the interior of the wall mass.
- g. Loose fill insulation shall be installed at the rate recommended by the manufacturer’s statement “so many bags per 1000 square foot”. Where the pitch of the roof restricts the “minimum thickness” at the exterior wall line, the insulation shall be blown into the cavity so as to achieve a greater compacted density to a point where the “minimum thickness” can be achieved. An alternative is to install high-density batts around the perimeter edge per N1102.2.

- 4-222. AMENDMENTS TO SECTION N1102.4 – AIR LEAKAGE (MANDATORY). Section N1102.4 of the 2012 IRC is hereby amended to read as follows:
The building thermal envelope shall be constructed to limit air leakage in accordance with the requirements of Section N1102.4.1 through N1102.4.4.

N1102.4.1 BUILDING THERMAL ENVELOPE. The components of the building thermal envelope as listed in Table N1102.4.1.1 shall be installed in accordance with the manufacturer's instructions and the criteria listed in Table N1102.4.1.1, as applicable to the method of construction. Where required by the code official an approved third party shall inspect all components and verify compliance.

N1102.4.1.2 TESTING. Where required by the code official, the building or dwelling unit shall be tested and verified as having an air leakage rate not exceeding five (5) air changes per hour. Testing shall be conducted with a blower door at a pressure of 0.2 inches w.g. (50 Pascals). Where required by the code official, testing shall be conducted by an approved third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the code official. Testing shall be performed at any time after creation of all penetrations of the building thermal envelope.

During testing:

1. Exterior windows and doors, fireplace and stove doors shall be closed, but not sealed, beyond the intended weather-stripping or other infiltration control measures.
2. Dampers, including exhaust, intake, makeup air, backdraft and flue dampers shall be closed, but not sealed beyond intended infiltration control measures.
3. Interior doors, if installed at the time of the test, shall be open.
4. Exterior doors for continuous ventilation systems and heat recovery ventilators shall be closed and sealed.
5. Heating and cooling systems, if installed at the time of the test, shall be turned off.
6. Supply and return registers, if installed at the time of the test, shall be fully open.

N1102.4.2 FIREPLACES. New wood burning fireplaces shall have tight-fitting flue dampers and outdoor combustion air.

N1102.4.3 FENESTRATION AIR LEAKAGE. Windows, skylights and sliding glass doors shall have an air infiltration rate of no more than 0.3 cfm per square foot, and swinging doors no more than 0.5 cfm per square foot, when tested according to NFRC 400 or AAMA/WDMA/CSA 01/I.S.2/A 440 by an accredited, independent laboratory and listed and labeled by the manufacturer.

Exception: Site-built windows, skylights and doors.

N1102.4.4 RECESSED LIGHTING. Recessed luminaires installed in the building thermal envelope shall be sealed to limit air leakage between conditioned and unconditioned spaces. All recessed luminaires shall be IC-rated and labeled as having an air leakage rate not more than 2.0 cfm when tested in accordance with ASTM E 283 at a 1.57 psf(75 pa) pressure differential. All recessed luminaires shall be sealed with a gasket or caulk between the housing and the interior wall or ceiling covering.

4-223. AMENDMENTS TO TABLE N1102.4.1.1 – AIR BARRIER AND INSULATION INSTALLATION. Table N1102.4.1.1 of the 2012 IRC is hereby amended to read as follows:

TABLE N1102.4.1.1
AIR BARRIER AND INSULATION INSTALLATION

COMPONENT	CRITERIA (a)
Air barrier and thermal barrier	A continuous air barrier shall be installed in the building envelope. Exterior thermal envelope contains a continuous air barrier. Breaks or joints in the air barrier shall be sealed. Air-permeable insulation shall not be used as sealing material.
Ceiling/attic	The air barrier in any dropped ceiling/soffit shall be aligned with the insulation and any gaps in the air barrier sealed. Access opening, dropdown stair or knee wall doors to unconditioned attic spaces shall be sealed.
Walls	Corners and the junction of the foundation and sill plate shall be sealed. Exterior thermal envelope insulation for framed walls shall be installed in substantial contact and continuous alignment with the air barrier. Knee walls shall be sealed.
Windows, skylights and doors	The space between window/door jambs and framing and skylights and framing shall be sealed.
Rim joists	Rim shall be sealed to prevent air leakage.
Floors (including above-garage and cantilevered floors)	Insulation shall be installed to maintain permanent contact with underside of subfloor decking. The air barrier shall be installed at any exposed edge of insulation.
Crawl space walls	Where provided in lieu of floor insulation, insulation shall be permanently attached to crawl space walls. Exposed earth in unvented crawl spaces shall be covered with a Class I vapor retarder with overlapping joints taped.
Shafts, penetrations	Duct shafts, utility penetrations and flue shafts opening to exterior or unconditioned space shall be sealed.
Narrow cavities	Batts in narrow cavities shall be cut to fit, or narrow cavities shall be filled with insulation that on installation readily conforms to the available cavity space.
Garage separation	Air sealing shall be provided between the garage and conditioned spaces.
Recessed lighting	Recessed light fixtures installed in the building thermal envelope shall be air tight, IC rated, and sealed to the drywall.
Plumbing and wiring	Batt insulation shall be cut neatly to fit around wiring and plumbing in exterior walls, or insulation that on installation readily conforms to the available space shall extend behind piping and wiring.
Shower/tub on exterior wall	Exterior walls adjacent to showers and tubs shall be insulated and the air barrier installed separating them from the showers and tubs.
Electrical/phone box on exterior walls	The air barrier shall be installed behind electrical or communication boxes or air-sealed boxes shall be installed.
HVAC register boots	HVAC register boots that penetrate building thermal

	envelope shall be sealed to the sub floor or drywall.
Fireplace	An air barrier shall be installed on fireplace walls.

4-224. AMENDMENTS TO SECTION N1103.2 – DUCTS. Section N1103.2 of the 2012 IRC is hereby amended to read as follows:
 Ducts and air handlers shall be in accordance with Sections N1103.2.1 through N1103.2.3.

N1103.2.2 SEALING (MANDATORY). Ducts, air handlers, and filter boxes shall be sealed, Joints and seams shall comply with Section M1601.4.1 of this code.

Exceptions:

1. Air-impermeable spray foam products shall be permitted to be applied without additional joint seals.
2. Where a duct connection is made that is partially inaccessible, three (3) screws or rivets shall be equally spaced on the exposed portion of the joint so as to prevent a hinge effect.
3. Continuously welded and locking-type longitudinal joints and seams in ducts operating at static pressures less than 2 inches (2”) of water column (500 pa) pressure classification shall not require additional closure systems.

Where required by the code official, duct tightness shall be verified by either of the following:

1. Post-construction test: Total leakage shall be less than or equal to 4cfm (113.3L/min) per 100 square feet (9.29m²) of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 pa) across the entire system, including the manufacturer’s air handler enclosure. All register boots shall be taped or otherwise sealed during the test.
2. Rough-in test: Total leakage shall be less than or equal to 4 cfm (113.3 L/min) per 100 square feet (9.29m²) of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 pa) across the system, including the manufacturer’s air handler enclosure. All registers shall be taped or otherwise sealed during the test. If the air handler is not installed at the time of the test, total leakage shall be less than or equal to 3 cfm (85L/min) per 100 square feet (9.29m²) of conditioned floor area.

Exceptions:

1. The total leakage test is not required for ducts and air handlers located entirely within the building thermal envelope.
2. On the post construction test, it is permissible to test for “leakage to the outdoors” versus a “total leakage”. Leakage to the outdoors shall be less than or equal to 8 cfm per 100 square feet of conditioned floor area.

4-225. AMENDMENTS TO SECTION N1104.1 – LIGHTING EQUIPMENT. Section N1104.1 of the 2012 IRC is hereby amended to read as follows:
 Fuel gas systems shall not have continuous burning pilot lights.

4-226. AMENDMENTS TO SECTION AG105.2 – OUTDOOR SWIMMING POOL. Section AG105.2 of Appendix G of the 2012 IRC is hereby amended to read as follows:
 An outdoor swimming pool, including an in-ground or above-ground pool, hot tub, or spa, shall be surrounded by a barrier which shall comply with the following:

1. The top of the barrier shall be at least forty- eight (48”) above grade measured on the side of the barrier which faces away from the swimming pool. The maximum

vertical clearance between grade and the bottom of the barrier shall be two inches (2") measured on the side of the barrier which faces away from the swimming pool. Where the top of the pool structure is above grade, such as an above-ground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches (4").

2. Openings in the barrier shall not allow the passage of a four inch (4") diameter sphere.
3. Solid barriers which do not have openings, such as a masonry or stone wall, shall not contain indentations or protrusions, except for normal construction tolerances and tooled masonry joints.
4. Where the barrier is composed of horizontal and vertical members, the distance between the tops of the horizontal members shall be equal to or greater than thirty two inches (32"). Where vertical members are spaced one and three-fourths inches ($1\frac{3}{4}$ ") or less the horizontal members shall be allowed to be spaced at a distance less than thirty two inches (32"). The horizontal members shall be located on the swimming pool side of the fence.
5. Maximum mesh size for chain link fences shall be a two and one fourth inch ($2\frac{1}{4}$ ") square, unless the fence has fastened to the top or the bottom which reduce the openings to not more than one and three fourths inch ($1\frac{3}{4}$ ").
6. Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall not be more than one and three fourths inches ($1\frac{3}{4}$ ").
7. Access gates shall comply with the requirements of Items 1 through 7, and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool, and shall be self-closing and have a self-latching device. Gates, other than pedestrian access gates, shall have a self-latching device. Where the release mechanism is located less than fifty four inches (54") from the bottom of the gate, the release mechanism and openings shall comply with the following:
 - 7.1 The release mechanism shall be located on the pool side of the gate at least three inches (3") below the top of the gate; and
 - 7.2 The gate and barrier shall have no opening larger than one half inch ($1/2$ ") within eighteen inches (18") of the release mechanism.
8. Where a wall of the dwelling serves as part of the barrier, one of the following conditions shall be met:
 - 8.1 The pool shall be equipped with a powered safety cover in compliance with ASTM F 1346.
 - 8.2 Doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the door and/or its screen, if present, are opened. The alarm shall be listed and labeled in accordance with UL 2017. The deactivation switch(es) shall be located at least fifty four inches (54") above the threshold of the door; or
 - 8.3 Other means of protection, such as self-closing doors with self-latching devices, which are approved by the Governing Body, shall be acceptable as long as the degree of protection afforded is not less than the protection afforded by Item 8.1 or 8.2 described herein.
9. Where an above-ground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps:

- 9.1 The ladder or steps shall be capable of being secured, locked or removed to prevent access; or
- 9.2 The ladder or steps shall be surrounded by a barrier which meets the requirements of Items 1 through 8. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a four inch (4") sphere.

Section II. Take Effect. That this ordinance shall take effect on October 1, 2013 and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

CITY OF PRAIRIE VILLAGE, KANSAS

/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

ORDINANCE 2280

AN ORDINANCE AMENDING CHAPTER IV OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "BUILDINGS AND CONSTRUCTION" BY AMENDING ARTICLE 3 ENTITLED "PLUMBING CODE" TO INCORPORATE BY REFERENCE THE "INTERNATIONAL PLUMBING CODE, 2012 EDITION" AND ADOPTING A NEW ARTICLE OF LIKE NAME AND NUMBER.

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

Section 1.

Article 3 of Chapter IV of the Prairie Village Municipal Code, 2003, is hereby amended to read as follows:

ARTICLE 3. INTERNATIONAL PLUMBING CODE (IPC)

4-301. INTERNATIONAL PLUMBING CODE INCORPORATED. There is hereby adopted and incorporated by reference that certain plumbing code, known as the "International Plumbing Code," 2012 Edition, and copyrighted 2011 by the International Code Council, Inc., including Appendices B, D, E and F (hereinafter referred to as the "IPC" or "plumbing code") except for the amendments provided in this Article. Not less than three copies of said plumbing code shall be marked or stamped "Official Copy as Adopted by Ordinance No. ____." A copy of this ordinance shall be on file at City Hall, open for inspection and available to the public at all reasonable business hours. The municipal court, and all administrative departments of the city charged with the enforcement of this code shall be supplied, at the cost of the city, with such numbers of official copies similarly marked as deemed expedient.

The following sections of this Article are in addition to, or amendments of, the provisions of the standard code incorporated by reference in Section 4-301.

4-302. AMENDMENTS TO SECTION 101.1 – TITLE. Section 101.1 of the 2012 IPC is hereby amended to read as follows:
These regulations shall be known as the International Plumbing Code of the City of Prairie Village, Kansas, hereinafter referred to as the "IPC" or "plumbing code" .

4-303. SECTION 101.5 ADDED – ADMINISTRATION AND ENFORCEMENT. Section 101.5 of the 2012 IPC is hereby added to read as follows:
The administrative and enforcement provisions for this code shall be those provisions contained in Sections 103 through 116 of the International Building Code.

4-304. AMENDMENTS TO SECTION 107.4 – TESTING. Section 107.4 of the 2012 IPC is hereby amended to read as follows:

Plumbing work and systems shall be tested as required in Section 312 and in accordance with Section 107.4.3. Tests shall be made by the permit holder and observed by the code official as deemed necessary.

107.4.1 NEW, ALTERED, EXTENDED OR REPAIRED SYSTEMS. New plumbing systems and parts of existing systems that have been altered, extended or repaired shall be tested as prescribed herein to disclose leaks and defects, except that testing is not required in the following cases:

1. In any case that does not include addition to, replacement, alteration or relocation of any water supply, drainage or vent piping.
2. In any case where plumbing equipment is set up temporarily for exhibition purposes.

107.4.2 EQUIPMENT, MATERIAL AND LABOR FOR TESTS. All equipment, material and labor required for testing a plumbing system or part thereof shall be furnished by the permit holder.

107.4.3 REINSPECTION AND TESTING. Where any work or installation does not pass any initial test or inspection, the necessary correction shall be made to comply with this code. The work or installation shall then be re-submitted to the code official for inspection and testing.

4-305. AMENDMENTS TO SECTION 305.4 – FREEZING. Section 305.4 of the 2012 IPC is hereby amended to read as follows:

Water, soil, and waste pipes shall not be installed outside of a building, in attics or crawl spaces, concealed in outside walls, or in any other place subjected to freezing temperatures unless adequate provision is made to protect such pipes from freezing by insulation or heat, or both. Exterior water supply system piping shall be installed not less than six inches (6”) below the frost line. The frost line depth for the City of Prairie Village is thirty six inches (36”).

4-306. AMENDMENTS TO TABLE 403.1 – MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES (a). Table 403.1 of the 2012 IPC is hereby amended to read as follows:

TABLE 403.1
MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES (a)
(See Sections 403.2 and 403.3)

No.	Classification	Occupancy	Description	Water closets (Urinals See Section 419.2)	Lavatories	Bathtubs/Showers	Drinking Fountain(e)(f) See Section 410.1)	Other
1	Assembly	A-1 (d)	Theaters and other buildings for the performing arts and motion pictures	<u>Male</u> - 1 per 125 <u>Female</u> - 1 per 65	1 per 200	-	1 per 500	1 service sink
	Assembly	A-2 (d)	Nightclubs, bars, taverns, dance halls and buildings for similar purposes Restaurants, banquet halls and food courts	<u>Male</u> - 1 per 40 <u>Female</u> - 1 per 40 <u>Male</u> - 1 per 75	1 per 75	-	1 per 500	1 service sink

				Female- 1 per 75	1 per 200			
	Assembly	A-3 (d)	Auditoriums without permanent seating, art galleries, exhibition halls, museums, lecture halls, libraries, arcades and gymnasiums	Male- 1 per 125 Female- 1 per 65	1 per 200	-	1 per 500	1 service sink
			Passenger terminals and transportation facilities	Male- 1 per 500 Female- 1 per 500	1 per 750	-	1 per 1000	1 service sink
			Places of worship and other religious services	Male- 1 per 150 Female- 1 per 75	1 per 200	-	1 per 1000	1 service sink
1 (cont.)	Assembly	A-4	Coliseums, arenas, skating rinks, pools and tennis courts for indoor sporting events and activities	Male- 1 per 75 for the first 1500 and 1 per 120 for the remainder exceeding 1500 Female- 1 per 40 for the first 1520 and 1 per 60 for the remainder exceeding 1520	Male- 1 per 200 Female- 1 per 150	-	1 per 1000	1 service sink
	Assembly	A-5	Stadiums, amusement parks, bleachers and grandstands for outdoor sporting events and activities	Male- 1 per 75 for the first 1500 and 1 per 120 for the remainder exceeding 1500 Female- 1 per 40 for the first 1520 and 1 per 60 for the remainder exceeding 1520	Male- 1 per 200 Female- 1 per 150	-	1 per 1000	1 service sink
No.	Classification	Occupancy	Description	Water closets (Urinals See Section 419.2)	Lavatories	Bathtubs/Showers	Drinking Fountain(e)(f) See Section 410.1)	Other
2	Business	B	Buildings for the transaction of business, professional services, other services involving merchandise, office buildings, banks, light industrial and similar uses	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50	1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80	-	1 per 100	1 service sink (g)
3	Educational	E	Educational facilities	1 per 50	1 per 50	-	1 per 100	1 service sink
4	Factory and Industrial	F-1 and F-2	Structures in which occupants are engaged in work fabricating, assembly, or processing of products or materials	1 per 100	1 per 100	See Section 411	1 per 400	1 service sink
5	Institutional	I-1	Residential care	1 per 10	1 per 10	1 per 8	1 per 100	1 service sink
	Industrial	I-2	Hospitals, ambulatory nursing home care recipient	1 per room (c)	1 per room (c)	1 per 15	1 per 100	1 service sink per floor
			Employees, other than residential care (b)	1 per 25	1 per 35	-	1 per 100	-
			Visitors other than residential care	1 per 75	1 per 100	-	1 per 500	-
	Industrial	I-3	Prisons (b)	1 per cell	1 per cell	1 per 15	1 per 100	1 service sink
5 cont.	Industrial	I-4	Adult day care and child day care	1 per 15	1 per 15	1	1 per 100	1 service sink
6	Mercantile	M	Retail stores, service	1 per 500	1 per 750	-	1 per 1000	1 service sink

			stations, shops, salesrooms, markets and shopping centers					(g)
7	Residential	R-1	Hotels, Motels, boarding houses (transient)	1 per sleeping unit	1 per sleeping unit	1 per sleeping unit	—	1 service sink
	Residential	R-2	Dormitories, fraternities, sororities and boarding houses (non transient)	1 per 10	1 per 10	1 per 8	1 per 100	1 service sink
	Residential	R-2	Apartment house	1 per dwelling unit	1 per dwelling unit	1 per dwelling unit	—	1 kitchen sink per dwelling unit; 1 automatic clothes washer connection per 20 dwelling units
	Residential	R-3	Congregate living facilities with 16 or fewer persons	1 per 10	1 per 10	1 per 8	1 per 100	1 service sink
	Residential	R-3	One and two family dwellings	1 per dwelling unit	1 per dwelling unit	1 per dwelling unit	—	1 kitchen sink per dwelling unit; 1 automatic clothes washer connection per dwelling unit
	Residential	R-4	Congregate living facilities with 16 or fewer persons	1 per 10	1 per 10	1 per 8	1 per 100	1 service sink
8	Storage	S-1 S-2	Structures for the storage of goods, warehouses, storehouse and freight depots. Low and Moderate Hazard	1 per 100	1 per 100	See Section 411	1 per 1000	1 service sink

- a. The fixtures shown are based on one fixture being the minimum required for the number of persons indicated or any fraction of the number of persons indicated. The number of occupants shall be determined by the International Building Code.
- b. Toilet facilities for employees shall be separate from facilities for inmates or care recipients.
- c. A single-occupant toilet room with one water closet and one lavatory serving not more than two adjacent patient sleeping units shall be permitted where such room is provided with direct access from each patient sleeping unit and with provisions for privacy.
- d. The occupant load for seasonal outdoor seating and entertainment areas shall be included when determining the minimum number of facilities required.
- e. The minimum number of required drinking fountains shall comply with Table 403.1 and Chapter 11 of the International Building Code.
- f. Drinking fountains are not required for an occupant load of 15 or fewer.
- g. For business and mercantile occupancies with an occupant load of 15 or fewer, service sinks shall not be required.

Section II. Take Effect. That this ordinance shall take effect on October 1, 2013 and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

CITY OF PRAIRIE VILLAGE, KANSAS

/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

ORDINANCE 2281

AN ORDINANCE AMENDING CHAPTER IV OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "BUILDINGS AND CONSTRUCTION" BY AMENDING ARTICLE 4 ENTITLED "MOVING BUILDINGS" TO INCORPORATE BY REFERENCE THE "INTERNATIONAL MECHANICAL CODE, 2012 EDITION" AND ADOPTING A NEW ARTICLE ENTITLED "INTERNATIONAL MECHANICAL CODE" AND NUMBER.

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

Section I

Article 4 of Chapter IV of the Prairie Village Municipal Code, 2003, is hereby amended to read as follows:

ARTICLE 4. INTERNATIONAL MECHANICAL CODE (IMC)

4-401. INTERNATIONAL MECHANICAL CODE INCORPORATED. There is hereby adopted and incorporated by reference that certain International Mechanical Code, 2012 edition and copyrighted in 2011 by the International Code Congress, including Appendix A thereof (hereinafter referred to as the "IMC" or mechanical code). One copy of the Mechanical Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. ____." A copy of this ordinance shall be attached to each mechanical code copy and shall be filed with City Hall to be open for inspection and available to the public at all reasonable business hours. The municipal court and all administrative departments of the city charged with the enforcement of this code shall be supplied, at the cost of the city, which such numbers of official copies similarly marked as deemed expedient.

4-402. AMENDMENTS TO SECTION 101.1 – TITLE. Section 101.1 of the 2012 IMC is hereby amended to read as follows:

These regulations shall be known as the International Mechanical Code of the City of Prairie Village, Kansas, hereinafter referred to as the "IMC" or "this Code".

4-403. SECTION 101.5 ADDED – ADMINISTRATION AND ENFORCEMENT.

Section 101.5 of the 2012 IMC is hereby added to read as follows:

The administration and enforcement provisions for this Code shall be those provisions contained in Sections 103 through 116 of the International Building Code.

4-404. SECTION 102.12 ADDED – STATE BOILER INSPECTOR. Section 102.12 of the 2012 IMC is hereby added to read as follows:

Where permits are issued and portions of the work require inspection and approval of boilers and pressure vessels by the State of Kansas, those portions of the work will comply with the state requirements in lieu of compliance with the technical provisions of this Code. Contact the State Boiler Inspector at the State Department of Human Resources for complete information regarding the state requirements. State approval is generally required for all boilers that require permits.

Exceptions:

1. Boilers serving individual dwelling units and their accessory structures.
2. Boilers serving apartment houses with less than five (5) families.
3. Pressure vessels that do not exceed fifteen (15) cubic feet and 250 psi.

Section II. Take Effect. That this ordinance shall take effect on October 1, 2013 and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

CITY OF PRAIRIE VILLAGE, KANSAS

/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

ORDINANCE 2282

AN ORDINANCE AMENDING CHAPTER IV OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "BUILDINGS AND CONSTRUCTION" BY AMENDING ARTICLE 5 ENTITLED "NUISANCES AND UNSAFE STRUCTURES" TO INCORPORATE BY REFERENCE THE "INTERNATIONAL FUEL GAS CODE, 2012 EDITION" AND ADOPTING A NEW ARTICLE ENTITLED "INTERNATIONAL FUEL GAS CODE" AND NUMBER.

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

Section I.

Article 5 of Chapter IV of the Prairie Village Municipal Code, 2003, is hereby amended to read as follows:

ARTICLE 5. INTERNATIONAL FUEL GAS CODE (IFGC)

4-501. INTERNATIONAL FUEL GAS CODE INCORPORATED. There is hereby adopted and incorporated by reference that certain fuel gas code known as the "International Fuel Gas Code", 2012 edition, copyright 2011 by the International Code Council (hereinafter referred to as the "IFGC" or "this Code"), except for the amendments provided in this Article. Not less than one copy of the Fuel Gas Code shall be marked or stamped "Official Copy as adopted by Ordinance No. ____." A copy of this ordinance shall be attached to each Fuel Gas Code copy and shall be filed with City Hall to be open for inspection and available to the public at all reasonable business hours. The municipal court and all administrative departments of the city charged with the enforcement of this code shall be supplied, at the cost of the city, with such numbers of official copies similarly marked as deemed expedient.

4-502. AMENDMENTS TO SECTION 101.1 – TITLE. Section 101.1 of the IFGC is hereby amended to read as follows:
These regulations shall be known as the Fuel Gas Code of the City of Prairie Village, Kansas, hereinafter referred to as the "IFGC" or "this code".

4-503. SECTION 101.5 ADDED – ADMINISTRATION AND ENFORCEMENT. Section 101.5 of the 2012 IFGC is hereby added to read as follows:
The administrative and enforcement provisions for this Code shall be those provisions contained in Sections 103 through 116 of the international Building Code.

4-504. SECTION 301.16 ADDED – PROTECTION FROM PHYSICAL DAMAGE. Section 301.6 of the 2012 IFGC is hereby added to read as follows:
Where meters supplying fuel gas are located adjacent to parking spaces or vehicular driveways, they shall be protected from physical damage per Section 312 of the International Fire Code.

Section II. Take Effect. That this ordinance shall take effect on October 1, 2013 and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

CITY OF PRAIRIE VILLAGE, KANSAS

/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

ORDINANCE 2283

AN ORDINANCE AMENDING CHAPTER IV OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED “BUILDINGS AND CONSTRUCTION” BY AMENDING ARTICLE 6 ENTITLED “INTERNATIONAL MECHANICAL CODE” TO INCORPORATE BY REFERENCE THE “INTERNATIONAL ENERGY CONSERVATION CODE, 2012 EDITION” AND ADOPTING A NEW ARTICLE ENTITLED “INTERNATIONAL ENERGY CONSERVATION CODE” AND NUMBER.

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

Section I.

Article 6 of Chapter IV of the Prairie Village Municipal Code, 2003, is hereby amended to read as follows:

ARTICLE 6. INTERNATIONAL ENERGY CONSERVATION CODE (IECC)

4-601. INTERNATIONAL ENERGY CONSERVATION CODE INCORPORATED. There is hereby adopted and incorporated by reference that certain energy conservation code known as the “International Energy Conservation Code”, 2012 edition, copyright 2011 by the International Code Council (hereinafter referred to as the “IECC” or “this Code”), except for the amendments provided in this Article. Not less than one copy of the Energy Conservation Code shall be marked or stamped “Official Copy as adopted by Ordinance No. ____”. A copy of this ordinance shall be attached to each Energy Conservation Code copy and shall be filed with City Hall to be open for inspection and available to the public at all reasonable business hours. The municipal court and all administrative departments of the city charged with the enforcement of this code shall be supplied, at the cost of the city, with such numbers of official copies similarly marked as deemed expedient.

4-602. AMENDMENTS TO SECTION 101.1 – TITLE. Section 101.1 of the 2012 IECC is hereby amended to read as follows:
These regulations shall be known as the International Energy Conservation Code of the City of Prairie Village, Kansas, hereinafter referred to as the “IECC” or “this code”.

4-603. AMENDMENTS TO TABLE C402.2 – OPAQUE THERMAL ENVELOPE REQUIREMENTS (a) FOR CLIMATE ZONE 4. Table C402.2 of the 2012 IECC is hereby amended to read as follows:

**TABLE C402.2
OPAQUE THERMAL ENVELOPE REQUIREMENTS (a) FOR CLIMATE ZONE 4**

Roofs		
	All other	Group R
Insulation(f) entirely above deck	R-20ci	R-20ci
Metal buildings (with R-5 thermal blocks) (a) (b)	R-19 + R-11 LS	R-19 + R-11 LS
Attic and other	R-38	R-38
Walls, Above grade	All other	Group R

Mass	R-9.5ci	R-11.4ci
Metal building	R-13 + R-13ci	R-13 + R-13ci
Metal framed	R-13 + R-7.5ci	R-13 + R-7.5ci
Wood framed(f)	R-13	R-13
Walls, below grade	<u>All other</u> R-7.5ci	<u>Group R</u> R-7.5ci
Floors	<u>All Other</u>	<u>Group R</u>
Mass	R-10ci	R-10.4ci
Joist/framing(e)	R-30	R-30
Slab on grade Floors	<u>All other</u>	<u>Group R</u>
Unheated slabs	R-10 for 24" below	R-10 for 24" below
Heated slabs	R-15 for 24" below	R-15 for 24" below
Opaque Doors	<u>All other</u>	<u>Group R</u>
Swinging	U-0.61	U- 0.61
Roll- up or sliding	R-4.75	R-4.75

For SI: 1 inch = 25.4mm. ci= continuous insulation NR=no requirement LS= liner system (a continuous membrane installed below the purlins and uninterrupted by framing members. Uncompressed, unfaced insulation rests on top of the membrane between the purlins).

- a. Assembly descriptions can be found in ANSI/ASHRAE/IESNA Appendix A.
- b. Where using R-value compliance method, a thermal spacer block shall be provided, otherwise use the U-factor compliance method in Table C402.1.2.
- c. R-5.7ci is allowed to be substituted with concrete block walls complying with ASTM C90, ungrouted or partially grouted at 32" or less on center vertically and 48" or less on center horizontally with ungrouted cores filled with materials having a maximum thermal conductivity of 0.44 Bru-in/h-f² 0°F.
- d. Where heated slabs are below grade, below-grade walls shall comply with the exterior insulation requirements for heated slabs.
- e. Steel floor joist systems shall be insulated to R-38.
- f. The U-factors shown in Table C402.1.2 shall be adjusted to correspond with the R-values shown in this table.

4-604. AMENDMENTS TO SECTION C402.3 - FENESTRATION(PRESCRIPTIVE).

Section C402.3 of the 2012 IECC is hereby amended to read as follows:

Fenestration shall comply with Table C402.3. Automatic day-lighting controls specified by this section shall comply with Section C405.2.2.3.2.

C402.3.1 MAXIMUM AREA. The vertical fenestration area (not including opaque doors and opaque spandrel panels) shall not exceed forty percent (40%) of the gross above-grade wall area. The skylight area shall not exceed three percent (3%) of the gross roof area.

4-605. SECTION C406 DELETED. Section C406 of the 2012 IECC is hereby deleted.

4-606. SECTION C408 DELETED. Section C408 of the 2012 IECC is hereby deleted.

4-607. AMENDMENTS TO TABLE R402.1.1 – INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT (a). Table R402.1.1 of the 2012 IECC is hereby amended to read as follows:

**Table R402.1.1
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT (a)**

Climate Zone	Fenestration U-factor (b)	Skylight(b) U-factor	Glazed Fenestration SHGC (b)	Ceiling(g) R-value	Wood Frame Wall R-value	Mass Wall R-value(f)	Floor R-value	Basement Wall R-value(c)	Slab(d) R-value & Depth	Crawl Space(c) Wall R-value
4	0.35	0.55	0.40	49	13	8/13	19	10/13	NR	10/13

- a. R-values are minimums. U-factors and SHGC are maximums. When insulation is installed in a cavity which is less than the label or design thickness of the insulation, the installed R-value of the insulation shall not be less than the R-value specified in the table.
- b. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
- c. “10/13” means R-10 continuous insulation on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement walls.
- d. R-5 shall be added to the required slab edge R-values for heated slabs.
- e. Or insulation sufficient to fill the framing cavity, R-19 minimum.
- f. The second R-value applies when more than half the insulation is on the interior of the mass wall.
- g. Loose-fill insulation shall be installed at the rate recommended by the manufacturer’s statement “so many bags per 1000 sq ft”, Where the pitch of the roof restricts the “minimum thickness” at the exterior wall line, the insulation shall be blown into the cavity so as to achieve a greater compacted density to a point where the “minimum thickness” can be achieved. An alternative is to install high-density batts around the perimeter edge per R402.2.

4-608. AMENDMENTS TO SECTION R402.4 – AIR LEAKAGE (MANDATORY).

Section R402.4 of the 2012 IECC is hereby amended to read as follows:

The building thermal envelope shall be constructed to limit air leakage in accordance with the requirements of Sections R402.4.1.1 and R402.4.1.2.

R402.4.1 BUILDING THERMAL ENVELOPE. The building thermal envelope shall comply with Section R402.4.1.1 and R402.4.1.2. The sealing methods between dissimilar materials shall allow for differential expansion and contractions.

R402.4.1.1 INSTALLATION. The components of the building thermal envelope as listed in Table R402.4.1.1 shall be installed in accordance with the manufacturer’s instructions and the criteria listed in Table R402.4.1.1, as applicable to the method of construction. Where required by the code official, an approved third party shall inspect all components and verify compliance.

R402.4.1.2 TESTING. Where required by the code official, the building or dwelling unit shall be tested and verified as having an air leakage rate not exceeding 5 air changes per hour. Testing shall be conducted with a blower door at a pressure of 0.2 inches w.g. (50 Pascals). Where required by the code official, testing shall be conducted by an approved third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the code official. Testing shall be performed at any time after creation of all penetrations of the building thermal envelope.

During testing:

1. Exterior windows and doors, fireplace and stove doors shall be closed, but not sealed, beyond the intended weather-stripping or other infiltration control measures;
2. Dampers including exhaust, intake, makeup air, backdraft and flue dampers shall be closed, but not sealed beyond intended infiltration control measures;
3. Interior doors, if installed at the time of the test, shall be open;
4. Exterior doors for continuous ventilation systems and heat recovery ventilators shall be closed and sealed;
5. Heating and cooling systems, if installed at the time of the test, shall be turned off; and
6. Supply and return registers, if installed at the time of the test, shall be fully open.

R402.4.2 FIREPLACES. New wood burning fireplaces shall have tight-fitting flue dampers and outdoor combustion air.

R402.4.3 FENESTRATION AIR LEAKAGE. Windows, skylights, and sliding glass doors shall have an air infiltration rate of no more than 0.3 cfm per square foot, and swinging doors no more than 0.5 cfm per square foot, when tested according to NFRC 400 or AAMA/WDMA/CSA 101/I.S.2/A440 by an accredited, independent laboratory and listed and labeled by the manufacturer.

Exception: Site built windows, skylights and doors.

R402.4.4 RECESSED LIGHTING. Recessed luminaires installed in the building thermal envelope shall be sealed to limit air leakage between conditioned and unconditioned spaces. All recessed luminaires shall be IC-rated and labeled as having an air leakage rate not more than 2.0 cfm when tested in accordance with ASTM E 283 at a 1.57 psf (75 Pa) pressure differential. All recessed luminaires shall be sealed with a gasket or caulk between the housing and the interior wall or ceiling covering.

4-609. AMENDMENTS TO SECTION R403.2 – DUCTS. Section R403.2 of the 2012 IECC is hereby amended to read as follows:
Ducts and air handlers shall be in accordance with Sections R403.2.1 through R403.2.3.

R403.2.2 SEALING (MANDATORY). Ducts, air handlers, and filter boxes shall be sealed. Joints and seams shall comply with the International Mechanical Code.

Exceptions:

1. Air-impermeable spray foam products shall be permitted to be applied without additional joint seals.
2. Where a duct connection is made that is partially inaccessible, three screws or rivets shall be equally spaced on the exposed portion of the joint so as to prevent a hinge effect.
3. Continuously welded and locking-type longitudinal joints and seams in ducts operating at static pressures less than 2 inches (2") of water column (500 Pa) pressure classification shall not require additional closure systems.

Where required by the code official, duct tightness shall be verified by either of the following:

1. Post-construction test: Total leakage shall be less than or equal to 4 cfm per 100 square feet of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 pa) across the entire system, including the manufacturer's air

handler enclosure. All register boots shall be taped or otherwise sealed during the test.

2. Rough-in test: Total leakage shall be less than or equal to 4 cfm per 100 square feet of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. All registers shall be taped or otherwise sealed during the test. If the air handler is not installed at the time of the test, total leakage shall be less than or equal to 3 cfm per 100 square feet of conditioned floor area.

Exceptions:

1. The total leakage test is not required for ducts and air handlers located entirely within the building thermal envelope.
2. On the post-construction test, it is permissible to test for "leakage to the outdoors" versus a "total leakage". Leakage to the outdoors shall be less than or equal to 8 cfm per 100 square feet of conditioned floor area.

R403.2.2.1 SEALED AIR HANDLER. Air handlers shall have a manufacturer's designation for an air leakage of no more than two percent (2%) of the design air flow rate when tested in accordance with ASHRAE 193.

R403.2.3 BUILDING CAVITIES (MANDATORY). Building framing cavities shall not be used for ducts or plenums.

- 4-610. AMENDMENTS TO SECTION R403.4 – SERVICE HOT WATER SYSTEM. Section R 403.4 of the 2012 IECC is hereby amended to read as follows: Energy conservation measures for service hot water systems shall be in accordance with Section R403.4.1.

R403.4.1 CIRCULATING HOT WATER SYSTEMS (MANDATORY). Circulating hot water systems shall be provided with an automatic or readily accessible manual switch that can turn off the hot water circulating pump when the system is not in use.:

- 4-611. AMENDMENTS TO SECTION R404.1 – LIGHTING EQUIPMENT (MANDATORY). Section 404.1 of the 2012 IECC is hereby amended to read as follows Fuel gas lighting systems shall not have continuously burning pilot lights.

Section II. Take Effect. That this ordinance shall take effect on October 1, 2013 and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

CITY OF PRAIRIE VILLAGE, KANSAS

/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

ORDINANCE 2284

AN ORDINANCE AMENDING CHAPTER IV OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "BUILDINGS AND CONSTRUCTION" BY AMENDING ARTICLE 7 ENTITLED "INTERNATIONAL RESIDENTIAL CODE" TO INCORPORATE BY REFERENCE THE "NFPA70: NATIONAL ELECTRICAL CODE, 2011 EDITION" AND ADOPTING A NEW ARTICLE ENTITLED "ELECTRICAL CODE" AND NUMBER.

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

Section I.

Article 7 of Chapter IV of the Prairie Village Municipal Code, 2003, is hereby amended to read as follows:

ARTICLE 7. NFPA70: NATIONAL ELECTRICAL CODE (NEC)

- 4-701. NFPA 70: NATIONAL ELECTRICAL CODE INCORPORATED. There is hereby adopted and incorporated by reference that certain electrical code known as "NFPA 70: National Electrical Code", 2011 edition, copyrighted in 2010 by the National Fire Protection Association, Inc. (hereinafter referred to as the "NEC" or "this Code"), except for the amendments provided in this Article. Not less than three copies of the NEC shall be marked or stamped "Official Copy as adopted by Ordinance No. ____". A copy of this ordinance shall be attached to each NEC copy and shall be filed with City Hall to be open to the public at all reasonable business hours. The municipal court and all administrative departments of the City charged with the enforcement of this code shall be supplied, at the cost of the City, with such numbers similarly marked as deemed expedient.
- 4-702. SECTION 90.10 ADDED – ADMINISTRATION AND ENFORCEMENT. Article 90, Section 90.10 of the NEC is hereby added to read as follows:
The administrative provisions for this code shall be those provisions contained in Sections 103 through 116 of the International Building Code.
- 4-703. AMENDMENTS TO SECTION 210.12 – ARC-FAULT CIRCUIT-INTERRUPTER PROTECTION. Article 210, Section 210.12 of the NEC is hereby amended to read as follows:
- A. Dwelling Units. All branch circuits that supply 120-volt, single phase 15 and 20 ampere receptacles installed in bedrooms shall be protected by a combination type arc-fault circuit-interrupter installed to provide protection of the branch circuit.
- Exceptions:
1. If RMC, IMC, EMT, type MC, or steel armored type AC cables meeting the requirements of Section 250.118 and metal outlet and junction boxes are installed for the portion of the branch circuit between the branch-circuit overcurrent device and the first outlet, it shall be permitted to install an outlet branch-circuit type AFCI at the first outlet to provide protection for the remaining portion of the branch circuit.

2. Where a listed metal or nonmetallic conduit or tubing is encased in not less than two inches (2") of concrete for the portion of the branch circuit between the branch-circuit overcurrent device and the first outlet, it shall be permitted to install an outlet branch-circuit type AFCI at the first outlet to provide protection for the remaining portion of the branch circuit.
3. Where an individual branch circuit to a fire alarm system installed in accordance with Section 760.121 (B) is installed in RMC,IMC, EMT, or steel-sheathed cable type AC or type MC, meeting the requirements of Section 250.118, with metal outlet and junction boxes, AFCI protection shall be permitted to be omitted.

- B. Branch circuit extensions or modifications-dwelling units. If any of the areas specified in Section 210.12(A), where branch-circuit wiring is modified, replaced, or extended, the branch circuit shall be protected by one of the following:
1. A listed combination-type AFCI located at the origin of the branch circuit.
 2. A listed outlet branch-circuit type AFCI located at the first receptacle outlet of the existing branch circuit.

4-704. AMENDMENTS TO SECTION 334.10 – USES PERMITTED. Article 334, Section 334.10 of the NEC is hereby amended to read as follows:
Type NM, Type NMC, and Type NMS cables shall be permitted to be used in the following:

1. One and two family dwellings and their attached or detached garages and their storage buildings.
2. Multi-family dwellings except as prohibited in Section 334.12.
3. Other structures except as prohibited in Section 334.12. Cables shall be concealed within walls, floors, or ceilings that provide a thermal barrier of material that has at least a 15 minutes finish rating as identified in listings of fire-rated assemblies.
4. Cable trays, where the cables are identified for the use:
 - A. Type NM. Type NM cable shall be permitted as follows:
 1. For both exposed and concealed work in normally dry locations except as prohibited in Section 334.10(3).
 2. To be installed or fished in air voids in masonry block or tile walls.
 - B. Type NMC. Type NMC cable shall be permitted as follows:
 1. For both exposed and concealed work in dry, moist, damp, or corrosive locations, except as prohibited in Section 334.10(3).
 2. In outside and inside walls of masonry block or tile walls.
 3. In a shallow chase in masonry, concrete, or adobe protected against nails or screws by a steel plate at least 1/16 inch thick and covered with plaster, adobe, or similar finish.
 - C. Type NMS. Type NMS cable shall be permitted as follows:
 1. For both exposed and concealed work in normally dry locations except as prohibited in Section 334.10(3).
 2. To be installed or fished in air voids in masonry block or tile walls.
 3. To be used as permitted in Article 780.

4-705. ARTICLE 406 SECTION 406.12 – DELETED. Article 406 Section 406.12 (Tamper-Resistant Receptacles in Dwelling Units) of the NEC is hereby deleted.

Section II. Take Effect. That this ordinance shall take effect on October 1, 2013 and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

CITY OF PRAIRIE VILLAGE, KANSAS

/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

ORDINANCE 2285

AN ORDINANCE AMENDING CHAPTER IV OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "BUILDINGS AND CONSTRUCTION" BY DELETING ARTICLE 8 ENTITLED "INTERNATIONAL FUEL CODE" AND AMENDING ARTICLE 9 ENTITLED "ASSOCIATION OF NOTIFICATION OF CONSTRUCTION ACTIVITY" AND RENUMBERING IT AS ARTICLE 8.

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

Section 1.

Article 8 of Chapter IV of the Prairie Village Municipal Code, 2003, "entitled International Fuel Gas Code" is hereby deleted.

Section 2.

Article 9 of Chapter IV of the Prairie Village Municipal Code, 2003 is hereby amended to read as follows:

ARTICLE 8. ASSOCIATION NOTIFICATION OF CONSTRUCTION ACTIVITY

- 4-801. INTENT. The purpose of this Article is to establish procedures for notifying homes associations of planned construction activity occurring within association boundaries.
- 4-802. DEFINITIONS. As used in this Article, unless the context otherwise requires:
- (a) "Construction activity" means any improvement, construction, renovation or demolition of a single-family residential property requiring a permit issued by the City and which meets any of the following:
 - (1) Involves the partial or total demolition of a residential structure;
 - (2) Increases the interior square footage of a residential structure; or
 - (3) Alters the building footprint of a residential structure.
 - (b) "Homes Association" means any legally constituted homes association, including any homeowners' association or residential condominium or townhome owners' association representing property within the City, whose formation is recorded through its Articles of Incorporation filed with the State of Kansas and/or recognized through filings with the Johnson County, Kansas, County Clerk's Office.
- 4-803. HOMES ASSOCIATION REGISTRATION.
- (a) In order to receive notice of construction activity as described in this Article, the homes' association must register with the Codes Administration Department by completing a form provided by the City and supplying information including but not limited to:
 - (1) The name of the homes' association;
 - (2) The boundaries of the association, including addresses of all properties within the association's boundaries;
 - (3) A copy of the association's Articles of Incorporation or similar document; and
 - (4) The name and address of the individual designated to receive notices from the City as required by this Article.

- (b) It shall be the responsibility of the homes' association to notify the City of changes to its name, boundaries or contact information.
- (c) There shall be no registration fee charged for homes associations.

4-804. NOTIFICATION PROCEDURE.

- (a) Upon receipt of a construction permit application, the City shall determine whether the location of the proposed construction activity is to occur at a single-family residence within the boundaries of a registered homes' association.
- (b) If the proposed construction activity is to occur at an address within the boundaries of a registered homes' association, the City shall, within five (5) business days of receipt of the permit application, send notice to the individual identified according to 4-903(a)(4). The notice shall be delivered by United States mail and/or, if provided by the homes association, electronic mail. The notice shall include information including but not limited to:
 - (1) The location and general description of the proposed construction activity; and
 - (2) The name and telephone number of the individual filing the permit application.
- (c) Upon review, acceptance, and issuance of a construction permit, the City shall notify the homes association that the permit has been approved and issued.

Section III. Take Effect. That this ordinance shall take effect on October 1, 2013 and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

CITY OF PRAIRIE VILLAGE, KANSAS

/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

ORDINANCE 2286

AN ORDINANCE AMENDING CHAPTER VII OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "FIRE" BY AMENDING ARTICLE 1 ENTITLED "FIRE DEPARTMENT" AND ADOPTING A NEW ARTICLE OF LIKE NAME AND NUMBER.

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

Section I.

Article I of Chapter VII of the Prairie Village Municipal Code, 2003, is hereby amended to read as follows:

ARTICLE 1. FIRE DEPARTMENT

- 7-101. ADOPTION OF FIRE CONTROL MEASURES AND REGULATIONS There is hereby adopted by the city the fire control measures and regulations as herein set forth for the purposes of controlling conditions which could impede or interfere with fire suppression forces, as adopted by Ordinance No. _____.
- (a) Authority at Fires and Other Emergencies. The Fire Code Official or duly authorized representatives, as may be in charge at the scene of a fire or other emergency involving the protection of life and/or property, is empowered to direct such operations as may be necessary to extinguish or control any suspected or reported fires, gas leaks, or other hazardous conditions or situations or of taking any other action necessary in the reasonable performance of their duty. The Fire Code Official may prohibit any person, vehicle or object from approaching the scene and may remove or cause to be removed from the scene any persons, vehicle or object which may impede or interfere with the operations of the fire department. The Fire Code Official may remove or cause to be removed any person, vehicle or object from hazardous areas. All persons ordered to leave a hazardous area shall do so immediately and shall not re-enter the area until authorized to do so by the Fire Code Official.
 - (b) Interference with Fire Department Operations. It shall be unlawful to interfere with, attempt to interfere with, conspire to interfere with, obstruct or restrict the mobility of, or block the path of travel of any fire department emergency vehicle in any way, or to interfere with, attempt to interfere, conspire to interfere with, obstruct or hamper any fire department operation.
 - (c) Compliance with Order. A person shall not willfully fail or refuse to comply with any lawful order or direction of the Fire Code Official or to interfere with the compliance attempts of another individual.
 - (d) Vehicles Crossing Fire Hose. A vehicle shall not be driven or propelled over any unprotected fire hose of the fire department when laid down on any street, alleyway, private drive or any other vehicular roadway without the consent of the Fire Code Official in command of the operation.
 - (e) Definition of Authorized Emergency Vehicle. Authorized emergency vehicles shall be restricted to those which are defined and authorized under the laws of the State of Kansas.
 - (f) Operation of Vehicles on Approach of Authorized Emergency Vehicles. Upon the approach of authorized emergency vehicles, giving audible and visual signal, the

operator of every other vehicle shall immediately drive the same to a position as near as possible and parallel to the right hand edge or curb of the street or roadway, clear of any intersection, and shall stop and remain in such position until the authorized emergency vehicle or vehicles shall have passed, unless otherwise directed by the fire official or a police officer.

- (g) Vehicle Following Fire Apparatus. It shall be unlawful for the operator of any vehicle, other than one on official business, to follow closer than 300 feet from any fire apparatus traveling in response to a fire alarm, or to drive any vehicle within the block or immediate area where fire apparatus has stopped in answer to a fire alarm.
- (h) Unlawful Boarding or Tampering with Fire Department Emergency Equipment. A person shall not without proper authorization from the Fire Code Official in charge of the fire department emergency equipment, cling to, attach himself or herself to, climb upon or into, board or swing upon any fire department emergency vehicle, whether the same is in motion or at rest, or sound the siren, horn, bell or other sound-producing device thereon, or to manipulate or tamper with any levers, valves, switches, starting devices, brakes, pumps or any equipment or protective clothing on, or a part of, any fire department emergency vehicle.
- (i) Damage Injury; Fire Department; Equipment, Personnel. It shall be unlawful for any person to damage or deface or attempt, or conspire to damage or deface any fire department emergency vehicle at any time, or to injure, or attempt to injure or conspire to injure fire department personnel while performing departmental duties.
- (j) Emergency Vehicle Operation. The driver of any emergency vehicle, as defined in subsection (e) of this section, shall not sound the siren thereon or have the front red lights on or disobey any existing traffic regulation, except when the vehicle is responding to an emergency call or when responding to, but not returning from a fire. Tactical strategies such as, but not restricted to, move-ups do not constitute an emergency call. The driver of an emergency vehicle may:
 - (1) Park or stand irrespective of the provisions of existing traffic regulations.
 - (2) Proceed past a red or stop signal or other sign, but only after slowing down as may be necessary for safe operation;
 - (3) Exceed the prima facie speed limit so long as the action does not endanger life or property;
 - (4) Disregard regulations governing direction of movement or turning in specified directions.

The exemptions herein granted to an emergency vehicle shall apply only when the driver of any such vehicle while in motion sounds audible signal by bell, siren or exhaust whistle as may be reasonably necessary and when the vehicle is equipped with at least one lighted lamp displaying a red light visible under normal atmospheric conditions from a distance of 500 feet to the front of such vehicle.

- (k) Blocking Fire Hydrants and Fire Department Connections. It shall be unlawful to obscure from view, damage, deface, obstruct or restrict the access to any fire hydrant or any fire department connection for the pressurization of fire suppression systems including fire hydrants and fire department connections that are located on public or private streets and access lanes, or on private property. If upon the expiration of the time mentioned in a notice of violation, obstructions or encroachments are not removed, the Fire Code Official shall proceed to remove the same. Cost incurred in the performance of necessary work shall be paid from the municipal treasury on certificate of the Fire Code Official and with

the approval of the chief administrative official and the legal authority of the municipality shall institute appropriate action for the recovery of such costs.

- (l) Hydrant Use Approval. A person shall not use or operate any fire hydrant intended for the use of the fire department for fire suppression purposes unless such person first secures a permit for such use from the Fire Code Official and the water company having jurisdiction.
- (m) Public Water Supply. The Fire Code Official shall recommend to the chief administrative official of the municipality the location or relocation of new or existing fire hydrants and the placement or replacement of inadequate water mains located upon public property and deemed necessary to provide an adequate fire flow and distribution pattern. A fire hydrant shall not be placed into or removed from service until approved by the Fire Code Official.
- (n) Maintenance of Fire Suppression Equipment. A person shall not obstruct, remove, tamper with or otherwise disturb any fire hydrant or fire appliance required to be installed or maintained under the provisions of the International Fire Code except for the purpose of extinguishing fire, training or testing purposes, recharging or making necessary repairs, or when permitted by the fire official. Whenever a fire appliance is removed as herein permitted, it shall be replaced or reinstalled as soon as the purpose for which it was removed has been accomplished. Defective and non-approved fire appliances or equipment shall be replaced or repaired as directed by the Fire Code Official.
- (o) Sale of Defective Fire Extinguisher. A person shall not sell, trade, loan or give away any form, type or kind of fire extinguisher which is not approved by the fire official, or which is not in proper working order, or the contents of which do not meet the requirements of the fire official. The requirements of this section shall not apply to the sale, trade or exchange of obsolete or damaged equipment for junk when the units are permanently disfigured or marked with a permanent sign identifying the unit as inoperable or junk.
- (p) Street Obstructions. A person or persons shall not erect, construct, place or maintain any bumps, fences, gates, chains, bars, pipes, wood, or metal hoses or any other type of obstruction in or on any street, within the boundaries of the municipality. The word street as used in the this article, shall mean any roadway accessible to the public for vehicular traffic, including, but not limited to, private streets or access lanes, as well as all public streets and highways within the boundaries of the municipality.
- (q) Fire Hazards Generally. It is unlawful for any person to cause or create anywhere within the City, or to permit on any premises under his or her control, any situation or condition that is conducive to or likely to cause or permit the outbreak of or the spreading of fire. Any situation or condition conducive to the outbreak of and spreading of fire is declared to be a fire hazard. The violation of or failure to comply with any law or regulation pertaining to the storage, handling, or use of any flammable materials, gases, explosives and all wires and other conductors charged with electricity, is declared to be a fire hazard. The placing of stools, chairs, or any other obstruction in the aisles, hallways, doorways, stairways or exits of any theater, public hall, auditorium, school, church or other places with an assembly occupancy, or the failure to provide any such place with sufficient accessible and unobstructed fire exits, routes and escapes is declared to be a fire hazard. The obstruction of any street, avenue, alley, fire hydrant or any other condition that might delay the fire department in fighting fire is declared to be unlawful.

Section II. Take Effect. That this ordinance shall take effect on October 1, 2013 and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

CITY OF PRAIRIE VILLAGE, KANSAS

/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

ORDINANCE 2287

AN ORDINANCE AMENDING CHAPTER VII OF THE PRAIRIE VILLAGE MUNICIPAL ENTITLED "FIRE DEPARTMENT" REPEALING ARTICLE 2 ENTITLED "INTERNATIONAL FIRE CODE (IFC) BY ADOPTING NEW ARTICLE OF LIKE NAME AND NUMBER.

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

Section I.

Article I of Chapter VII of the Prairie Village Municipal Code, 2003, is hereby amended to read as follows:

ARTICLE 2. INTERNATIONAL FIRE CODE (IFC)

7-201. INTERNATIONAL FIRE CODE INCORPORATED. There is hereby adopted and incorporated by reference that certain fire code, known as the "International Fire Code," 2012 edition and appendices B, C, D, and I copyrighted in 2011 by the International Code Council (hereinafter referred to as the "IFC" or "Fire Code") except for the amendments provided in this Article. Not less than one copy of the Fire Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. ____." A copy of this ordinance shall be attached to each Fire Code copy and shall be on file with city hall to be open for inspection and available to the public at all reasonable business hours. The municipal court, and all administrative departments of the City charged with the enforcement of the Fire Code shall be supplied, at the cost of the City, with such numbers of official copies similarly marked as deemed expedient.

7-202. AMENDMENTS TO SECTION 101.1 – TITLE. Section 101.1 of the IFC is hereby amended to read as follows:
These regulations shall be known as the Fire Code of the City of Prairie Village, Kansas, hereinafter referred to as the "IFC" or "this Code".

7-203. AMENDMENTS TO SECTION 101.2 – SCOPE. Section 101.2 of the 2012 IFC is hereby amended to read as follows:

This code establishes regulations affecting or relating to structures, processes, premises and safeguards regarding:

1. The hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices;
2. Conditions hazardous to life, property or public welfare in the occupancy of structures or premises;
3. Fire hazards in the structure or on the premises from occupancy or operation;
4. Matters related to the construction, extension, repair, alteration or removal of fire suppression or alarm systems; and
5. Conditions affecting the safety of fire fighters and emergency responders during emergency operations.

101.2.1 APPENDICES. Provisions in the appendices shall not apply unless specifically adopted.

101.2.1.1 APPENDICES ADOPTED. The following appendices are adopted as part of this code:

- Appendix B- Fire Flow Requirements for Building
- Appendix C- Fire Hydrant Locations and Distribution
- Appendix D- Fire Apparatus Access Roads
- Appendix I- Fire Protection Systems-noncompliant

7-204. AMENDMENTS TO SECTION 104.1 – GENERAL. Section 104.1 of the 2012 IFC is hereby amended to read as follows:

The Fire Code official is hereby authorized to enforce the provisions of this code and shall have the authority to render interpretations of this code, and to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions. Such interpretations, policies, procedures, rules and regulations shall be in compliance with the intent and purpose of this code and shall not have the effect of waiving requirements specifically provided for in this code.

7-205. AMENDMENTS TO SECTION 105.4.1 – SUBMITTALS. Section 105.4.1 of the 2012 IFC is hereby amended to read as follows:

Construction documents and supporting data shall be submitted in three (3) sets with each application for a permit and in such form and detail as required by the Fire Code Official. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed.

7-206. SECTIONS DELETED. Sections 105.6.1 through 105.6.13; Sections 105.6.15 through 105.6.19; Sections 105.6.21 through 105.6.29; Sections 105.6.31 through 105.6.35; Sections 105.6.37 through 105.6.42; and Sections 105.6.44 through 105.6.46 are hereby deleted.

7-207. AMENDMENTS TO SECTION 105.6.20 – HAZARDOUS MATERIALS. Section 105.6.20 of the 2012 IFC is hereby amended to read as follows:

An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.6.20.

7-208. AMENDMENTS TO SECTION 105.6.30 – OPEN BURNING. Section 105.6.30 of the 2012 IFC is hereby amended to read as follows:

An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to.

Exception: Recreational fires.

7-209. AMENDMENTS TO SECTION 105.6.43 – TEMPORARY MEMBRANE STRUCTURES, TENTS AND CANOPIES. Section 105.6.43 of the 2012 IFC is hereby amended to read as follows:

An operational permit is required to operate an air-supported temporary membrane structure or a tent having an area in excess of 900 square feet, or a canopy in excess of 900 square feet.

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Funeral tents and curtains or extensions attached thereto, when used for funeral services.
3. Fabric canopies open on all sides which comply with all of the following:
 - 3.1 Individual canopies having a maximum size of 900 square feet;
 - 3.2 The aggregate area of multiple canopies placed side by side without a fire break of not less than twelve feet (12') shall not exceed 900 square feet.
less than twelve feet (12') shall not exceed 900 square feet.

3.3 A minimum clearance of twelve feet (12') to structures and other tents shall be provided.

7-210. AMENDMENTS TO SECTION 109.4 – VIOLATION PENALTIES. Section 109.4 of the 2012 IFC is hereby amended to read as follows:

Persons who shall violate a provision of this code, or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code Official, or of a permit or certificate used under the provisions of this code, shall be subject to penalties as prescribed by law, or other references incorporated, and are guilty of a public offense, punishable as provided in PVMC Chapter 8, Article 2, Sec. 8-201.

109.4.1 ABATEMENT OF VIOLATION. In addition to the imposition of the penalties herein described, the Fire Code Official is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.

7-211. AMENDMENTS TO SECTION 111.4 - FAILURE TO COMPLY. Section 111.4 of the 2012 IFC is hereby amended to read as follows:

Any person who shall continue work after having been served a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as provided in PVMC Chapter 8, Article 2, Sec. 8-201.

7-212. AMENDMENTS TO SECTION 113.2 – SCHEDULE OF PERMIT FEES. Section 113.2 of the 2012 IFC is hereby amended to read as follows:

A fee for each permit shall be paid as required, in accordance with the schedule as established by resolution of the Governing Body and as provided in PVMC Chapter 4, Article 4, Sec. 4-112.

7-213. AMENDMENTS TO SECTION 307 – OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES. Section 307 of the 2012 IFC is hereby amended to read as follows:

307.1 GENERAL. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved by the Fire Code Official and Sections 307.1.1 through 307.5.

Definitions:

“Open Burning”- The burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include road flares, smudgepots and similar devices associated with safety or occupational uses typically considered open flames, recreational fires or use of portable outdoor fireplaces. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimney necessary to provide combustion air and permit the escape of exhaust gas are open.

“Recreational Fires”- An outdoor fire burning material other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbecue grill, or barbecue pit and has a total fuel area of three feet (3') or less in diameter and 2 feet (2') or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes.

“Portable Outdoor Fireplace”- A portable, outdoor, solid-fuel-burning fireplace that may be constructed of steel, concrete, clay or other noncombustible material. A portable outdoor fireplace may be open in design, or may be equipped with a small hearth opening and a short chimney or chimney opening at the top.

307.1.1 PROHIBITED FROM BURNING. Open burning shall be prohibited when wind speeds exceed fifteen (15) MPH and when atmospheric conditions or local circumstances make such fires hazardous as determined by the Fire Code Official.

307.2 PERMIT REQUIRED. A permit shall be obtained from the Fire Code Official, prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

307.2.1 AUTHORIZATION. Where required by state or local law or regulations, open burning shall only be permitted with prior approval from the state or local air and water quality management authority, provided that all conditions specified in the authorization are followed.

307.3 EXTINGUISHMENT AUTHORITY. When open burning creates or adds to a hazardous or objectionable situation, or a required permit for open burning has not been obtained, the Fire Code Official is authorized to order the extinguishment of the open burning operation.

307.4 LOCATION. The location for open burning shall not be less than fifty feet (50') from any structure, and provisions shall be made to prevent the fire from spreading to within fifty feet (50') of any structure.

Exceptions:

1. Fires in approved containers that are not less than fifteen feet (15') from a structure.
2. The minimum required distance from a structure shall be twenty five feet (25') when the pile size is three feet (3') or less in diameter and two feet (2') or less in height.

307.4.1 BONFIRES. A bonfire shall not be conducted within fifty feet (50') of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions which would cause a fire to spread within twenty five feet (25') of a structure shall be eliminated prior to ignition.

307.4.2 PORTABLE OUTDOOR FIREPLACES. Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within fifteen feet (15') of a structure or combustible material.

Exception: Portable outdoor fireplaces used at one-and two-family dwellings.

307.5 ATTENDANCE. Open burning, bonfires, recreational fires and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. A minimum of one (1) portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire extinguishing equipment such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

7-214. AMENDMENTS TO SECTION 308 – OPEN FLAMES. Section 308 of the 2012 IFC is hereby amended to read as follows:

308.1 GENERAL. Open flame, fire and burning on all premises shall be in accordance with Sections 308.1.1 through 308.4.1 and with other applicable sections of this code.

308.1.1 WHERE PROHIBITED. A person shall not take or utilize an open flame or light in a structure, vessel, boat or other place where highly flammable, combustible or explosive material is utilized or stored. Lighting appliances shall be well-secured in a glass globe and wire mesh gage or a similar approved device.

308.1.2 THROWING OR PLACING SOURCES OF IGNITION. No person shall throw or place, or cause to be thrown or placed, a lighted match, cigar, cigarette, matches, or other flaming or glowing substance or object on any surface or article where it can cause an unwanted fire.

308.1.3 TORCHES FOR REMOVING PAINT. Persons utilizing a torch or other flame-producing device for removing paint from a structure shall provide a minimum of one (1) portable fire extinguisher complying with Section 906 and with a minimum 4-A rating, two (2) portable fire extinguishers, each with a minimum 2-A rating, or a water hose connected to the water supply on the premises where such burning is done. The person doing the burning shall remain on the premises one (1) hour after the torch or flame-producing device is utilized.

308.1.4 OPEN-FLAME COOKING DEVICES. Charcoal burners and other open-flame cooking devices shall not be located or operated on combustible balconies or within ten feet (10') of combustible construction.

Exceptions:

1. One and two family dwellings.
2. Where buildings, balconies and decks are protected by an automatic sprinkler system.

308.1.5 LOCATION NEAR COMBUSTIBLES. Open flames such as from candles, lanterns, kerosene heaters and gas-fired heaters shall not be located on or near decorative material or similar combustible materials.

308.1.6 OPEN-FLAME DEVICES. Torches and other devices, machines or processes liable to start or cause fire shall not be operated or used in or upon wildfire risk areas, except by a permit in accordance with Section 105.6, secured from the Fire Code Official.

Exception: Use within inhabited premises or designated campsites which are a minimum of thirty feet (30') from grass-, brush-, or forest-covered areas.

308.1.6.1 SIGNALS AND MARKERS. Flame-employing devices, such as lanterns or kerosene road flares, shall not be operated or used as a signal or marker in or upon wildfire risk areas.

Exception: The proper use of flares at the scenes of emergencies or as required by standard railroad operation procedures.

308.1.6.2 PORTABLE FUELED OPEN-FLAME DEVICES. Portable open-flame devices fueled by flammable or combustible gases or liquids shall be enclosed or installed in such a manner as to prevent the flame from contacting combustible material.

Exceptions:

1. LP-gas fueled devices used for sweating pipe joints or removing paint in accordance with Chapter 61.
2. Cutting and welding operations in accordance with Chapter 35.
3. Torches or flame-producing devices in accordance with Section 308.4.
4. Candles and open-flame decorative devices in accordance with Section 308.3.

308.1.7 RELIGIOUS CEREMONIES. When, in the opinion of the Fire Code Official, adequate safeguards have been taken, participants in religious ceremonies are allowed to carry hand-held candles. Hand-held candles shall not be passed from one person to another while lighted.

308.1.7.1 AISLES AND EXITS. Candles shall be prohibited in areas where occupants stand, or in an aisle or exit.

308.1.8 FLAMING FOOD AND BEVERAGE PREPARATION. The preparation of flaming food or beverages in places of assembly and drinking or dining establishments shall be in accordance with Sections 308.8.1 through 308.1.8.5.

308.1.8.1 DISPENSING. Flammable or combustible liquids used in preparation of flaming foods or beverages shall be dispensed from one of the following:

1. A one (1) ounce container; or
2. A container not exceeding one (1) quart capacity with a controlled pouring device that will limit the flow to a one (1) ounce serving.

308.1.8.2 CONTAINERS NOT IN USE. Containers shall be secured to prevent spillage when not in use.

308.1.8.3 SERVING OF FLAMING FOOD. The serving of flaming foods or beverages shall be done in a safe manner and shall not create high flames. The pouring, ladling or spooning of liquids is restricted to a maximum height of eight inches (8") above the receiving receptacle.

308.1.8.4 LOCATION. Flaming foods or beverages shall be prepared only in the immediate vicinity of the table being serviced. They shall not be transported or carried while burning.

308.1.8.5 FIRE PROTECTION. The person preparing the flaming foods or beverages shall have a wet cloth towel immediately available for use in smoldering the flames in the event of an emergency.

7-215. AMENDMENTS TO SECTION 314.4 – VEHICLES. Section 314.4 of the 2012 IFC is hereby amended to read as follows:

Liquid- or gas-fueled vehicles, boats or other motorcraft shall not be located indoors except as follows:

1. Batteries are disconnected or disabled in an approved manner.
2. Fuel in tanks does not exceed one-quarter tank or five (5) gallons, whichever is least, or as approved by the Fire Code Official.

3. Fuel tanks and fill openings are closed and sealed to prevent tampering.
4. Vehicles, boats or other motorcraft equipment are not fueled or de-fueled within the building.

7-216. AMENDMENTS TO SECTION 503.3 – MARKING. Section 503.3 of the 2012 IFC is hereby amended to read as follows:

Where required by the Fire Department, approved signs or other approved notices shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs or notices shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

503.3.1 MARKING REQUIREMENTS. Each separate fire lane signage, which may consist of one sign or a combination of signs, shall have a cumulative minimum size of 96 square inches and contain the “NO Parking” words or symbol with the words “Fire Lane” located directly beneath the “No Parking” words or symbol. Each sign or combination of signs are required to be uniformly mounted between two feet eight inches (2'-8") to seven feet zero inches (7'-0") above grade to the bottom of the sign, and so located not to obstruct pedestrian traffic. The sign or combination of signs shall be mounted within six feet (6') of the curb or striped pavement and are required to face or run parallel with oncoming vehicular traffic. The sign or combination of signs may be mounted on the building, pole base, or any other structure provided the signage meets the setback and minimum and maximum height requirements indicated above. The sign, or combination of signs, are required to be spaced no more than two hundred feet (200') apart. In addition, the curb, or pavement if a curb is absent, is required to be marked with a yellow or red stripe that shall run not less than six feet (6') of each thirty foot (30') length of fire lane. Each separate yellow or red striped area shall contain three inch (3") black lettering indicating “Fire Lane”; provided, however, that the presence of such lettering is not a prerequisite to the enforcement of fire lane parking violations. Furthermore, the exceeding of any standards intended to inform the public of the location of a fire lane shall not affect the enforcement of this Section.

7-217. AMENDMENTS TO SECTION 503.6 – SECURITY GATES. Section 503.6 of the 2012 IFC is hereby amended to read as follows:

Where security gates are installed, an approved means of emergency operation shall be provided. The security gates and emergency operation shall be maintained operational at all times and shall comply with the following:

1. All gates shall be of the sliding, hinged, or counter-balanced type, and where electrically controlled, shall be capable of being operated to the full open position by emergency responders during a loss of power to the gate's operating mechanism.
2. Electrical or mechanical operated gates shall be capable of being unlocked or opened with an approved Fire Department county keyed cylinder installed at an accessible location on the entry side of the gate. The key-operated switch shall bypass the release mechanism to allow the gate to be operated by emergency response personnel.
3. In addition to an approved key cylinder operation device, gates shall be equipped with audible release, set to operate with an emergency response yelp tone.
4. Keypads and other entry devices installed on gates shall not interfere with the operation of either the approved key access cylinder or emergency response audible release.

7-218. AMENDMENTS TO SECTION 505.1 – ADDRESS NUMBERS. Section 505.1 of the 2012 IFC is hereby amended to read as follows:

New and existing buildings shall have approved address numbers, building numbers, or approved building identification placed in a position on the building or on any structure,

mail box, sign or monument on the property that is securely fixed to the ground to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals. Numbers shall be a minimum of four inches (4") high with a minimum stroke width of one-half inch (0.5"). Numbers shall be a minimum height of four inches (4") in Use groups R-3 and R-4; six inches (6") in Use Group R-3 Child Care Facilities; and eight inches (8") in all other Use Groups. Where required by the Fire Code Official the identifying numbers shall be lighted by an approved light source.

505.1.1 SECONDARY ADDRESS NUMBERS. Multi-tenant retail shopping centers in which tenant spaces have secondary entry doors from an exterior façade of the building and have paved vehicle access adjacent to such doors, shall have approved numbers or addresses placed on or adjacent to each door. Secondary address numbers shall be a minimum of four inches (4") in height.

Exceptions:

1. If more than one entry door is installed on a façade, only one door needs to be marked (entry doors defined as overhead cargo doors and normal passage doors).
2. Further exceptions shall be permitted by the Fire Code Official after consultation with the Crime Prevention Unit of the Prairie Village Police Department, if it can be shown that marking the doors would create a security risk.

505.1.2 ADDITIONAL INFORMATION. Where identification of additional exits would be of benefit to emergency response personnel, a sequential numbering system can be required by the Fire Code Official whereby the interior and exterior surfaces of each exit is marked in an approved manner.

7-219. AMENDMENTS TO SECTION 505.2 – STREET OR ROAD SIGNS. Section 505.2 of the 2012 IFC is hereby amended to read as follows:

Streets and roads shall be identified with approved signs. The signage shall consist of Arabic numerals or alphabet letters which are reflective and contrast with their background. The numbers and letters shall be a minimum of six inches (6") high with a minimum stroke width of 0.5 inches. Temporary signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles. Signs shall be of an approved size, weather resistant and be maintained until replaced by permanent signs.

7-220. AMENDMENTS TO SECTION 506.2 – KEY BOX MAINTENANCE. Section 506.2 of the 2012 IFC is hereby amended to read as follows:

The operator of the building shall immediately notify Consolidated Fire District #2 (CFD#2) and provide the new key when a lock is changed or re-keyed. The key to such lock shall be secured in the key box. The key box shall be maintained in working order by the operator/owner/occupant of the building.

7-221. AMENDMENTS TO SECTION 507.1 – REQUIRED WATER SUPPLY. Section 507.1 of the 2012 IFC is hereby amended to read as follows:

An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of the buildings are hereafter constructed or moved into or within the jurisdiction.

507.1.1 WATER DISTRIBUTION SYSTEM FAILURES. Water districts serving areas within Prairie Village shall notify the Emergency Notifications Center of any failure in their water distribution system; hydrant repair; main breaks; pump failures; or other interruptions of water supply that may affect water supply for fire control purposes.

7-222. AMENDMENTS TO SECTION 507.5 FIRE HYDRANT SYSTEM. Section 507.5 of the 2012 IFC is hereby amended to read as follows:
Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6.

507.5.1 WHERE REQUIRED. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the Fire Code Official.

Exceptions:

1. For Group R-3 occupancies the distance shall be 600 feet.
2. For Group U occupancies the distance shall be 600 feet, or as approved by the Fire Code Official.

507.5.1.1 HYDRANT FOR STANDPIPE SYSTEMS. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within 100 feet of the Fire Department connections.

Exception: The distance shall be permitted to exceed 100 feet where approved by the Fire Code Official.

507.5.2 INSPECTION, TESTING AND MAINTENANCE. Fire hydrant systems shall be subject to periodic test as required by the Fire Code Official. Fire hydrant systems shall be maintained in an operative condition at all times and shall be repaired when defective. Additions, repairs, alterations and servicing shall comply with approved standards.

507.5.3 PRIVATE FIRE SERVICE MAINS AND WATER TANKS. Private hydrants shall be painted red in color. Private fire service mains and water tanks shall be periodically inspected, tested and maintained in accordance with NFPA 25 at the following intervals:

1. Private fire hydrants (all types): Inspection annually and after each operation; flow test and maintenance annually.
2. Fire service main piping: Inspection of exposed, annually; flow test every five (5) years.
3. Fire service main piping strainers: Inspection and maintenance after each use.

507.5.4 OBSTRUCTION. Unobstructed access to fire hydrants shall be maintained at all times. The Fire Department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. All hydrants shall be painted and highly visible.

507.5.5 CLEAR SPACE AROUND HYDRANTS. A three foot (3') clear space shall be maintained around the circumference of fire hydrants, except as otherwise required or approved by the Fire Code Official.

507.5.6 PHYSICAL PROTECTION. Where fire hydrants are subject to impact by a motor vehicle, guard posts or other approved means shall comply with section 312.

7-223. AMENDMENTS TO SECTION 509.1 – IDENTIFICATION. Section 509 of the 2012 IFC is hereby amended to read as follows:

Fire protection equipment shall be identified in an approved manner. Rooms containing controls for air conditioning systems, sprinkler risers and valves, or other fire detection, suppression or control elements shall be identified for the use of the Fire Department. Approved signs required to identify fire protection equipment and equipment location, shall be constructed of durable materials, permanently installed and readily visible.

509.1.1 IDENTIFICATION STANDARD. Rooms containing the equipment identified in Section 509.1 shall be identified by minimum four inch (4”) high letters with a minimum 0.5 inch (0.5”) stroke on contrasting background.

509.1.2 UTILITY IDENTIFICATION. Where required by the Fire Code Official, gas shutoff valves, electric meters, service switches and other utility equipment shall be clearly and legibly marked to identify the unit or space that it serves. Identification shall be made in an approved manner, readily visible and shall be maintained.

509.2 EQUIPMENT ACCESS. Approved access shall be provided and maintained for all fire protection equipment to permit immediate safe operation and maintenance of such equipment. Storage, trash, miscellaneous items and other materials or objects shall not be placed or kept in such a manner that would prevent such equipment from being readily accessible.

7-224. AMENDMENTS TO SECTION 903.3.5 – WATER SUPPLIES. Section 903.3.5 of the 2012 IFC is hereby amended to read as follows:

Water supplies for automatic sprinkler systems shall comply with this Section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in accordance with the requirements of this Section and the International Plumbing Code.

903.3.5.1 DOMESTIC SERVICES. Where the domestic service provides the water supply for the automatic sprinkler system, the supply shall be in accordance with this Section.

903.3.5.1.1 LIMITED AREA SPRINKLER SYSTEM. Limited area sprinkler systems serving fewer than twenty (20) sprinklers on any single connection are permitted to be connected to the domestic service where a wet automatic standpipe is not available. Limited area sprinkler systems connected to domestic water supplies shall comply with each of the following requirements:

1. Valves shall not be installed between the domestic water riser control valve and the sprinklers.
Exception: An approved indicating control valve supervised in the open position in accordance with Section 903.4.
2. The domestic service shall be capable of supplying the simultaneous domestic demand and the sprinkler demand required to be hydraulically calculated by NFPA 13, NFPA 13R, or NFPA 13D.

903.3.5.1.2 RESIDENTIAL COMBINATION SERVICES. A single combination water supply shall be allowed provided that the domestic demand is added to the sprinkler demand as required by NFPA 13R.

903.3.5.2 SECONDARY WATER SUPPLY. An automatic secondary on-site water supply having a capacity not less than the hydraulically calculated sprinkler demand, including the hose stream requirement, shall be provided for high-rise buildings in Seismic Design category C, D, E, or F as determined by the International Building Code. An additional fire pump shall not be required for the secondary water supply unless needed to provide the minimum design intake pressure at the suction side of the fire pump supplying the automatic sprinkler system. The secondary water supply shall have a duration of not less than thirty (30) minutes as determined by the occupancy hazard classification in accordance with NFPA 13.

Exception: Existing buildings.

903.3.5.3 MAIN CONTROL VALVES. Water supply lines for automatic sprinkler systems shall be provided with a control valve located on the riser. The valve shall be capable of isolating the underground fire service main from the automatic sprinkler system.

903.3.5.3.1 MAIN CONTROL VALVE ACCESS. The isolation control valve shall be accessible. To be considered accessible, a clear space three feet (3') by three feet (3') by seven feet (7') high shall be provided in front of the valve. Access to the clear space shall be provided by an unobstructed aisle not less than three feet (3') wide and seven feet (7') high. The valve shall be operable from floor level.

7-225. AMENDMENTS TO SECTION 903.4 – SPRINKLER SYSTEM MONITORING AND ALARMS. Section 903.4 of the 2012 IFC is hereby amended to read as follows: All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressure, and water-flow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit.

Exceptions:

1. Automatic sprinkler systems protecting one-and two-family dwellings.
2. Limited area systems serving fewer than twenty (20) sprinklers.
3. Automatic sprinkler systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the automatic sprinkler system and a separate shut-off valve for the automatic sprinkler system is not provided.
4. Jockey pump control valves that are sealed or locked in the open position.
5. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position.
6. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
7. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed and locked in the open position.
8. On existing installations, isolation valves for the backflow prevention devices remotely located pits which are locked and/or chained in the open position.

903.4.1 MONITORING. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station or,

when approved by the Fire Code Official, shall sound an audible signal at a constantly attended location.

Exceptions:

1. Underground key or hub valves in roadway boxes provided by the municipality or public utility are not required to be monitored.
2. Backflow prevention device test valves located in limited area sprinkler system supply piping shall be locked in the open position. In occupancies required to be equipped with a fire alarm system, the backflow preventer shall be electrically supervised by a tamper switch installed in accordance with NFPA 72.

903.4 ALARMS. An approved audio/visual device shall be connected to each automatic sprinkler system. Such sprinkler system water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building directly above the Fire Department connection or in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

903.4.3 FLOOR CONTROL VALVES. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor of a multi-floor building.

Exception: Automatic sprinkler systems designed in accordance with Sections 903.3.1.2 or 903.3.1.3.

7-226. AMENDMENTS TO SECTION 906.1 – WHERE REQUIRED. Section 906.1 of the 2012 IFC is hereby amended to read as follows:

Portable fire extinguishers shall be installed in the following locations:

1. In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4 and S occupancies.
Exception: In Group R-2 occupancies, portable fire extinguishers shall be required only in locations specified in items 2 through 6 where each dwelling unit is provided with a portable fire extinguisher having a minimum rating of 1-A: 10-B:C.
2. Within 30 feet of commercial cooking equipment.
3. In areas where flammable or combustible liquids are stored, used or dispensed.
4. On each floor of structures under construction, except group R-3 occupancies, in accordance with Section 3315.1.
5. Where required by the sections indicated in Table 906.1.
6. Special hazard areas, including but not limited to laboratories, computer rooms and generator rooms, where required by the Fire Code Official.

7-227. AMENDMENTS TO SECTION 907.6 – INSTALLATION. Section 907.6 of the 2012 IFC is hereby amended to read as follows:

A fire alarm system shall be installed in accordance with Sections 907.6.1 through 907.6.5.2 and NFPA 72.

907.6.1 WIRING. Wiring shall comply with the requirements of NFPA 70 and NFPA 72. Wireless protection systems utilizing radio frequency transmitting devices shall comply with the special requirements for supervision of low-power wireless systems in NFPA 72.

907.6.2 POWER SUPPLY. The primary and secondary power supply for the fire alarm system shall be provided in accordance with NFPA 72.

Exception: Backup power for single-station and multiple-station smoke alarms as required in Section 907.2.11.4.

907.6.3 ZONES. Each floor shall be zoned separately and a zone shall not exceed 22,500 square feet. The length of any zone shall not exceed 300 feet in any direction.

Exception: Automatic sprinkler system zones shall not exceed the area permitted by NPFA 13.

907.6.3.1 ZONING INDICATOR PANEL. A zoning indicator panel and the associated controls shall be provided in an approved location. The visual zone indication shall lock in until the system is reset and shall not be cancelled by the operation of an audible alarm-silencing switch.

907.6.3.2 HIGH RISE BUILDINGS. In high-rise buildings, a separate zone by floor shall be provided for each of the following types of alarm-initiating devices where provided:

1. Smoke detectors.
2. Sprinkler water-flow devices.
3. Manual fire alarm boxes.
4. Other approved types of automatic fire detectors-devices or suppression systems.

907.6.4 ACCESS. Access shall be provided to each fire alarm device and notification appliance for periodic inspection, maintenance and testing.

907.6.5 MONITORING. Fire alarm systems required by this Chapter or by the International Building Code shall be monitored by an approved supervisory station in accordance with NFPA 72. The fire alarm system shall be monitored by an approved entity that has been listed by a nationally recognized agency to perform such service.

Fire alarm systems that require two or more zones, or have addressable fire alarm panels, shall report a signal to the monitoring company wherein the fire alarm initiating device and its location can be determined. The monitoring company shall then report this information to the emergency communications center dispatch.

Exception: Monitoring by a supervising station is not required for:

1. Single-and multiple-station smoke alarms required by Section 907.2.11.
2. Smoke detectors in Group I-3 occupancies.
3. Automatic sprinkler systems in one-and two-family dwellings.
4. Proprietary systems as approved by the Fire Code Official.

907.6.5.1 AUTOMATIC TELEPHONE-DIALING DEVICES. Automatic telephone devices used to transmit an emergency alarm shall not be connected to any Fire Department telephone number unless approved by the Fire Code Official.

907.6.5.2 TERMINATION OF MONITORING SERVICE. Termination of fire alarm monitoring service shall be in accordance with Section 901.9.

7-228. AMENDMENTS TO SECTION 912.3 – ACCESS. Section 912.3 of the 2012 IFC is hereby amended to read as follows:
Immediate access to Fire Department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or moveable object. Access to Fire Department connections shall be approved by the Fire Code Official.

Exception: Fences, where provided with an access gate equipped with a sign complying with the legend requirements of Section 912.4 and a means of emergency operation. The gate and means of emergency operation shall be approved by the Fire Code Official and maintained operational at all times.

912.3.1 LOCKING FIRE DEPARTMENT CONNECTION CAPS. The Fire Code Official is authorized to require locking caps on Fire Department connections for water-based fire protection systems where the responding Fire Department carries the appropriate key wrenches for removal.

912.3.2 FIRE DEPARTMENT CONNECTIONS. The location of Fire Department connections shall be in an approved location. The connection shall be fitted with a five-inch (5") Storz quick coupling connector.

912.3.3 CLEAR SPACE AROUND CONNECTIONS. A working space of not less than thirty-six inches (36") in depth and seventy-eight inches (78") in height shall be provided and maintained in front of and to the sides of wall-mounted Fire Department connections and around the circumference of free-standing Fire Department connections, except as otherwise required or approved by the Fire Code Official.

912.3.4 PHYSICAL PROTECTION. Where Fire Department connections are subject to impact by a motor vehicle, vehicle impact protection shall be provided in accordance with Section 312 of the International Fire Code (IFC).

7-229. AMENDMENTS TO SECTION 913.4 – VALVE SUPERVISION. Section 913.4 of the 2012 IFC is hereby amended to read as follows:

Where provided, the fire pump suction, discharge and bypass valves, and the isolation valves on the backflow prevention device or assembly shall be supervised open by one of the following methods:

1. Central-station, proprietary, or remote-station signaling service.
2. Local signaling service that will cause the sounding of an audible signal at a constantly attended location.

913.4.1 TEST OUTLET VALVE SUPERVISION. Fire pump test outlet valves shall be supervised in the closed position.

7-230. AMENDMENTS TO SECTION 1022.9 – FLOOR IDENTIFICATION SIGNS. Section 1022.9 of the 2012 IFC is hereby amended to read as follows:

A sign shall be provided at each floor landing in an interior exit stairway and ramp connecting more than three (3) stories designating the floor level, the terminus of the top and bottom of the interior exit stairway enclosure and the identification of the stair or ramp. The signage shall also state the story of, and the direction to, the exit discharge and the availability of roof access from the interior exit stairway for the Fire Department. The signs shall be color coded, or have colored borders that are identified as follows: red shall be used for the primary exit enclosure with roof access; yellow for the secondary stairwell; blue for the third stairwell; white for the fourth stairwell, and green for the fifth stairwell. The sign shall be located five feet above the floor landing in a position which is readily visible when the doors are in the open and closed positions. In addition to the stairway identification signs, a floor level sign in raised characters and Braille complying

with ICC A117.1 shall be located at each floor level landing adjacent to the door leading from the interior exit stairway and ramp into the corridor to identify the floor level.

1022.9.1 SIGNAGE REQUIREMENTS. Stairway identification signs shall comply with all of the following requirements:

1. The signs shall be a minimum size of eighteen inches (18") by twelve inches (12").
2. The letters designating the identification of the interior exit stairway and ramp shall be a minimum of one-and one-half inches (1 ½") in height.
3. The number designating the floor level shall be a minimum of five inches (5") in height and located in the center of the sign.
4. All other lettering and numbers shall be a minimum of one inch (1") in height.
5. Characters and their background shall have a non-glare finish, Characters shall contrast with their background, with either light characters on a dark background or dark characters on a light background.
6. When signs required by Section 1022.9 are installed in interior exit stairways and ramps of buildings subject to Section 1024, the signs shall be made of the same materials as required by Section 1024.4.

7-231. SECTIONS DELETED. Section 1103.2, 1103.9, AND 1104.24 of the 2012 IFC are hereby deleted.

7-232. AMENDMENTS TO SECTION 5601.1 – SCOPE. Section 5601.1 of the 2012 IFC is hereby amended to read as follows:

The provisions of this Chapter shall govern the possession, manufacture, storage, handling, sale and use of explosive materials, fireworks and small arms ammunition.

Exceptions:

1. The Armed Forces of the United States, Coast Guard or National Guard.
2. Explosives in forms prescribed by the official United States Pharmacopoeia.
3. The possession, storage and use of small arms ammunition when packaged in accordance with DOT packaging requirements.
4. The possession, storage and use of not more than one (1) pound of commercially manufactured sporting black powder, twenty (20) pounds of smokeless powder and 10,000 small arms primers for hand loading of small arms ammunition for personal consumption.
5. The use of explosive materials by federal, state and local regulatory, law enforcement and fire agencies acting in their official capacities.
6. Items preempted by Federal Regulations.

7-233. AMENDMENTS TO SECTION 5601.1.3 – FIREWORKS. Section 5601.1.3 of the 2012 IFC is hereby amended and added to read as follows:

Sections 5601.1.3.1 through 5601.3.1.8 shall govern the possession, manufacture, storage, sale, handling and use of fireworks.

5601.1.3.1 FIREWORKS; DEFINED. For purposes of this Section, the term fireworks shall mean those items as defined by the rules and regulations of the Kansas State Fire Marshal, K.A.R. 22-6-1 *et seq.* and shall include but not be limited to: firecrackers, torpedoes, sparklers, Roman candles, sky rockets, pin wheels, cap or toy pistols (except such pistols or any like device designed to discharge paper caps containing not more than .25 grains of explosive mixture), canes, bombs, cannons or other like devices and

all classes of fireworks that may be shot into the air or propelled over the ground by explosive discharges or any device using blank cartridges.

5601.1.3.2 FIREWORKS; PROHIBITED. It shall be unlawful for any person to keep, store, display for sale, fire, discharge or explode any fireworks.

Exceptions:

1. Toy paper caps containing not more than .25 of a grain of explosive composition per cap;
2. The manufacture, storage, sale or authorized use of signals necessary for the safe operation of railroads or other classes of public or private transportation;
3. The military or naval forces of the United States or of this State while in the performance of official duty;
4. Law enforcement officers while in the performance of official duty;
5. The sale or use of blank cartridges for ceremonial, theatrical or athletic events.

5601.1.3.3 EXCEPTIONS; DISCHARGES. The Governing Body of the City may, in its discretion, grant permission at any time for the public display of fireworks by responsible individuals or organizations when such display or displays shall be of such a character and so located, discharged and fired as shall not be a fire hazard or endanger persons or surrounding property. It shall be unlawful for any person, firm or corporation to give any public display of fireworks without having first obtained a permit thereof.

5601.1.3.4 SALE PROHIBITED. It shall be unlawful for any person to sell, display for sale, and offer to sell or give away any type of fireworks within the city.

5601.1.3.5 PERMIT FOR PUBLIC FIREWORKS DISPLAY REQUIRED.

It shall be unlawful for any person to give or provide a fireworks display for the public or for organized groups without first obtaining a permit to do so by making application at least 20 days in advance of the desired display. Approval of the permit shall be by the Governing Body. No permit shall be approved unless the applicant furnishes a certificate of public liability insurance for the display in a minimum amount of \$5,000,000, written by an insurance carrier licensed to do business in Kansas, conditioned as being non-cancellable except by giving 10 days advance written notice to the City Clerk. In the event of cancellation of the insurance prior to the display, the permit shall automatically be revoked and void. The insurance policy must name the City of Prairie Village, Kansas as well as Consolidated Fire District No. 2, their employees, officers, elected and appointed officials as additional insured's. The application for the permit shall clearly state:

1. The name of the applicant.
2. The group for which the display is planned.
3. The location of the display including a diagram or sketch of the grounds on which the exhibition is to be held showing the point at which the fireworks are to be discharged, the location of all buildings, improvements and public streets or thoroughfares within two hundred (200) yards and the lines behind which the public will be restrained.
4. The date and time of the display as well as planned rain dates.
5. The nature or kind of fireworks to be used.
6. The name of the person, firm or corporation that will make the actual discharge of the fireworks and a copy of their Alcohol, Tobacco, Firearms and Explosives permit for possession of Division 1.3G Fireworks as well as current copies of Public Display Operator licenses issued by the Kansas State Fire Marshal.

7. The number, size and kinds of fireworks to be discharged, including their National Fire Protection Association (NFPA) division designation.
8. The Fire Chief and/or Chief of Police may impose requirements or restrictions when public safety or the general welfare of the public is a matter of concern based on the venue, location, or expected volume of spectators.

No permit shall be issued if the location, nature of the fireworks or other relevant factor is such as to create an undue hazard or risk of harm or damage to persons or property.

The City of Prairie Village, the Prairie Village Police Department and/or Consolidated Fire District No. 2 of Northeast Johnson County reserves the right to cancel, postpone or delay the beginning of the event in the case of inclement weather, high winds, extreme dry conditions or other matters of public safety.

5601.1.3.6 DISCHARGE ON STREETS AND PUBLIC PROPERTY PROHIBITED. It shall be unlawful for any person to discharge, ignite or fire any fireworks upon any public street, alley or avenue or in any park or public place within the city.

5601.1.3.7 THROWING PROHIBITED. It shall be unlawful for any person to throw, cast or propel fireworks of any kind in the direction of or into the path of any animal, person or group of persons, or from, in the direction of or into any vehicle of any kind.

5601.1.3.8 AUTHORITY OF POLICE CHIEF. The Chief of the Police Department is authorized to seize and confiscate all fireworks which may be kept, stored or used in violation of any section of this Article. He or she shall dispose of all such fireworks as may be directed by the Governing Body.

7-234. AMENDMENTS TO SECTION 5701.2.13 – ABANDONMENT AND STATUS OF TANKS. Section 5704.2.13 of the 2012 IFC is hereby amended to read as follows: Tanks taken out of service shall be removed in accordance with Section 5704.2.14, or safeguarded in accordance with Section 5704.2.13.1 through 5704.2.13.2.3 and API 1604.

5704.2.13.1 UNDERGROUND TANKS. Underground tanks taken out of service shall comply with Sections 57604.2.13.1.1 through 5704.2.13.1.4.

5704.2.13.1.1 TEMPORARILY OUT OF SERVICE. Underground tanks temporarily out of service shall have the fill line, gauge opening vapor return and pump connection secure against tampering. Vent lines shall remain open and be maintained in accordance with Sections 5704.2.7.3 and 5704.2.7.4.

5704.2.13.1.2 OUT OF SERVICE FOR 90 DAYS. Underground tanks not used for a period of 90 days shall be safeguarded in accordance with all the following or be removed in accordance with Section 5704.2.14.

1. Flammable or combustible liquids shall be removed from the tank.
2. All piping, including fill line, gauge opening, vapor return and pump connection, shall be capped or plugged and secured from tampering.
3. Vent lines shall remain open and be maintained in accordance with Sections 5704.2.7.3 and 5704.2.7.4.

5704.2.13.1.3 OUT OF SERVICE FOR ONE YEAR. Underground tanks that have been out of service for a period of one year shall be removed from the ground in accordance with Section 5704.2.14.

5704.2.13.1.4 REINSTALLATION OF UNDERGROUND TANKS. Tanks which are reinstalled for flammable or combustible liquid service shall be in accordance with this Chapter, ASME Boiler and Pressure Vessel Code (Section VIII) API 12-P, API 1615, UL 58 and UL 1316.

5704.2.13.2 ABOVE-GROUND TANKS. Above-ground tanks taken out of service shall comply with Sections 5704.3.13.2.1 through 5704.2.13.2.3.

5704.2.13.2.1 TEMPORARILY OUT OF SERVICE. Above-ground tanks temporarily out of service shall have all connecting lines isolated from the tank and be secured against tampering.

Exception: In-place fire protection (foam) lines.

5704.2.13.2.2 OUT OF SERVICE FOR 90 DAYS. Above-ground tanks not used for a period of 90 days shall be safeguarded in accordance with Section 5704.2.13.1.2 or removed in accordance with Section 5704.2.14.

Exceptions:

1. Tanks and containers connected to oil burners that are not in use during the warm season of the year or are used as a backup heating system to gas.
2. In-place, active fire protection (foam) lines.

5704.2.13.2.3 OUT OF SERVICE FOR ONE YEAR. Above-ground tanks that have been out of service for a period of one year shall be removed in accordance with Section 5704.2.14.

Exception: Tanks with operating facilities.

7-235. AMENDMENTS TO SECTION D107.1 – ONE- OR TWO-FAMILY DWELLING RESIDENTIAL DEVELOPMENT. Section D107.1 of Appendix D of the 2012 IFC is hereby amended to read as follows:

D107.1 ONE- OR TWO-FAMILY DWELLING RESIDENTIAL DEVELOPMENTS.

Developments of one- or two-family dwellings where the number of dwelling units exceed fifty (50) shall be provided with two (2) separate and approved fire apparatus access roads, and shall meet the requirements of Section D104.3.

Exceptions:

1. Where there are more than fifty (50) dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Sections 903.3.1.1, 903.3.1.2, or 903.3.1.3 of the International Fire Code (IFC), access from two (2) directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect future development, as determined by the Fire Code Official.

Section II. Take Effect. That this ordinance shall take effect on October 1, 2013 and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

CITY OF PRAIRIE VILLAGE, KANSAS

/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

ORDINANCE 2288

AN ORDINANCE AMENDING CHAPTER VII OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "FIRE" BY DELETING ARTICLE 3 ENTITLED "FIREWORKS", ARTICLE 4 ENTITLED "EXPLOSIVES; BLASTING", ARTICLE 5 ENTITLED "FLAMMABLE LIQUIDS" AND AMENDING ARTICLE 6 ENTITLED "HAZARDOUS MATERIALS RESPONSE; RECOVERY OF COSTS" AND RENUMBERING IT AS ARTICLE 3.

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

Section I

Article 3 of Chapter VII of the Prairie Village Municipal Code, 2003, entitled "Fireworks" is hereby deleted.

Section II

Article 4 of Chapter VII of the Prairie Village Municipal Code, 2003, entitled "Explosive; Blasting" is hereby deleted.

Section III

Article 5 of Chapter VII of the Prairie Village Municipal Code, 2003 entitled "Flammable Liquids" is hereby deleted.

Section IV

Article 6 of Chapter VII of the Prairie Village Municipal Code, 2003 is hereby amended to read as follows:

ARTICLE 3. HAZARDOUS MATERIALS RESPONSE; RECOVERY OF COSTS

- 7-301. AUTHORIZATION. The Fire Chief is authorized to clean up or abate the effects of any release of hazardous material and to respond to any threatened release.
- 7-302. JOINT AND SEVERAL LIABILITY. The following described persons shall be jointly and severally strictly liable to the city for the payment of all costs incurred by the City as a result of any cleanup or abatement of hazardous materials or as a result of a city response to a threatened release of hazardous materials.
- (a) The person or persons whose negligent or willful act or omission caused such release or threatened release;
 - (b) The person or persons who owned or had custody or control of the hazardous material at the time of such release or threatened release, without regard to fault or cause; and
 - (c) The person or persons who owned or had custody or control of the container which held such hazardous material at the time or immediately prior to such release or threatened release, without regard to fault or cause.
- 7-303. CLEAN UP SUPERVISOR. In the event that any person undertakes, either voluntarily or upon order of the Fire Chief or his or her designated representative, to clean up or abate the effects of any release of hazardous material, the Fire Chief may take such action as is necessary to supervise or verify the adequacy of the cleanup or abatement. The person undertaking any cleanup must be approved by the Fire Chief

or his or her designated representative before beginning the cleanup. The persons described herein shall be liable to the city for all costs incurred as a result of such supervision or verification.

DEFINITIONS. For purposes of this section, the following words shall have the following meanings:

- (a) Hazardous Material -- Any material that, because of its quantity, concentration or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released.
- (b) Release -- Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of any hazardous material into or on any structure, land, water or air.
- (c) Threatened Release -- Any imminent or impending event potentially causing but not resulting in a release, which event causes the City to respond.

7-304. RECOVERY OF COSTS.

- A. City personnel and departments involved in a response to a release or threatened release shall keep an itemized record of their actions. After the completion of the response, all departments shall certify the costs of their actions to the City Administrator.
- B. The city shall submit a written itemized claim for the total costs incurred by the city to the responsible person or persons and a written notice that unless the amounts are paid in full within 30 days, the city will file a civil action for recovery of such costs.
- C. For purposes of this section, costs incurred by the city shall include, but shall not be limited to, the following compensation of city personnel, including benefits and administrative overhead; use of equipment operation; any contract labor and materials; disposal materials and supplies consumed or expended; rental or lease of equipment; replacement of equipment contaminated beyond use or repair; decontamination of equipment; special technical services; laboratory tests; cleanup, storage or disposal of hazardous material; evacuation; medical care; legal services, including efforts to recover costs pursuant to this article. Costs shall not include actual fire suppression services which are normally or usually provided by the Fire Department.

7-305. REMEDIES. The remedies provided by this section shall be in addition to any other remedies provided by law or this code.

Section V. Take Effect. That this ordinance shall take effect on October 1, 2013 and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

CITY OF PRAIRIE VILLAGE, KANSAS

/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

ORDINANCE 2289

AN ORDINANCE AMENDING CHAPTER VIII OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "HEALTH AND WELFARE" BY REPEALING CHAPTER VIII AND ADOPTING A NEW CHAPTER OF LIKE NAME AND NUMBER

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

Section I.

Chapter VIII of the Prairie Village Municipal Code, 2003, is hereby repealed and a new Chapter VIII is to read as follows:

CHAPTER VIII. HEALTH AND WELFARE

- Article 1. Board of Health
- Article 2. Property Maintenance Code
- Article 3. Open Occupancy Regulation
- Article 4. Air Pollution Control
- Article 5. Noise and Vibration Control

ARTICLE 1. BOARD OF HEALTH

- 8-101. BOARD OF HEALTH. The City appoints Johnson County to serve as the City's board of health. Johnson County Board of Health shall appoint the Johnson County health officer as the City health officer for the city to represent the city in health matters.

ARTICLE 2. PROPERTY MAINTENANCE CODE

- 8-102. PROPERTY MAINTENANCE CODE- INCORPORATION. INTERNATIONAL PROPERTY MAINTENANCE CODE ADOPTED. In addition to the other provisions set forth in this chapter, there is hereby adopted and incorporated by reference that certain property maintenance code, known as the "International Property Maintenance Code", 2012 edition and appendix A copyrighted in 2011 by the International Code Council (hereinafter referred to as the IPMC), regulating and governing the conditions and maintenance of all property, buildings, and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings of such existing structures in the City; providing for the issuance of permits and collection of fees. Not less than (4) four copies of the Property Maintenance Code shall be marked or stamped as "Official Copy" as Adopted by Ordinance No. _____. A copy of this ordinance shall be attached to each Property Maintenance Code copy and shall be on file with the City to be open for inspection and available to the public at all reasonable business hours. The Municipal Court and all administrative departments of the City charged with the enforcement of the Property Maintenance Code shall be supplied, at the cost of the City, such number of official copies as deemed expedient.
- 8-202. TITLE, SCOPE, APPLICABILITY AND ADMINISTRATION.
Section 101.1 of the 2012 IPMC is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the International Property Maintenance Code of the City of Prairie Village, Kansas, hereinafter referred to as “this code” and/or “IPMC”.

Section 101.2 of the 2012 IPMC is hereby added to read as follows:

101.2 Scope. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises and for administration, enforcement and penalties.

Section 102.3 of the 2012 IPMC is hereby added to read as follows:

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code and NFPA 70(NEC). Nothing in this Code shall be construed to cancel, modify or set aside any provision of Chapter 16 of the Prairie Village Municipal Code also known as the “Zoning Regulations”.

Section 103.5 of the 2012 IPMC is hereby deleted and will be replaced with Section 106.4.

Section 104.1(a) of the 2012 IPMC is hereby added to read as follows:

104.1 (a) Public Officer. The assistant city attorney is hereby designated the public officer to exercise the powers prescribed in this chapter. The mayor may appoint, with the approval of the Governing Body, some other city official to serve as the public officer. In addition to the authority which may be specifically provided in the chapter, the public officer may exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this chapter. The public officer may appoint some city employee to act as his or her agent(s) to carry out the purposes of this chapter and he or she may delegate any of the aforementioned functions or powers to such employees.

Section 106.4 of the 2012 IPMC is hereby amended as follows:

106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, may be prosecuted within the limits provided by state or local law in the Prairie Village Municipal Court. Each day that a violation continues, after due notice has been served, shall be deemed as a separate offense. Prosecution of any violation as a public offense pursuant to this section may be in addition to, or as an alternative to, any other remedy or course of action available to the city under this chapter.

(a) Upon first conviction of a violation of any provision of this chapter, a person shall be punished by a fine not exceeding \$500.

(b) Upon a second conviction for a violation of any provision of this chapter a person shall be punished by a fine of at least \$100 and not more than \$500 or by imprisonment for not more than 10 days or by both such fine and imprisonment.

(c) Upon a third or subsequent conviction for a violation of any provision of this chapter, a person shall be punished by a fine of at least \$250 and not more than \$1000 or by imprisonment for not more than 10 days or by both such fine and imprisonment.

(d) For the purpose of determining whether a conviction is first, second, third or subsequent in sentencing under this section, only convictions occurring in the immediate preceding three years shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided for a first, second, third or subsequent offender, whichever is applicable.

Section 107.5 of the 2012 IPMC is hereby amended to read as follows:

107.5 Penalties. Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

Section 108.8 (A) through (D) of the 2012 IPMC is hereby added to read as follows:

108.8 (A) through (D) Damage by fire, explosion or windstorm; insurance proceeds. Damage created by fire, explosion, or windstorm shall comply with the provisions of Sections 108.8 (A) through (D).

A. If fire, explosion, or windstorm causes damage to a structure that is covered by insurance and the covered claim payment is in excess of 75 percent (75%) of the face value of the policy covering the structure, then the insurance provider shall be required to pay to the City an amount not to exceed 15% of the proceeds of such policy. The insurer first shall pay all amounts due the holder of a first real estate mortgage against the structure pursuant to the terms of the policy and endorsements thereto and then shall withhold from the covered claim payment the sums required to be paid to the City. Such payments shall be made to the City on or before the date any moneys are released by the insurer to any party, or within 30 days of the incident resulting in the claim, whichever is earlier in time. The payment shall be made by check or money order made payable to the "City of Prairie Village" with no post-dating of the check or money order allowed and sent by certified mail, return receipt requested to the City Clerk of Prairie Village, Kansas, 7700 Mission Road, Prairie Village, Kansas 66208, along with a statement explaining the reason for payment and giving the address of the property involved. All such funds received by the City Clerk shall be placed in an interest bearing account of the City. (Ref. K.S.A. 40-3901 et seq.)

B. The City shall release the insured's proceeds and any interest which has accrued thereon within 30 days after receipt of such monies, unless the City has instituted abatement proceedings and/ or a permit has been issued for re-construction pursuant to this chapter. If such proceedings have been instituted, the City shall retain the proceeds until the abatement proceedings and/or re-construction is complete. At the conclusion of the abatement proceedings and/or re-construction, all monies in excess of that expended by the City for abatement proceedings and /or re-construction expenses (such as removing mud or debris off the streets), less any salvage value, shall be paid to the insured.

C. The City may create a lien in favor of the City in the proceeds of any insurance policy based upon a covered payment made for damage or loss to the building or other structure, caused by or arising out of any fire, explosion or windstorm.

D. The City Clerk shall notify the Commissioner of Insurance for the State of Kansas within 14 days after the adoption of this section. Such notification shall state that the city has enacted an ordinance, pursuant to the authority of K.S.A.40-3901 et seq. concerning payment of insurance proceeds to the City arising out of claims due to fire, explosion or windstorms. A copy of the notice shall be maintained by the City Clerk.

Section 109.1 of the 2012 IPMC is hereby amended to read as follows:

109.1 Imminent danger. When in the opinion of the Code Official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the Code Official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The Code Official shall cause to be posted at each entrance to such structure a notice reading as follows: "This structure is unsafe and its occupancy has been prohibited by the Code Official". It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or demolishing the same. When the Code Official has determined that a structure is in danger of collapse or has suffered a partial collapse and thus poses an imminent danger to life for those in proximity to the structure, the Code Official is further authorized to order the immediate removal or demolition of the structure or portion thereof as authorized under K.S.A. 12-1756.

Section 110 of the 2012 IPMC is hereby amended to read as follows:

Section 110 Demolition

110.1 Order of demolition. The Code Official shall order the owner of any premises upon which is located any structure, which in the Code Official's judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the Code Official shall order the owner to demolish and remove such structure, or board up until further repair. Boarding the building up for future repair shall not extend beyond one year, unless approved by the Building Official. All notices and orders shall comply with Section 107.

110.2 Demolition or repair by the City. The Governing Body shall have the power to cause the repair or removal of, or to remove any structure located within the city, which may have become unsafe or dangerous. This provision and the following subsections are intended to conform with the provisions of K.S.A. 12-1750 et seq.; and to the extent there is any conflict, the Statute shall take precedent.

110.2.1 Code official's report. Whenever the Code official's investigation discloses a basis that any structure is unsafe or dangerous, the Code Official shall file a written report with the Governing Body describing the situation, its location and the circumstances that support the determination that the structure is unsafe or dangerous.

110.2.2 Notice and publication for hearing. The Governing Body, by resolution, shall fix a time and place at which the owner, the owner's agent, any lienholders of record and any occupant of such structure may appear and show cause why such structure should

not be condemned and ordered repaired or demolished. Such resolution shall be published once each week for two (2) consecutive weeks on the same day of each week. At least thirty (30) days shall elapse between the last publication and the date set for the hearing. A copy of the resolution shall be mailed by certified mail within three (3) days after its first publication to each such owner, agent, lienholder and occupant, at the last known address and shall be marked "deliver to addressee only."

110.2.3 Hearing. On the date fixed for hearing or any adjournment thereof, the Governing Body shall hear all evidence submitted by the owner, the owner's agent, lienholders of record and occupants having an interest in such structure as well as evidence submitted by the Code Official and shall make findings by resolution. Provided, in the event the Code Official determines on or before the date fixed for hearing that the structure has been sufficiently repaired or removed, the Code official shall inform the Governing Body and recommend the cancellation of the hearing. Upon acceptance of said recommendation, no further action shall be required by the Governing Body.

110.2.4(a), (b) Findings and resolution.

(a). If the Governing Body finds that such structure is unsafe or dangerous, such resolution shall direct the structure to be repaired or removed and the premises made safe and secure. Such resolution shall be published once in the official City paper and a copy mailed to the owners, agents, lienholders of record and occupants in the same manner provided for the notice of hearing. The resolution shall affix a reasonable time within which the repair or removal of such structure shall be commenced and a statement that if the owner of such structure fails to commence the repair or removal of such structure within the time stated, or fails to diligently prosecute the same until the work is completed, the Governing Body will cause the structure to be repaired or razed and removed.

(b). If the Governing Body finds that such structure is not unsafe or dangerous, such resolution shall state such finding and that the proceeding is terminated. Such resolution shall not be required to be published.

110.2.5(a), (b), (c), (d) Action, assessment and collection of costs by the City.

(a) If the owner of any structure has failed to commence the repair or removal of such structure within the time stated in the resolution or has failed to make diligent progress toward the same thereafter, the City may proceed to raze and remove such structure, make the premises safe and secure, or let the same to contract.

(b) The City shall keep an account of the cost of such work and may sell the salvage from such structure and apply the proceeds or any necessary portion thereof to pay the cost of removing such structure and making the premises safe and secure. All monies in excess of that necessary to pay such costs and the costs of publications of notice and any postage for mailing of notice, after the payment of all costs, shall be paid to the owner of the premises upon which the structure was located.

(c) The City shall give notice to the owner of such structure by restricted mail of the total cost incurred by the City in removing such structure and making the premises safe and secure and the cost of providing notice. Such notice also shall state that payment of such cost is due and payable within thirty (30) days following the receipt of such notice. If the cost is not paid within the thirty (30) day period and there is no salvageable material or if moneys received from the sale of salvage or from the proceeds of any insurance policy in which the City has created a lien pursuant to K.S.A. 40-3901 et seq. and amendments thereto, are insufficient to pay the costs of such work, the balance shall be collected in the manner provided by K.S.A. 12-1,115 and amendments thereto

or shall be assessed as a special assessment against the lot or parcel of land on which the structure was located and the City Clerk, at the time of certifying other city taxes, shall certify the unpaid portion of the costs and the County Clerk shall extend the same on the tax rolls of the county against such lot or parcel of land. The City may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115 and amendments thereto, but only until the full cost and any applicable interest has been paid in full.

(d) Whenever any structure is removed from any premises under the provisions of this ordinance, the City Clerk shall certify to the County Appraiser that such structure, describing the same, has been removed.

110.3 Duties of owner after removal of structure. The owner of any structure, upon removing the same, shall remove concrete spoils, debris and fill in any basement or other excavations located upon the premises and take any other action necessary to leave such premises in a safe and secure condition.

Section 110.4 of the 2012 IPMC is hereby deleted.

8-203. Definitions.

Section 202 of the 2012 IPMC is hereby amended as follows:

Definitions to be added:

Calendar year. The period of time beginning January 1 and ending December 31 of the same year.

Graffiti. Markings, as initials, slogans, or drawings written, spray painted, or sketched on a sidewalk, driveway, street, wall of a building, or public restroom, or the like.

Noxious plants. Means poison ivy, poison oak and poison sumac, at any height or state of maturity.

Public Officer. The Assistant City Attorney or person appointed by the Mayor and approved by the Governing Body to exercise the powers prescribed by this article.

Rank weeds. Means all vegetation which may exhale unpleasant or noxious odors, or transmit pollen into the air at any state of maturity and which exceeds 8 inches in height; also, all vegetation, regardless of height, including thickets, which conceals or invites filthy deposits, or which harbors rodents, refuse, or vermin. Such rank weeds include, but are not limited to the following: large crabgrass, large hairy crabgrass, barnyard grass, Pennsylvania smartweed, ladythumb, smartweed, curled dock, sour dock, lambsquarter, rough pigweed, redroot, shepherds purse, nodding spurge, upright spotted spurge, velvet leaf, indian mallow, sticktight, blue stickseed, common ragweed, giant ragweed, horseweed, kinghead, dandelion, cocklebur, clotbur, downy brome grass, downy chess, bermuda grass, devilgrass, stinkgrass, lovegrass, witchgrass, tumble panicgrass, giant foxtail, Johnson grass, hop sedge, sloughgrass, hemp, stinging nettle, nettle, swamp smartweed, tanweed, devils shoestring, smooth dock, maple-leaved goosefoot, waterhemp, tumbleweed, tumble amaranth, common milkweed, common mullen, burdock, beggar tick, sticktight, devils pitchfork, tall con flower, golden glow, gray goldenrod, field goldenrod.

Thickets. Means dense growths of wild shrubbery and/or uncontrolled or invasive species including but not limited to bamboo, briar patches and similar growth having stems or trunks less than one and one half inches in diameter.

Vehicle. Any automobile, truck, tractor, farm machinery or motorcycle which as originally built contained an engine, regardless of whether it contains an engine at any other time.

Vehicle; Inoperable. Means a condition of being junked, wrecked, wholly or partially dismantled, discarded, abandoned, or unable to perform the function or purpose for which it was originally intended.

Workmanlike. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work and compatible with the undamaged surfaces of the structure.

8-204. General Requirements.

Section 302.2 of the 2012 IPMC is hereby amended to read as follows:

302.2 Grading and drainage. All premises shall be graded and maintained to include grass or suitable ground cover to prevent the erosion of soil and to prevent the accumulation of standing and/or stagnant water thereon, or within any structure located thereon.

Section 302.4 of the 2012 IPMC is hereby amended to read as follows:

302.4 Weeds and Thickets. All premises and exterior property shall be maintained free from weeds or plant growth in excess of eight (8) inches in height. All noxious weeds and uncontrolled thickets shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to cut and destroy weeds and/ or uncontrolled thickets after a service of notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds and/or uncontrolled thickets growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

Sections 302.4.1 through 302.4.6 of the 2012 IPMC is hereby added to read as follows:

302.4.1 Weeds/Thickets to be Removed. It shall be unlawful for any owner, occupant, or agent of any property or any area between the property lines of said property and the centerline of any adjacent street or alley, including but not specifically limited to, sidewalks, streets alleys, easements, rights-of-way and all other areas, public or private. All weeds and/ or uncontrolled thickets as hereinabove defined are hereby declared a nuisance and are subject to abatement as hereinafter provided.

302.4.2 Notice to Remove.

A. The code official or an authorized agent shall direct the City Clerk to issue a notice of violation and order the owner, occupant, or agent of any property in the City upon which weeds exist in violation of this chapter; provided however, in the event a notice and order was previously served upon the owner, occupant or agent of the property for a violation of the City's weed control ordinance during the same calendar year, no further notice shall be required prior to any abatement action by the City. Such notice and order shall be issued in writing to the owner, occupant or agent by certified mail, return receipt requested, or by personal service. If the property is unoccupied and the owner is a nonresident, such notice and order shall be sent by certified mail, return receipt requested to the last known address of the owner. The notice and order may be made by publication in the official City newspaper in the event there is no resident agent and the owner is either unknown or is a nonresident (provided a nonresident owner with a known address is also sent notice by certified mail as required hereinabove.)

B. Such notice shall include the following:

1. That the owner, occupant, or agent is in violation of the City weed control ordinance.
2. That the owner, occupant, or agent is ordered to cut, destroy or remove the weeds and/or uncontrolled thickets within (5) days of the receipt of notice and order, or if the notice and order is served by publication, within (10) days of the date of publication.(the applicable time period hereinafter referred to as the "correction period".
3. That before the expiration of the correction period, the owner, occupant, or agent may request a hearing before the governing body or its designated representative.
4. That if within the correction period the owner, occupant, or agent fails to request a hearing or to cut destroy or remove the weeds and/or uncontrolled thickets to the satisfaction of the code official or an authorized assistant, the City or its authorized agent will cut, destroy, or remove the weeds and/or uncontrolled thickets and assess against the owner, occupant or agent the total costs of the cutting, destruction, or removal of the weeds and/or uncontrolled thickets including a reasonable administrative fee and the cost of all notices.
5. That payment of the assessed total costs are due and payable within thirty (30) days following the receipt of notice of such costs, or the city will levy such costs against the property as a special assessment. And further pursuant to Kansas statute, the City may also pursue the collection of such costs by seeking a personal judgment against the owner in Johnson County District Court as provided by K.S.A. 12-1, 115 and amendments thereto.
6. That no further notice shall be given by the City prior to any additional cutting or removal of weeds and/or uncontrolled thickets on the property by the City or its authorized agent during the current calendar year and that any such additional costs will be assessed in the same manner.
7. That separate from and independent of any abatement action of the weed violation by the City, the code official, at his or her option, may also file a complaint or complaints in the Municipal Court of the City against the owner, occupant or agent of the property for any violation of the City weed control ordinance.
8. That the code official shall be contacted if there are any questions regarding the notice and order.

C. In the event any owner, occupant or agent of any property refuses acceptance of any notice and order prescribed by subsection (A) above, or in the event the city has made reasonable but unsuccessful efforts to provide notice in the manner prescribed by subsection (A) above, a copy of said notice and order shall be posted on the premises and additional copies shall be sent to all known addresses of any owner, occupant or agent by First Class U.S. mail, and notice shall then be deemed given at such time pursuant to K.S.A 12-1617f.

302.4.3 Abatement; Assessment of Costs.

A. If during the correction period prescribed above, the owner, occupant or agent fails to request a hearing or refuses or fails to cut, destroy or remove such weeds and/or uncontrolled thicket to the satisfaction of the code official or an authorized assistant, the City or its authorized agent shall cut, destroy, or remove such weeds and/or uncontrolled thicket and shall keep an account of the cost of same and report them to the City Clerk. Provided, if a notice and order was previously served upon the owner, occupant, or

agent of the property for a violation of the city weed control ordinance during the same calendar year, the city or its authorized agent may proceed to cut, destroy or remove any weeds and/or uncontrolled thicket without any delay or further notice.

B. The City shall issue a notice of costs to the owner, occupant or agent by certified mail, return receipt requested, providing the costs of abatement of the nuisance, which shall include the costs of cutting, destroying, or removing the weeds and/or uncontrolled thickets, a reasonable administrative fee and the cost of all notices. Such notice shall also state that payment of the costs is due and payable within thirty (30) days following receipt of the notice.

C. If the costs of abatement remain unpaid after thirty (30) days following receipt of the notice of costs, a record of the costs of abatement shall be certified to the City Clerk, who shall cause such costs to be assessed against the property. The City Clerk shall certify the assessment to the County Clerk at the time other special assessments are certified for spreading on the tax rolls of the county. Further, the City may also pursue the collection of such costs by seeking a personal judgment against the owner in Johnson County District Court, as provided by K.S.A 12-1, 115, and amendments thereto.

D. If there is a change in the record owner of title to the property subsequent to giving notice pursuant to this article, the City may not recover any costs or levy an assessment for the costs incurred by the cutting, destruction or removal of weeds and/or uncontrolled thickets on the property unless a new record owner of title to the property is provided notice as required by this article. (K.S.A. 12-1617f)

302.4.4 Right of Entry. The City and its authorized agent(s) are hereby expressly authorized to enter upon private property at all reasonable hours for the purpose of cutting, destroying, or removing such weeds and/or uncontrolled thickets in a manner consistent with this article.

302.4.5 Unlawful Interference. It shall be unlawful for any person to interfere with or to attempt to prevent the City or its authorized agent(s) from entering upon any such property or from proceeding with such cutting, destruction, or removal. Such interference shall constitute a code violation.

302.4.6 Complaint. Separate from and independent of any abatement action as provided for herein, the code official, at his or her option, may also file a complaint or complaints in the Municipal Court of the City against the owner, occupant or agent of the property for any violation of the city weed control ordinance.

Section 302.8 of the 2012 IPMC is hereby amended to read as follows:

302.8 Motor vehicles. It is a violation of this chapter for any person, partnership, corporation, or other entity, or their agent either as owner, lessee, tenant, or occupant of land within the city to park, store, deposit, or permit to be parked, stored, or deposited on such land or on the public street adjacent thereto a vehicle that is inoperative or unlicensed. No vehicle shall at any time be in a state of major disassembly, disrepair, on in a state of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth designed for the environmentally safe application of the paint. The provisions of this article shall not apply to owners who have temporarily placed their motor vehicle in an inoperable condition while working on the vehicle on their premises, provided that such work is performed inside an enclosed structure designed and approved for such use. In no event shall an owner or person in

possession maintain a motor vehicle on his or her premises in an inoperable condition, outside of an enclosed structure, for a period in excess of 48 hours.

Sections 302.8.1 through 302.8.14 of the 2012 IPMC are hereby added as follows:

302.8.1 Motor Vehicle Nuisances Unlawful; Defined; Exceptions. It shall be unlawful for any person to maintain or permit any motor vehicle nuisance within the City.

(A) A motor vehicle nuisance is any motor vehicle which is not currently registered or tagged pursuant to K.S.A. 8-126 to 8-149 inclusive, as amended; or parked in violation of City ordinance; or incapable of moving under its own power; or in a junked, wrecked, or inoperable condition. Any one of the following conditions shall raise the presumption that a vehicle is junked, wrecked, or inoperable.

(1) Absence of a current registration plate upon the vehicle;

(2) Placement of the vehicle or parts thereof upon jacks, blocks, or other supports;

(3) Absence of one or more parts of the vehicle necessary for the lawful operation of the vehicle upon street or highway.

(B) The provisions of this section shall not apply to:

(1) Any motor vehicle which is fully enclosed in a garage or other building;

(2) The parking or storage of a vehicle inoperable for a period of 48 consecutive hours or less;

(3) Any person conducting a business enterprise in compliance with the existing zoning regulations.

However, nothing in this subsection shall be construed to authorize the maintenance of a public nuisance.

302.8.2 Complaints; Inquiry and Inspection. The code official shall make inquiry and inspection of premises upon receiving a complaint or complaints stating that a motor vehicle nuisance exists and describing the same and where located or is informed that a motor vehicle nuisance may exist by the Board of Health, Police Chief, or the Fire Chief. The code official may make such inquiry and inspection when he or she observes conditions which appear to constitute a motor vehicle nuisance. Upon making any inquiry and inspection, the code official shall maintain a written report of findings.

302.8.3 Right of Entry. It shall be a violation of this article to deny the code official or his or her designated agent(s) the right of access and entry upon private property at any reasonable time for the purpose of making inquiry and inspection to determine if a nuisance exists.

302.8.4 Notice. Any person found by the code official to be in violation of Section 302.8.1, as amended, shall be served a notice of such violation. The notice shall be served by restricted mail, postage prepaid, return receipt requested; provided that if the owner or his or her agent in charge of the motor vehicle is a resident of Johnson County, Kansas, the notice shall be personally served by the code official or a law enforcement officer. In the event that such person cannot be served in person or by restricted mail or such person is unknown or his or her location is unknown, the code official shall make an affidavit to that effect and service may be made by publication of the notice once each week for two consecutive weeks in an official city newspaper and by posting the notice on the motor vehicle.

302.8.5 Same: Contents. The notice shall state the condition(s) which is (are) in violation of Section 302.8.1. The notice shall also inform the person that:

- (1) He, she or they will have ten (10) days from the date of serving the notice to abate the condition(s);
- (2) He, she, or they will have ten (10) days from the date of serving the notice to request a hearing before the governing body on the matter as provided by Section 302.8.9.
- (3) Failure to abate the condition(s) or to request a hearing within the time allowed may result in prosecution as provided in Section 302.8.9 and/or abatement of the condition(s) by the City as provided in Section 302.8.7.

302.8.6 Failure to Comply; Penalty. Should the person fail to comply with the notice to abate the nuisance or request a hearing, the code official may file a complaint in the Municipal Court of the City against such person and upon conviction, be fined in an amount not to exceed \$500, or be imprisoned not to exceed 30 days, or be both fined and imprisoned. Each day during, or on which a violation occurs, or continues after notice has been served shall constitute an additional or separate offense.

302.8.7 Abatement. In addition to, or as an alternative to prosecution as provided in Section 302.8.6 the code official may seek to remedy violations of this article in the following manner. If a person to whom a notice has been sent pursuant to Section 302.8.4 has neither alleviated the condition(s) causing the alleged violation, or requested a hearing before the governing body within the time period specified herein, the code official may present a resolution to the governing body for adoption authorizing the code official or other agents of the city to abate the condition(s) causing the violation at the end of ten (10) days after passage of the resolution. The resolution shall further provide that the costs incurred by the city shall be charged against the lot or parcel of ground on which the motor vehicle nuisance was located, or against lots or parcels of property in the city which are owned by the owner of the motor vehicle causing the nuisance, as provided in Section 302.8.10. A copy of the resolution shall be served upon the person in violation in one of the following ways:

- (1) Personal service upon the person in violation;
- (2) Service by certified mail, postage prepaid, return receipt requested;
- (3) In the event the whereabouts of such person are unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the code official and filed with the city clerk, and the serving of the resolution shall be made by publishing the same once each week for two consecutive weeks in the official city newspaper and by posting a copy of the resolution on the premises where such condition(s) exist.

302.8.8 Disposition of Vehicle. Disposition of any motor vehicle removed and abated from private property pursuant to this article shall be as provided by K.S.A. 8-1102, as amended.

302.8.9 Hearing. If a hearing is requested within the ten (10) day period as provided in Section 302.8.5, such request shall be made in writing to the governing body. Failure to make a timely request for a hearing shall constitute a waiver of the person's right to contest the findings of the code official before the governing body. The hearing shall be held by the governing body as soon as possible after filing the request and the person shall be advised by the city of the time and place of the hearing at least five (5) days in advance thereof. At such hearing the person may be represented by counsel, and the person and the city may introduce such witnesses and evidence as is deemed

necessary and proper by the governing body. The hearing need not be conducted according to the formal rules of evidence. Upon conclusion of the hearing, the governing body shall record its determination of the matter by means of adopting a resolution and serving the resolution upon the person in the manner provided in Section 302.8.7.

302.8.10 Costs Assessed. If the city abates the motor vehicle nuisance pursuant to this chapter, the cost of abatement shall be charged against the lot or parcel of ground on which the nuisance was located or against lots or parcels of property in the city which are owned by the owner of the motor vehicle causing the nuisance. The city clerk shall, at the time of certifying other taxes to the county clerk, certify the costs as provided in this section. The county clerk shall extend the same on the tax roll and it shall be collected by the county treasurer and paid to the city as other city taxes are collected and paid.

302.8.11 Inoperable Vehicles; Authorization of Code Official to Order Removal. It is a violation of this chapter for any person, partnership, corporation, or other entity, or their agent either as owner, lessee, tenant, or occupant of land within the city to park, store, or deposit, or permit to be parked, stored, or deposited on such land or on the public street adjacent thereto, a vehicle that is not in an operating condition. In the event that the code official finds that any such person has parked, stored, or deposited, or permitted to be parked, stored, or deposited on such land or in the streets immediately adjacent thereto such a vehicle, the orders that he or she enters may include an order to remove such vehicle from such land or the street immediately adjacent thereto. In the event the person to whom the order is directed fails to remove such vehicle within the specified time, the code official may enter an order authorizing the city to tow and remove the vehicle as provided by K.S.A. 8-1102, as amended.

302.8.12 Parking and Storage of Inoperable Vehicles in Districts Zoned R-1 Through R-4 and RP-1 Through RP-4.

(A) It is unlawful for the owner or person in possession of any motor vehicle to park or place the vehicle upon a street, driveway, lot, plot, or tract within any district zoned R-1 through R-4 and RP-1 through RP-4 (except in an enclosed structure) while the vehicle is in an inoperable condition. The provisions of this article shall not apply to owners who have temporarily placed their motor vehicles in a inoperable condition while working on the vehicles on their premises. In no event shall an owner or person in possession maintain a motor vehicle on his or her premises in an inoperable condition for a period in excess of forty eight (48) hours unless such vehicle is placed in an enclosed structure.

(B) Prior to issuing a citation the code official or a police officer of the city shall make a reasonable attempt to notify and inform the owner or person in possession of the vehicle of the ordinance violation. The notification shall state the date and time which it is issued and shall notify the owner or person in possession of the vehicle that in the event the same is not placed in an operating condition, removed from the premises, or placed in an enclosed structure within forty eight (48) hours of the issuance of the notice, a citation will be filed against the owner or person in possession in municipal court. In no event shall the temporary moving of such vehicle by the owner or person in possession of the same operate as a defense to a citation alleging violation of this section.

302.8.13 Parking and Storage of Inoperable Vehicles in Districts Zoned C-O Through C-2 and CP-O Through CP-2.

(A) It is unlawful for the owner or person in possession of any motor vehicle to park or place the vehicle upon a street, driveway, lot, plot or tract within any district zoned C-O

through C-2 and CP-O through CP-2 (except in an enclosed structure) while the vehicle is in an inoperable condition. Provided however, that section 302.8.14 shall apply to filling stations (or gasoline service stations) operating as special uses or nonconforming uses.

(B) Prior to issuing a citation, the code official or a police officer of the city shall make a reasonable attempt to notify and inform the owner or person in possession of the vehicle of the ordinance violation. The notification shall state the date and time at which it is issued and shall notify the owner or person in possession of the vehicle that in the event the same is not removed from the premises, or placed in an enclosed structure within forty eight (48) hours of the issuance of the notice, a citation will be filed against the owner or person in possession in municipal court. In no event will the temporary moving of such vehicle by the owner or person in possession operate as a defense to a citation alleging violation of this section.

302.8.14 Parking and Storage of Motor Vehicles Accepted for Repair by Filling Stations (Or Gasoline Service Stations) Operating as Special Uses or Nonconforming Uses.

(A) The regulations set forth in this section shall apply to the parking or storing of motor vehicles accepted for repair by filling stations (or gasoline service stations) operating as special or nonconforming uses anywhere in the city.

(B) All such vehicles may be stored or parked only in an enclosed structure or in parking spaces located on the premises of such filling station. Such vehicles shall not be parked on the street.

(C) No more than twelve (12) such vehicles shall be stored or parked on the premises of such filling station (other than in an enclosed structure) at any one time.

(D) No such vehicles shall be parked or stored on the premises (other than in an enclosed structure) for a period in excess of fourteen (14) consecutive days.

Section 304.7 of the 2012 IPMC is hereby amended to read as follows:

304.7 Roofs and Drainage. The roof and flashing shall be sound, not missing shingles or any other roofing component, not have holes, or other obvious visible damage or deterioration, nor have any other defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance or discharges the water directly onto adjacent property.

Section 302.10 of the 2012 IPMC is hereby added to read as follows:

302.10 Animal sanitation. No excessive accumulation of animal waste shall be permitted on any property. Animal waste shall not be disposed of in an open ditch or storm drain. All carcasses of animals shall not remain exposed after death.

Section 302.11 of the 2012 IPMC is hereby added to read as follows:

302.11 Pools of water. Ponds, reservoirs, swimming pools or any other receptacles of water shall be maintained free of trash, debris, garbage or other effluvia and shall not serve as a breeding ground for insects or other vermin.

Section 304.14 of the 2012 IPMC is hereby amended to read as follow:

304.14 Insect screens. During the period from May 15 to October 15, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or

utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch, and every screened door used for insect control shall have a self-closing device in good working condition. **Exception:** Screen doors shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

Section 304.19 of the 2012 IPMC is hereby amended to read as follows:

304.19 Gates and fences.

Gates. All exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

Fences. All fencing shall be maintained in good condition free of damage, breaks, or missing structural members. Areas that are leaning, buckling, sagging, or deteriorating shall be repaired or replaced with material compatible with the undamaged portions of the fence and be in compliance with the zoning regulations. Where fences have been painted, all peeling, flaking and chipped paint shall be eliminated and surfaces repainted.

Section 308.1.1 of the 2012 IPMC is hereby added to read as follows:

308.1.1 Trash and Refuse. The throwing, leaving, depositing or allowing the accumulation of any worn out, broken, or worthless item, waste, garbage, trash, debris or refuse on any property, drainage course or other land is prohibited. Such items include those that impeded mowing of weeds or tall grass, are food products or food containers attracting insects, rodents or animals, or are useless as evidenced by their broken, deteriorated or dismantled condition.

Section 310 of the 2012 IPMC is hereby added to read as follows:

**Section 310
Storage of Useful Items**

310.1 Storage of Useful Items.

(A) Residential Property. No person shall place, construct, install affix, store or allow to remain, any item, object or structure on any property zoned or used for single family or duplex purposes except as specifically and explicitly permitted by this section.

(B) Permitted Items. The following items, objects or structures are permitted as specified in subsection (a):

1. Any item, object or structure permitted under the applicable provisions of the zoning ordinance, in full compliance with the authorizing provision. The intent of this subsection is to permit only those items specifically permitted under the applicable zoning district regulations or permitted accessory uses.
2. Authorized trash containers.
3. Firewood, neatly stacked and free of insects and vermin, behind the front building line extended and behind the front and side platted building lines.
4. Swing sets and other similar recreational equipment.

(C) All other Items. Any item, object or structure not specifically authorized in subsection (b) must be located within a fully enclosed structure, or within the back yard and fully screened from view from any adjacent property by a wall, fence or landscaping installed with materials of quality compatible with the immediate neighborhood as determined by the code official. Such screening shall be constructed and maintained in accordance with applicable city codes and shall be adequate to prevent substantial viewing of the

enclosed objects from any place within the adjacent property or any structure located on that property.

(D) All Other property. With respect to all property other than that covered by subsection (a), no person shall place, construct, install, affix or store or allow to remain, any item, object or structure except those specified in subsection (b) (1).

(E) Notwithstanding any other applicable provision, permitted items, objects or structures shall occupy no more than 20 percent of the allowable outside storage area. With respect to matters governed by subsection (c) above, in measuring the area occupied by such items, objects or structures to determine if the permitted 20 percent is exceeded, a rectangle shall be constructed to include all points where any such item, object or structure is located and the area shall be calculated to include all that area within the rectangle. This method of calculating area shall not apply to those items specifically authorized in subsections (b)(1), (b)(2), and (b)(3) above.

Section 602.3 of the 2012 IPMC is hereby amended to read as follows:

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units, or sleeping units on terms either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from October 15 to May 15 to maintain a minimum temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the 2012 International plumbing Code.

2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

Section 602.4 of the IPMC is hereby amended to read as follows:

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from October 15 to May 15 to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.

2. Areas in which persons are primarily engaged in vigorous physical activities.

ARTICLE 3. OPEN OCCUPANCY REGULATION

8-301. DEFINITIONS. As used in this article:

- A. Chairperson -- Chairperson of the open occupancy committee or in the event of his or her absence from the city, the vice chairperson of the committee;
- B. Discriminatory Housing Practice -- An act that is unlawful under section 8-303: 8-306.
- C. Dwelling -- Any building, structure, or portion thereof which is occupied as or designed or intended for occupancy, as a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof;
- D. Family -- Is defined to include a single individual;

- E. Person -- One or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, and fiduciaries;
- F. Real Estate Broker -- Any person who, for a fee or other valuable consideration, sells, purchases, exchanges or rents, or negotiates or offers or attempts to negotiate the sale, purchase, exchange or rental of real property of another or holds himself or herself out as engaged in the business of selling, purchasing, exchanging or renting the real property of another, or collects rental for the use of the real property of another;
- G. To Rent -- To lease, to sublease, to let and otherwise to grant for a consideration the right to occupy premises not owned by the occupant.

8-302. EFFECTIVE DATES OF CERTAIN PROHIBITIONS.

- A. Subject to the provisions of subsection (b) of this section and section 8-306, the prohibitions against discrimination in the sale or rental of housing set forth in section 8-303 shall apply to:
 - (1) Dwellings owned or operated by the federal government;
 - (2) Dwellings provided in whole or in part with the aid of loans, advance, grants or contributions made by the federal government, under agreements entered into after November 20, 1962, unless payment due thereon has been made in full prior to the date of the enactment of this article;
 - (3) Dwellings provided in whole or in part by loans insured, guaranteed, or otherwise secured by the credit of the federal government, under agreements entered into after November 20, 1962, unless payment thereon has been made in full prior to the date of the enactment of this article; provided, that nothing contained in subdivisions (b) and (c) of this subsection shall be applicable to dwellings solely by virtue of the fact that they are subject to mortgages held by an F.D.I.C. or F.S.L.I.C. institution; and,
 - (4) Dwellings provided by the development or redevelopment of real property purchased, rented, or otherwise obtained from a state or local public agency receiving federal financial assistance for slum clearance or urban renewal with respect to such property under loan or grant contracts entered into after November 20, 1962.
- B. Nothing in section 8-303 (other than subsection (c)) shall apply to:
 - (1) Any single family house sold or rented by an owner; provided, that such private individual owner does not own more than three such single family houses at any one time; provided further, that in the case of the sale of any such single family house by a private individual owner not residing in such house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall apply only with respect to one such sale within any 24 month period; provided further, that such bona fide private individual owner does not own any interest in, nor is there owned or reserved on his or her behalf, under any express or voluntary agreement, title to, or any right to all or a portion of the proceeds from the sale or rental of, more than three such single family houses at any one time; provided further, that after December 31, 1969, the sale or rental of any such single family house shall be excepted from the application of this title only if such house is sold or rented:
 - (a) Without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent or salesperson, or of such facilities

or services of any person in the business of selling or renting dwellings, or of any employee or agent of any such broker, agent, salesperson, or person; and,

(b) Without the publication, posting, or mailing after notice, of any advertisement or written notice in violation of subsection (c) of section 8-603 but nothing in this provision shall prohibit the use of attorneys, escrow agents, abstractors, title companies, and any other such professional assistance as necessary to perfect or transfer the title; or

(2) Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his or her residence.

C. For the purpose of subsection (b), a person shall be deemed to be in the business of selling or renting dwellings if:

(1) He or she has, within the preceding 12 months, participated as principal in three or more transactions involving the sale or rental of any dwelling or any interest therein; or

(2) He or she has, within the preceding 12 months, participated as agent, other than in the sale of his or her own personal residence in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale, or rental of any dwelling or any interest therein; or,

(3) He or she is the owner of any dwelling designed or intended for occupancy by, or occupied by, five or more families.

8-303. DISCRIMINATION IN THE SALE OR RENTAL OF HOUSING. As made applicable by section 8-302 and except as exempted by subsection (b) of 8-302 and section 8-306 it is unlawful:

- (a) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, or national origin;
- (b) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, or national origin;
- (c) To make, print, or publish, or cause to be made printed or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, or national origin, or an intention to make any such preference, limitation, or discrimination;
- (d) To represent to any person because of race, color, religion, or national origin that any dwelling is not available for inspection, sale, or rental, when such dwelling is, in fact, so available;
- (e) For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, or national origin.

8-304. DISCRIMINATION IN THE FINANCING OF HOUSING. It is unlawful for any bank, building and loan association, insurance company, or other corporation, association, firm or enterprise, whose business consists in whole or in part in making of commercial real estate loans, to deny a loan or other financial assistance to a person applying therefore, for the purpose of purchasing, constructing, improving, repairing, or maintaining a dwelling, or to discriminate against him or her in the fixing of the amount, interest rate, duration, or other terms or conditions of such loan or

other financial assistance, because of the race, color, religion, or national origin of such person or of any person associated with him or her in connection with such loan or other financial assistance or the purposes of such loan or other financial assistance, or of the present or prospective owners, lessees, tenants, or occupants of the dwelling or dwellings in relation to which such loan or other financial assistance is to be made or given; provided, that nothing contained in this section shall impair the scope or effectiveness of the exception contained in subsection (b) of section 8-302.

8-305. DISCRIMINATION IN THE PROVISION OF BROKERAGE SERVICES. It is unlawful to deny any person access to or membership or participation in any multiple-listing service, real estate brokers' organization or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against him or her in the terms or conditions of such access, membership, or participation, on account of race, color, religion, or national origin.

8-306. EXEMPTION. Nothing in this article shall prohibit a religious organization, association, or society, or any nonprofit institution, or organization, operated, supervised or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color, or national origin; nor shall anything in this article prohibit a private club not, in fact, open to the public which as an incident to its primary purpose, or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

8-307. PREVENTION OF INTIMIDATION IN OPEN OCCUPANCY CASES. It is unlawful for any persons, whether or not acting under color of law, by force, or threat of force, to willfully injure, intimidate or interfere with, coerce or threaten, or attempt to injure, intimidate or interfere with, coerce, or threaten:

- (a) Any person because of his or her race, color, religion or national origin and because he or she is or has been selling, purchasing, renting, financing, occupying, or contracting or negotiating for the sale purchase, rental, financing or occupation of any dwelling, or applying for or participating in any service, organization, or facility relating to the business of selling or renting dwellings;
- (b) Any person because he or she is, or has been, or in order to intimidate such person, or any other person, or any class of persons from participating, without discrimination on account of race, color, or religion or national origin in any of the activities, services, organizations or facilities described in subsection (a) of this section;
- (c) Any person because he or she is or has been or in order to discourage such citizen, or any other citizen, from lawfully aiding or encouraging other persons to participate, without discrimination on account of race, color, religion, or national origin, in any of the activities, services, organizations or facilities described in subsection (a) of this section or participating lawfully in speech or peaceful assembly opposing any denial of opportunity to so participate.

8-308.

INITIAL PROCEDURE TO FACILITATE VOLUNTARY COMPLIANCE. To secure within a reasonable time, bona fide accomplishment of this article in individual cases, the following procedure to facilitate discontinuance of violations without imposition of penal sanctions shall be employed:

- (a) Any person claiming to be aggrieved by a violation, as defined herein, may on a standardized form, file with the city clerk a written, verified complaint, identifying the person alleged to have committed the violation and setting forth the particulars thereof. The city clerk is directed to adopt and furnish, without charge, official complaint forms, and is empowered to administer oaths to complainants, and he or she and his or her staff may assist in the clerical preparation of such complaints. Such complaints shall be filed within 180 days after the date on which the violation allegedly occurred;
- (b) Upon the filing of a complaint, as herewith provided, the city clerk shall refer the complaint to the then designated chairperson of the open occupancy committee, or, in his or her absence from the city, the vice chairperson of the committee. The chairperson shall cause an immediate investigation of the matter stated in the complaint and shall attempt to effect an adjustment or conciliation by conference and negotiation.
- (c) After the investigation and attempted adjustment or conciliation by the chairperson or vice chairperson but within 30 days of the filing of the complaint, if in the judgment of the chairperson to whom the complaint has been referred the complaint is substantial and the adjustment or conciliation has not occurred, the chairperson shall refer the complaint, together with a full report of his or her activities in connection therewith, to the open occupancy committee. If the chairperson finds the complaint is frivolous or not in good faith, he or she shall submit his or her findings, together with all the evidence he or she has gathered, to the open occupancy committee who may adopt the finding as a final disposition of the complaint, or upon motion of two members of the open occupancy committee act upon the finding in the same manner as if the chairperson had found the complaint to be substantial and adjustment or conciliation had not occurred;
- (d) There is hereby established an open occupancy committee of five members of the city council to be appointed by the mayor, one of whom shall be designated as chairperson and another as vice chairperson for a term of one year. A quorum of three members of the committee may perform its duty and may keep minutes and execute its reports in the name of the committee;
- (e) Upon reference of a complaint from the chairperson, the open occupancy committee shall promptly set a date for hearing of the matters alleged in such complaint and subsequent occurring related matters. Such hearing shall occur in the city hall not more than 30 days after the date on which the chairperson shall have so referred such complaint, but only after giving at least five days prior written notice to the complainant and to the person alleged to have committed the violation. For purposes of such hearing the open occupancy committee shall have the power to administer oaths and at the request of the complainant, or the person alleged to have committed the violation, or upon its own motion to issue process and to compel the attendance of any person or witness, together with books, papers and other documents. Such process shall be executed by the chief of police and shall be enforced as in all cases of city ordinance violations. Such hearings shall be enforced as in all cases of city ordinance violations. Such hearings shall be conducted in a fair and impartial manner according to rules adopted by the open occupancy

committee. The proof of the matters contained within the complaint may be presented by the city prosecutor at the hearing upon request of the open occupancy committee. The complaint and the person alleged to have committed the violation may appear with legal counsel and shall have the right to present proof and cross-examine witnesses in all matters relating to the complaint and subsequent related occurrences;

- (f) After such hearing, if a majority of the open occupancy committee is convinced by the evidence upon the hearing that the complaint is well founded, the open occupancy committee shall by persuasion, education and entreaty, diligently attempt to secure within a reasonable time, voluntary discontinuance of the violation complained of;
- (g) The open occupancy committee shall conduct the hearing and adjustment or conciliation discussions in private;
- (h) If the complainant or the person alleged to have committed the violation request and post reasonable security for the costs thereof, the open occupancy committee shall secure the attendance of a proceedings reporter for the purpose of recording the proceedings at the hearing.

8-309.

ENFORCEMENT.

- A. Certification by Open Occupancy Committee. The open occupancy committee, in the event of failure to secure voluntary compliance with the requirements of this article may direct the chairperson thereof to certify in writing to the city prosecutor that all reasonable efforts of the committee to secure conciliation are concluded in the matter and the committee shall, with such certification, transmit the committee file, the transcript of the hearing, if any, and in all other respects cooperate with the city prosecutor.
- B. City Prosecutor Shall Prosecute Violations. Upon certification by the open occupancy committee, the city prosecutor shall initiate a charge against the alleged violator and prosecute the same to final conclusion. No prosecution shall be brought under sections 8-301:305 except upon certification to the city prosecutor, as provided for in section 8-309.

8-310.

PUNISHMENT OF VIOLATORS. Any person who violates any one or more of the provision of this article shall, upon conviction thereof, be punished for each such violation by a fine not exceeding \$100 or imprisonment for not more than 30 days for each such violation, or by both such fine and imprisonment.

8-311.

PENALTY FOR WILFULLY DISOBEYING OR INTERFERING WITH PROCESSES OF THE OPEN OCCUPANCY COMMITTEE. Any person who willfully disobeys or interferes with the processes of the open occupancy committee without lawful justification therefore is guilty of a violation and upon conviction thereof shall be punished by a fine not exceeding \$100 or by imprisonment for not more than 30 days for each such violation, or by both such fine and imprisonment.

8-312.

FALSE STATEMENTS A MISDEMEANOR. Any person making false, malicious or unfounded accusations against any person or persons complained of is guilty of a violation and upon conviction thereof shall be punished by a fine of \$100 for each such violation.

ARTICLE 4. AIR POLLUTION CONTROL

8-401.

DEFINITIONS. The terms as used in this article shall have the following meanings:

- (a) Air Contaminant -- Any particulate matter, gas or vapor (exclusive of water vapor), including but not limited to smoke, charred paper, dust, soot, grime, carbon or any other particular matter, or irritating odorous matter, fumes or gases, or any combination thereof;
- (b) Air Contaminant Source -- Any source of emission of an air contaminant whether privately or publicly owned or operated;
- (c) Air Pollution -- The presence in the ambient air of one or more air contaminants in quantities, of characteristics and of a duration which directly and proximately cause or contribute to injury to human, animal or plant life or health, or to property, or which unreasonably interfere with the enjoyment of life or use of property;
- (d) Air Pollution Control Device -- Any method, process or equipment which removes, reduces or renders less obnoxious air contaminants emitted into the ambient air;
- (e) Ambient Air -- All space outside of buildings, stacks or exterior ducts;
- (f) ASME -- The American Society of Mechanical Engineers;
- (g) ASTM -- The American Society for Testing Materials;
- (h) Board -- The zoning board of appeals;
- (i) BTU -- British thermal unit(s);
- (j) City -- The City of Prairie Village, Kansas;
- (k) Director -- The superintendent of public works or his or her duly authorized representative;
- (l) Existing -- As applied to any equipment, machine, device, article, contrivance, or installation means in being, installed or under construction on January 1, 1970; except that if any equipment, machine, device, article, contrivance or installation is subsequently altered, repaired or rebuilt at a cost of 30 percent or more of its replacement cost exclusive of routine maintenance, it shall no longer be existing but shall be considered new as defined in this section. The cost of installing equipment designed principally for the purpose of air pollution control is not to be considered a cost of altering, repairing or rebuilding existing equipment for the purpose of this definition;
- (m) Fuel Burning Equipment For Indirect Heating -- A device where the combustion of fuels to produce usable heat is transferred through a heat-conducting materials barrier or by a heat storage medium to a material to be heated so that the material being heated is not contacted by, and adds no substance to, the products of combustion;
- (n) Incinerator -- Any article, machine, equipment, contrivance, structure, or part of a structure used to burn refuse or to process refuse material by burning other than by open burning as defined in subsection (q) of this section;
- (o) Multiple Chamber Incinerator -- Any article, machine, equipment, contrivance, structure or part of a structure, used to dispose of combustible refuse by burning, consisting of three or more refractory lined combustion furnaces in series, physically separated by refractory walls, interconnected by gas passage ports or ducts and employing adequate design parameters necessary for maximum combustion of the material to be burned. The refractories shall have a prometric cone equivalent of at least 31, tested according to the method described in the American Society for Testing Materials, Method C-24-56;

- (p) New -- Applies to any equipment, machine, device, article or contrivance of installation, means not existing as defined in subsection (l) of this section;
- (q) Open Burning -- The burning of any materials wherein air contaminants resulting from combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. For the purposes of this definition, a chamber shall be regarded as enclosed, when during the time combustion takes place, only such apertures, ducts, stacks, flues or chimneys as are necessary to provide combustion air and to permit the escape of exhaust gases are open;
- (r) Particulate Matter -- Any material, except uncombined water, that exists in a finely divided form as a liquid or solid at standard conditions;
- (s) Person -- Any individual, partnership, co-partnership, firm, company, public or private corporation, association, joint stock company, trust, estate, political subdivision, or any federal or state governmental agency, board, department or bureau, or any other legal entity whatever which is recognized by law as the subject of rights and duties;
- (t) Premises -- Land, improvements and the ambient air above such land or improvements;
- (u) Process -- Any reaction, operation, or treatment, the equipment used in connection therewith, and all methods or forms of manufacturing or processing that may emit any air contaminant;
- (v) Refuse -- Garbage, rubbish, trade wastes, leaves, salvageable material, agricultural wastes, or other wastes;
- (w) Residual Fuel Oil -- Fuel oil, also known as Bunker C PS 400 and Number 6 as defined in ASTM D 396 487 (1959);
- (x) Ringelmann Charter -- Ringelmann's Scale for Grading the Density of Smoke as published in U.S. Bureau of Mines Information Circular 8333;
- (y) Salvage Operation -- Any business, trade, industry or other activity conducted in whole or in part for the purpose of salvaging or reclaiming any product or material;
- (z) Source Gas Volume -- The volume of gas arising from a process or other source operation;
- (aa) Source Operation -- The last operation preceding the emission of an air contaminant, which operation:
 - (1) Results in the separation of the air contaminant from the process materials or in the conversion of the process materials into air contaminants, as in the case of combustion fuel; and,
 - (2) Is not principally an air pollution abatement operation.
- (bb) Standard Conditions -- A gas temperature of 30 degrees Fahrenheit and a gas pressure of 14.7 pounds per square inch absolute;
- (cc) Trade Wastes -- Solid, liquids, or gaseous material resulting from the construction of the prosecution of any business, trade, industry or demolition operation, including but not limited to, wood, plastics, cartons, grease, oil, chemicals and cinders.

8-402. ADMINISTRATION. The director shall administer the provisions of this article.

8-403. VIOLATION; HEARING. If, in the opinion of the director, any investigation under this article indicates that a violation of this article may exist, he or she may order a hearing. In such event, the director shall issue and cause to be served upon the person alleged to be in violation, a written receipt notice of complaint, which

shall specify the provision of this article, including any regulation hereunder, which such person is alleged to be in violation of, and a statement of the manner, and the extent to which such person is alleged to be in violation of this article. Such notice shall require such person to answer the complaint at a formal hearing before the director at a time not less than 15 days after the date of such notice. After such formal hearing the director may issue such order as he or she deems appropriate to eliminate any violation found by the director and compel compliance with the regulation or other provision of this article which such person shall have been found by the director to have violated.

8-404. APPEALS. Any order issued by the director shall become final and binding unless the person against whom such order is issued shall within 15 days after the date of issuance of such order request the director, in writing, to refer such order to the board as hereinafter provided. Such appeal shall stay enforcement of such order issued by the director.

8-405. INSPECTIONS. The director, may, upon reasonable notice, subject to the provisions of section 1-116 of this code, enter and inspect any facilities constituting any air contaminant source located on any premises, at any reasonable time for the purpose of ascertaining the state of compliance with the regulations made part of this article and making tests and samples as provided for in sections 8-406:408. No person shall refuse entry or access to the director, or his or her representative, upon presentation of appropriate identification and authority; nor shall any person obstruct, hamper or interfere with any such inspection or unreasonably interfere with such tests or sampling. Upon request, the owner or operator of the premises shall receive a report setting forth all facts found which relate to compliance status as a result of such tests and sampling.

8-406. SAMPLING AND TESTING; GENERALLY. The director is authorized to conduct or cause to be conducted any test or sampling of the operation of any equipment which, in his or her opinion, may result in emissions in violation of any regulation in effect under this article. Any test or sampling may be conducted by any method, other than the particular method as may be specified in any regulation hereunder; provided such substitute method is technically equivalent and mutually agreed to in writing by the director and the operator of the air contaminant source involved. All tests shall be conducted by reputable, qualified personnel. Upon request of the director, the person responsible for the source to be tested shall provide necessary test ports in stacks or ducts and such other safe and proper facilities, exclusive of instruments and sensing devices as may be necessary for proper determination of the emission of air contaminants, and shall cooperate with the director as to permit such tests to be made; provided that such tests shall not unreasonably interfere with normal operations of the plant. Both the director and the operator of the equipment tested may be present at the test and each shall be entitled to a copy of the test results, in writing, and signed by the person responsible for the tests. If the results of the test or sample show that the equipment is violating any of the provisions of this article, the cost and expenses of the test shall be paid by the operator of such equipment. If no violations are disclosed, the city shall pay such costs and expenses.

8-407. TESTING; BY OPERATOR. Upon notification by the director to the operator of any air contaminant source that emission tests are considered necessary, such

person may elect to conduct such tests and sampling, in which event such person shall notify the director of such election and of the time and date such person proposes to conduct such tests and sampling, in which case such person shall pay all costs and expenses incurred in making such test or taking such sample. In any such test conducted by such person, the director may require that his or her duly authorized representative be present during the conduct of such tests and the taking of such samples.

- 8-408. SAME; BY DIRECTOR. Tests or samplings made by the operator shall not prohibit the director, if the director so elects, from making independent tests or sampling, the cost and expenses thereof to be paid by the city. In either event, the director and the person who is the operator of such equipment shall be entitled to a complete detailed report of all tests and sampling.
- 8-409. EMISSION INVENTORY. The director may require persons owning or responsible for the operation of any air contaminant source to file reports and information relating to the rate, period of emission, and composition of effluent from any air contaminant source including the location of such source, size and height of air contaminant outlets, processes employed, fuels used, and the nature and time periods and duration of emissions, and such other relevant information as is available to such person or reasonably capable of being assembled from the normal operating records of such person. Such information shall be used to maintain an emission inventory.
- 8-410. SCHEDULE OF COMPLIANCE. Any person owning or responsible for the operation of any existing installation not in compliance with this article shall submit to the director in a form and manner satisfactory to him or her, a program and schedule for achieving compliance, such program and schedule to contain a date on or before which full compliance will be attained, and such other information as the director may require. If approved by the director, such date will be the date on which the person shall comply.
- 8-411. ABATEMENT; ORDER. Whenever the director determines that the terms or conditions of this article have been violated, he or she may order that the violation be abated within a reasonable time to be prescribed by him or her, such order to be served by registered mail.
- 8-412. EXTENSIONS FOR COMPLIANCE. In the event the director should determine that: (1) the person is taking all reasonable actions available to him or her to comply with the time limitations, but such compliance is not possible; (2) the delay is caused by conditions beyond the jurisdiction and control of such person; or (3) the imposition of the time limitation will cause an undue hardship; then the director may grant such additional extensions of time as are necessary under the criterion set forth above.
- 8-413. PROSECUTION IN MUNICIPAL COURTS. In the event that a violation of this article occurs, the director may request the city prosecutor to file a prosecution in the municipal court.
- 8-414. PROCEEDINGS IN DISTRICT COURT. In the event that it becomes necessary and is legally proper, the city attorney is empowered to institute

proceedings in the district court in the name of the city in order to enforce the terms and conditions of this article.

- 8-415. STOP ORDERS. Upon notice of the director that work on the installation of a machine, contrivance, equipment, device, process or operation that may cause the emission of air contaminants is being prosecuted without a permit where such permit is required or without having been registered where such registration is required or not in accordance with plans or specifications or data submitted with the application for such permit or such registrant or contrary to any final order of the board, such work shall be immediately stopped. The stop-work order shall be in writing and shall be served upon the person responsible for the premises on which the work is occurring or upon the person doing the work and shall state the conditions under which the work may be resumed.
- 8-416. VIOLATION OF STOP ORDER. Any person who continues any work in or about such machine, contrivance, equipment, device, process or operation after having been served with a stop-order, except such work as he or she is directed to perform to remove a violation or unsafe condition, is punishable as provided in section 1-106.4 of this code.
- 8-417. OPEN BURNING; REFUSE. No person shall dispose of refuse by open burning, or cause, allow or permit open burning of refuse.
- 8-418. SAME; SALVAGE OPERATION. No person shall cause, allow or permit the conduct of a salvage operation by open burning.
- 8-419. SAME; TRADE WASTES; PROHIBITED. No person shall cause, allow or permit the disposal of trade wastes by open burning except as provided in sections 8-419:422.
- 8-420. SAME; EXCEPTIONS. The open burning of trade wastes may be permitted when it can be shown that such open burning is necessary and in the public interest. Any person intending to engage in open burning of trade wastes shall file a written request to do so with the director. The application shall state the following:
- (a) The name, address and telephone number of the person submitting the application;
 - (b) The type of business or activity involved;
 - (c) A description of the proposed equipment and operating practices, the type, quantity and composition of trade wastes to be burned, and the expected composition and amount of air contaminants to be released to the atmosphere;
 - (d) The schedule of burning operations;
 - (e) The exact location where open burning will be used for disposal of trade wastes;
 - (f) Reasons why open burning is the only feasible method of disposal of trade waste and why disposal is in the public interest.
- 8-421. SAME; ISSUANCE. Upon written approval of the application by the director, the applicant may be issued a permit to open burn trade wastes by the chief inspector of fire district.

8-422. SAME; REVOCATION. Any violation of the provisions relating to open burning of trade waste shall be grounds for revocation of the trade waste burning permit by the director or the chief inspector of fire district.

8-423. INDUSTRIAL PROCESSES; PARTICULATE MATTER EMISSION GENERALLY.

- A. Sections 8-423:424 apply to any operation, process or activity except the burning of fuel for indirect heating in which the products of combustion do not come into direct contact with process materials and except the burning of refuse and except the processing of salvageable material by burning.
- B. Process weight means the total weight of all materials introduced into a source operation, including solid fuels, but excluding liquids and gases used solely as fuels, and excluding air introduced for the purpose of combustion. Process weight rate means a rate established as follows:
 - (1) For continuous or long-run steady-state source operations, the total process weight for the entire period of continuous operation or for a typical portion thereof, divided by the number of hours of such period or portion thereof;
 - (2) For cyclical or batch source operations, the total process weight for a period which covers a complete operation or an integral number of cycles, divided by the hours of actual process operation during such period. Where the nature of any process or operation or the design of any equipment is such as to permit more than one interpretation of sections 8-423:424, that interpretation which results in the minimum value for allowable emission shall apply.
- C. Emission tests relating to this regulation shall be made following the standards in American Society of Mechanical Engineers Power Test Codes PTC-27 entitled Determining Dust Concentration in a Gas Stream. Any other method which is in accordance with good professional practice may be used by mutual consent of the source operator and the director.

8-424. SAME; EMISSION LIMITATIONS.

- A. Except as provided for in subsection (b) of this section, no person shall cause, suffer, allow or permit the emission of particulate matter in any one hour from any source in excess of the amount shown in Table 1 (section 8-425) for the process weight allocated to such source.
- B. The limitations established by subsection (a) of this section shall not require the reduction of particulate matter concentration, based on the source gas volume, below the concentration specified in Table 2 (section 8-426) for such volume; provided that, for the purposes of this subsection the person responsible for the emission may elect to substitute a volume determined according to the provisions of subsection (c) of this section; and provided further that the burden of showing the source gas volume or other volume substitute therefore, including all the factors which determine such volume and the methods of determining the computing such volume, shall be on the person seeking to come within the provisions of this subsection.
- C. Any volume of gases passing through and leaving an air pollution abatement operation may be substitute for the source gas volume of the course operation served by such air pollution abatement operation, for the purposes of subsection (b) of this section; provided such air pollution abatement operation emits no more than 40 percent of the weight of particulate matter entering

thereto; and provided further, that such substitute volume shall be corrected to standard conditions and to a moisture standard conditions and to a moisture content no greater than that of any gas stream entering such air pollution abatement operation.

- D. Notwithstanding the provisions of subsections (a) and (b) of this section, no person may cause, allow or permit the emission of particulate matter from any source in a concentration in excess of three-tenths grain per standard cubic foot of exhaust gas.

8-425. TABLE 1; PARTICULATE MATTER EMISSION RATE.

Process Wgt. Rate		Rate of Emission	Process Wgt. Rate		Rate of Emission
<u>Lb./Hr.</u>	<u>Tons/Hr.</u>	<u>Lb./Hr.</u>	<u>Lb./Hr.</u>	<u>Tons/Hr.</u>	<u>Lb./Hr.</u>
100	0.05	0.551	16,000	8.00	16.5
200	0.10	0.877	18,000	9.00	17.9
400	0.20	1.40	20,000	10.	19.2
600	0.30	1.83	30,000	15.	25.2
800	0.40	2.22	40,000	20.	30.5
1,000	0.50	2.58	50,000	25.	35.4
1,500	0.75	3.38	60,000	30.	40.0
2,000	1.00	4.10	70,000	35.	41.3
2,500	1.25	4.76	80,000	40.	42.5
3,000	1.50	5.38	90,000	45.	43.6
3,500	1.75	5.96	100,000	50.	44.6
4,000	2.00	6.52	120,000	60.	46.3
5,000	2.50	7.58	140,000	70.	47.8
6,000	3.00	8.56	160,000	80.	49.0
7,000	3.50	9.49	200,000	100.	51.2
8,000	4.00	10.4	1,000,000	500.	69.0
9,000	4.50	11.2	2,000,000	1,000.	77.6
10,000	5.00	12.0	6,000,000	3,000	92.7
12,000	6.00	13.6			

Interpolation of the data in this table for process weight rates up to 60,000 lb./hr. shall be accomplished by use of the equation $E=4.10p^{0.67}$, and interpolation and extrapolation of the data for process weight rates in excess of 60,000 lb./hr. shall be accomplished by use of the equation:

$$E = 55.0 p^{0.11 - 40}, \text{ where } E = \text{rate of emission in lb./hr. and} \\ P = \text{process weight rate in tons/hr.}$$

8-426. TABLE 2; PARTICULATE MATTER CONCENTRATION.

Source Gas		Source Gas	
Volume	Concentration	Volume,	Concentration
<u>SCFM(a)</u>	<u>GR/SCF(b)</u>	<u>SCFM</u>	<u>GR/SCF</u>
7,000	0.100	140,000	0.038
or less		160,000	0.036
8,000	0.096	180,000	0.035
9,000	0.092	200,000	0.034
10,000	0.089	300,000	0.030
20,000	0.071	400,000	0.027
30,000	0.062	500,000	0.025

40,000	0.057	600,000	0.024
50,000	0.053	800,000	0.021
60,000	0.050	1,000,000	0.020
80,000	0.045	or more	
100,000	0.042		
120,000	0.040		

- (a) Standard cubic foot per minute
- (b) Grain per standard cubic foot.

8-427. INDIRECT HEATING EQUIPMENT; PARTICULATE MATTER EMISSION GENERALLY.

- A. Sections 8-427:431 apply to installations in which fuel is burned for the primary purpose of producing steam, hot water, or hot air or other indirect heating of liquids, gases, or solids and, in the course of doing so, the products of combustion do not come into direct contact with process materials, but do not include refuse. When any products or by-products of a manufacturing process are burned for the same purpose or in conjunction with any fuel, the same maximum emission limitations shall apply.
- B. The heat content of oil shall be determined according to ASTM Method D-240-64 Heat of Combustion of Liquid Hydrocarbons by Bomb Calorimeter. The three publications cited in this subsection are made part of this section by reference.
- C. For purposes of sections 8-427:431, the heat input shall be the aggregate heat content of all fuels whose products of combustion pass through a stack or stacks. The heat input value used shall be the equipment manufacturer's or designer's guaranteed maximum input, whichever is greater. The total heat input of all fuel burning units at a plant or on a premises shall be used for determining the maximum allowable amount of particulate matter which may be emitted.
- D. The amount of particulate matter emitted shall be measured according to the American Society of Mechanical Engineers Power Test Codes, PTC-27 and entitled Determining Dust Concentration in a Gas Stream, which publication is made a part of this section by reference. Any other method which is in accordance with good professional practice may be used by mutual consent of the source operator and the director.

8-428. SAME; EMISSION LIMITATIONS. No person may cause, allow or permit the emission of particulate matter in excess of that specified in the following schedule (see Graph 1 (section 8-429) which is included for illustrative purposes only):

Six-tenths pounds for each million BTU per hour input if the equipment as a capacity rating of 10 million or less. If the capacity rating of the fuel burning equipment is more than 10 million, the amount of particulate matter which may be emitted for each million BTU input shall decrease as the capacity rating of the fuel burning equipment increases, as follows:

- (a) No more than 41 hundredths pounds for each million BTU input from equipment having a capacity rating of 50 million;
- (b) No more than 35 hundredths pounds for each million BTU input from equipment having a capacity rating of 100 million;
- (c) No more than 24 hundredths pounds for each million BTU input from equipment having a capacity rating of 500 million;
- (d) No more than 21 hundredths pounds for each million BTU input from equipment having a capacity rating of 1,000 million;

- (e) No more than 17 hundredths pounds for each million BTU input from equipment having a capacity rating of 2,000 million;
- (f) No more than 14 hundredths pounds for each million BTU input from equipment having a capacity rating of 5,000 million;
- (g) No more than 13 hundredths pounds for each million BTU input from equipment having a capacity rating of 7,500 million;
- (h) No more than 12 hundredths pounds for each million BTU input from equipment having a capacity rating of 10,000 million or more. The amount of particulate matter which may be emitted from fuel burning equipment having an intermediate capacity rating shall be determined either by linear interpolation, or by use of the following equation: $\log Y = 0.2330 \log X - 2.0111$.

8-429. SAME; PARTICULATE MATTER EMISSION GRAPH.

Maximum Allowable Particulate Emission
Pounds Particulate Per Million BTU Heat Input

8-430. SAME; EXCEPTIONS. Compliance with the provisions of sections 8-427:431 shall not be determined during periods when a new fire is being built; during start up, change of load, fuel or other operating conditions; during an operational breakdown or other emergency conditions; while air pollution control equipment is shut down for maintenance; or during sootblowing; but shall be determined during steady-state conditions.

8-431. SAME; OPTION ON EQUIPMENT. The operator of equipment used for indirect heating in any plant may, at his or her option, elect to eliminate, for the purpose of determining compliance with the provisions of sections 8-427:431, any fuel burning units normally scheduled to operate less than 1,500 hours per year; provided such units are equipped with air pollution control equipment having a collection efficiency of not less than 85 percent, in which case such units shall be deemed to comply with the provisions of sections 8-427:431 and in any multiple unit plant shall be treated as a separate installation from other units in such plant. The director may require such operator to submit proposed operating schedules of such units in advance and reports of actual operating schedules for any year.

8-432. MATERIAL HANDLING, TRANSPORTATION AND STORAGE. No person may cause or permit the handling, or transporting or storage of any material in a manner which may allow particulate matter to become airborne in such quantities and concentrations that it remains visible in the ambient air beyond the premises where it originates.

8-433. CONSTRUCTION, USE, REPAIR AND DEMOLITION RESTRICTIONS. No person may cause or permit a building or its appurtenances or a road, or a driveway, or an open area to be constructed, used, repaired or demolished without applying all such reasonable measures as may be required to prevent particulate matter from becoming airborne so that it remains visible beyond the premises where it originates. The director may require such reasonable measures as may be necessary to prevent particulate matter from becoming airborne, or if the particulates become airborne, to control such particulates. The director may suspend work or operation of the project until measures satisfactory to the director have been made.

- 8-434. VISIBLE AIR CONTAMINANT EMISSION RESTRICTIONS; EXISTING INSTALLATIONS. No person may discharge into the ambient air from any single existing source of emission whatsoever any air contaminant:
- (a) Of a shade or density equal to or darker than that designated as No. 2 on the Ringelmann Chart; or
 - (b) Of such opacity as to obscure an observer's view to a degree equal to or greater than that designated as No. 1 on the Ringelmann Chart.
- 8-435. SAME; NEW INSTALLATIONS. No person may discharge into the ambient air from any single new source of emission whatsoever any air contaminant:
- (a) Of a shade or density equal to or darker than that designated as No. 1 on the Ringelmann Chart; or
 - (b) Of such opacity as to obscure an observer's view to a degree equal to or greater than that designated as No. 1 on the Ringelmann Chart.
- 8-436. SAME; EXCEPTIONS.
- A. A person may discharge into the ambient air from any single source of emission for a period or periods aggregating not more than six minutes in any 60 minutes air contaminants:
 - (1) Of a shade or density not equal to nor darker than that designated as No. 3 on the Ringelmann Chart; or
 - (2) Of such opacity as to obscure an observer's view to a degree not equal to nor greater than that designated as No. 3 on the Ringelmann Chart.
 - B. For the purposes of this section, the director may, for a specific source and for special conditions, approve any other schedule.
- 8-437. SAME; PRESENCE OF UNCOMBINED WATER. Where the presence of uncombined water is the only reason for failure of an emission to meet the requirements of sections 8-434 and 8-435, such sections shall not apply.
- 8-438. SAME; MISCELLANEOUS EXCEPTIONS. Sections 8-434:440 shall not apply to the following:
- (a) Internal combustion engines, including jet aircraft engines except as provided in section 8-444;
 - (b) Woodburning stoves or fireplaces in dwellings;
 - (c) Fires used for recreational purposes or fires used for the noncommercial preparation of food by barbecuing;
 - (d) Fires used solely for the purpose of training firefighters;
 - (e) Smoke generators used for training air pollution control inspectors.
- 8-439. SAME; INCINERATORS EXCEPTED. Sections 8-434:440 shall not apply to incinerators.
- 8-440. SAME; METHOD OF MEASURE. The Ringelmann Chart shall be the standard in grading the shade or opacity of visible air contaminant emissions. The director may, with the consent of the source operator, employ any other means of measurement which give comparable results or results of greater accuracy.
- 8-441. ODOR EMISSION; PROHIBITED. No person shall cause or permit odorous emissions so as to cause air pollution.

- 8-442. SAME; VIOLATION. An odor occurrence is a violation when a complaint from one person, or more, is received and substantiated within two hours by observations of the director. The director shall deem the complaint valid only if he or she finds the occurrence of sufficient duration of frequency so that he or she can make two measurements of centimeter No. 2 odor strength within a period of one hour, these measurements being separated by at least 15 minutes.
- 8-443. ODOR EMISSION; MEASUREMENT. Odor measurement shall be made with a centimeter as manufactured by Barnebey-Cheny Company or any other instrument, device, or technique designated by the director as producing equivalent results.
- 8-444. INTERNAL COMBUSTION ENGINES; EMISSION LIMITATIONS.
- A. No person may cause or permit the emission of visible air contaminants in excess of the amounts specified in section 8-434 from the internal combustion engine of:
- (1) Portable or stationary equipment for longer than 10 consecutive seconds;
 - (2) A motor vehicle while the vehicle is stationary for longer than 10 seconds;
or
 - (3) A motor vehicle after the vehicle has moved more than 100 yards from a place where the vehicle was stationary.
- B. This section shall not apply when the presence of uncombined water is the only reason for the failure of an emission to meet the requirements of this section.
- 8-445. INCINERATORS; APPLICABILITY. Sections 8-445:461 shall apply to all incinerators.
- 8-446. SAME; DESIGN REQUIREMENTS. No incinerator shall be used for the burning of refuse unless such incinerator is a multiple chamber incinerator. Existing incinerators which are not multiple chamber incinerators may be altered, modified or rebuilt as may be necessary to meet the requirement of sections 8-445:461. The director may approve any other alteration or modification to an existing incinerator if such is found by him or her to be equally effective for the purpose of air pollution control as a modification or alteration which would result in multiple chamber incinerator. All new incinerators shall be multiple chamber incinerators; provided that the director may approve any other kind of incinerator if he or she finds in advance of construction or installation that such other kind of incinerator is equally effective for purposes of air pollution control as an approved multiple chamber incinerator.
- 8-447. SAME; TEST SCHEDULE. Within 30 days after the date on which installation or construction of an incinerator is completed, the installer shall file a request with the director to schedule the performance tests provided in sections 8-451:454. If the results of the performance tests indicated that the incinerator is not operating in compliance with sections 8-549:550, no person may cause or permit further operation of the incinerator, except for additional tests as outlined in sections 8-451:454, until approval is received from the director.
- 8-448. SAME; CAPACITY. The burning capacity of an incinerator shall be the manufacturer's or designer's guaranteed maximum rate or such other rate as may be determined by the director in accordance with good engineering practice. In case of conflict, the findings of the director shall govern.

- 8-449. SAME; EMISSION LIMITATIONS. No person shall cause or permit the emission of particulate matter from the chimney, stack or vent of any incinerator:
- (a) In excess of two-tenths grams per standard dry cubic foot of exhaust gas;
 - (b) Greater than 60 microns in diameters; or
 - (c) Of a shade or density equal to or darker than that designated as No. 1 on the Ringelmann Chart, or of such opacity as to obscure an observer's view to a degree equal to or greater than that designated as No. 1 on the Ringelmann Chart.
- 8-450. ODOR CONTROL. All incinerators shall be designed and operated so that all gases, vapors and entrained effluents shall, while passing through the final combustion chamber, be maintained at a temperature adequate to prevent the emission of objectionable odors; provided, however, that the director shall approve any other method of odor control which he or she determines is equally effective.
- 8-451. INCINERATORS; PERFORMANCE TEST; REPRESENTATIVE SAMPLE. Refuse burning in conjunction with the performance tests specified in section 8-445:461 shall be representative sample of the refuse normally generated by the operation which the incinerator is intended to serve.
- 8-452. SAME; PROCEDURE. The amount of particulate matter emitted from an incinerator shall be determined according to the American Society of Mechanical Engineers Power Test Codes, PTC-26 and entitled Determining Dust Concentration in a Gas Stream. This publication is made a part of sections 8-442:461 by reference. Any other method which is in accordance with good professional practice may be used by mutual consent of the source operator and the director. In calculating the amount of particulate matter in stack gas, the loading shall be adjusted to 12 percent carbon dioxide in the stack gas. The carbon dioxide produced by burning of the liquid gaseous fuel in the incinerator shall be excluded from the calculation to 12 percent carbon dioxide. Emission shall be measured when the incinerator is operating at the burning capacity or at any greater operating rate requested by the source operator.
- 8-453. SAME; COMPLIANCE. A performance test to determine compliance with the Ringelmann requirements specified in subsection (c) of section 8-449 shall be performed by the director on each new incinerator, and each existing incinerator modified or rebuilt according to the schedule outlined in section 8-455.
- 8-454. SAME; WHEN REQUIRED. The performance test specified in section 8-449 may be required on any incinerator, and shall be required for each new incinerator having a burning capacity of 1,000 pounds per hour or greater. The initial performance tests shall be performed at the expense of the vendor or operator by an independent testing organization or by any other qualified person subject to the approval of the director. The performance test may be observed by the director.
- 8-455. COMPLIANCE SCHEDULE FOR EXISTING INCINERATORS. Existing incinerators which are not multiple chamber incinerators and do not otherwise meet the requirements of sections 8-449:450 shall be modified or rebuilt in compliance with the sections in accordance with the following schedule:
- | Rated Capacity | Latest Date for Compliance |
|-------------------------|----------------------------|
| 1,000 lbs./hr. or above | March 1, 1970 |
| 999 lbs./hr. or less | July 1, 1970 |

- 8-456. INCINERATORS; OPERATION HOURS; DESIGNATED. No person shall operate, cause or permit the operation of any incinerator at any time other than between the hours of 10:00 a.m. and 4:00 p.m.
- 8-457. SAME; EXCEPTIONS. The provisions of section 8-456 shall not apply to the following:
- (a) New incinerators constructed or installed in compliance with sections 8-449 through 8-454 and 8-458 through 8-461;
 - (b) Existing incinerators which have demonstrated compliance with sections 8-449:454.
- 8-458. INCINERATOR PERMIT; REQUIRED. No person shall erect, construct, alter or install any incinerator in any building or other structure or on any premises until a permit has been secured from the director pursuant to a written application therefore, upon forms furnished by the director.
- 8-459. SAME; PLANS AND SPECIFICATIONS REQUIRED. Each application for a permit shall be accompanied by two sets of such drawings, specifications and data as are required to verify that the proposed work will conform to the provisions of this article. One set of drawings, specifications and data shall remain on file in the office of the director.
- 8-460. SAME; REVOCATION. Any incinerator erected, construed, altered or installed contrary to the plans or specifications submitted at the time of permit application shall cause the installation permit to become void.
- 8-461. SAME; VIOLATION A MISDEMEANOR. Any person starting work for which a permit is required by this article prior to obtaining a permit is guilty of a misdemeanor.
- 8-462. PLANNED INSTALLATION; APPROVAL REQUIRED. The director of public works shall not issue a permit for the erection, construction, reconstruction, alteration or certificate of occupancy of any building or structure when the plans and specifications for such structure or occupancy include any fuel burning or refuse burning device, until such plans and specifications have been submitted to the director and approved by him or her as making adequate provisions for meeting the requirements of this article.
- 8-463. SAME; EXCEPTIONS. The filing of plans and specifications with the director shall not be required for any of the following:
- (a) Oil-fired burning equipment burning No. 1 or No. 2 fuel oil exclusively;
 - (b) Gas-fired fuel burning equipment;
 - (c) Solid fuel and residual fuel oil-fired fuel burning equipment when the maximum heat input from such fuel will not exceed 350,000 BTU per hour.
- 8-464. HEARING PROCEDURE.
- A. The board shall set all hearings at a time not less than 30 days after request by the director of any person adversely affected or otherwise aggrieved by any other issued by the director. The board shall hear and determine appeals from actions and orders of the director and all petitions for variance. Fifty dollars shall accompany the notice of appeal or the petition for variance.

- B. Subject to the provisions of section 8-472, all hearings held by the board shall be open to the public, and all testimony taken, before the board shall be under oath and recorded stenographically; except that the board may require the submission of voluminous or detailed or technical testimony in writing under oath. A transcript of the testimony so recorded shall be made available to any member of the public or to any participant in such hearing upon payment of reasonable charges for transcription thereof.
- C. All hearings shall be had before one or more members of the board which shall designate one of the members to act as a hearing officer. The member designated by the board to act as hearing officer may issue, in the name of the board, notices of the hearing and subpoenas requiring attendance and testimony of witnesses and production of evidence relevant to any matter involved in such proceedings and administer the oath and affirmations and examine witnesses.
- D. Each party to the proceeding may file written arguments and may appear at the hearing in person or by counsel and may make oral arguments, offer testimony or cross examine witnesses or take any combination of such actions. Any person aggrieved or who would be aggrieved by the emissions from the alleged air contaminant source shall be entitled to appear to testify with respect to such matter, subject to such restrictions and procedures as the board may establish, but shall not be a party to such proceeding. In all proceedings before the board involving variances, and in all appeals from any order issued by the director, the applicant for a variance or the person or person to whom such order is directed and the director shall be the parties in interest.
- E. In each such proceeding, each member of the board who renders or joins in rendering an order of the board shall, prior to taking action thereon, either hear all the evidence, read the record in full including all the evidence, or personally consider the portions of the record cited or referred to in the arguments or briefs. The parties may, by written stipulation, or by oral stipulation in the record, at the hearing, waive compliance with the provisions of this section.
- F. The board shall by its order sustain, reverse or modify any order issued by the director, and shall deny or grant variances upon terms and conditions, as the board deems appropriate; provided that in making its order and determinations the board shall exercise full discretion in weighing the equities involved and the advantages and disadvantages to the owner or operator of the air contaminant source involved and to the public. Every order by the board shall be in writing approved by at least three members and shall be accompanied by findings of fact and conclusions of law, which shall be stated separately, on which the board bases its order.
- G. The board shall issue its order and immediately notify each party to the proceedings, in writing, by certified mail. In cases in which any party is found to have violated any provision of this article the order of the board shall fix a reasonable time for such person or persons to take such measures as may be necessary to prevent subsequent violation.

8-465. VARIANCE; PETITION; CONTENTS. Any person who owns or is in control, or proposes to be in control of any air contaminant source may submit a petition to the director for a variance from any section of this article governing the quality, nature, duration or extent of the discharges of air pollutants from such source. The petition shall be accompanied by the fee provided in section 8-464(a) and shall include the following information:

- (a) The name, address and telephone number of the petitioner, or other person authorized to receive service of notice;
- (b) The type of business or activity involved in the application and the street address at which it is conducted;
- (c) A brief description of the article, machine, equipment or other contrivance or process involved in the application and the emission occurring therefrom;
- (d) Each petition shall be signed by the petitioner or by some person on his or her behalf, and where the person signing is not the petitioner, it shall set forth his or her authority to sign;
- (e) The section of this article from which the variance is sought;
- (f) Such other information and data with respect to such air contaminant source as may be required by the director of the board.

8-466. SAME; INVESTIGATION. The director shall promptly investigate the petition provided for in section 8-465 and submit it with a recommendation to the board as to the disposition thereof.

8-467. SAME; GRANT. The board may grant such variance if it finds that:

- A. The emissions occurring or proposed to occur would not endanger human health or safety; and
- B. Compliance with the regulations from which the variance is sought would produce serious hardship without equal or greater benefits to the public.

8-468. SAME; NOTICE. No variance shall be granted pursuant to sections 8-465:471 except after publication of notice of the filing of such petition and until the board has considered the relative interests of the petitioner, other owners of property likely to be affected by the discharges and the general public.

8-469. SAME; RENEWAL. Variances may be granted for such periods of time and under such terms and conditions as shall be specified by the board. Variances may be renewed by the board upon application made at last 60 days prior to the expiration of the term. Renewal application shall be considered in the same manner as the initial petition for variance was considered by the board.

8-470. SAME; CONDITIONS. Such a variance may require a decrease of the emission during the variance period and the making of periodic reports of an improvement program and on compliance with the terms and conditions attached to the variance. A variance may be revoked or modified for failure to comply with the terms thereof or for failure to make a periodic report, if such is required.

8-471. SAME; APPLICATION OF EMERGENCY PROVISIONS. Nothing in sections 8-465:471, and no variance or renewal granted pursuant hereto, shall be construed to prevent or limit the application of the emergency provisions and procedures of this article.

8-472. CONFIDENTIALITY OF RECORDS. No records or information relating to secret processes or trade secrets affecting methods or results of manufacture shall be disclosed to the public, if so requested by the owner or operator thereof, and all such records or information shall be kept confidential. At any public hearing any such confidential information shall, if requested by the owner or operator thereof, be received in camera and kept under seal. Nothing in this section shall be construed to

prevent the use of records or information by the director in compiling or publishing any analysis or summaries relating to the general condition of the ambient atmosphere.

8-473. CIRCUMVENTION. No person shall willfully cause or permit the installation or use of any device or use any means which cancels or dilutes an emission of an air contaminant which would otherwise violate any section of this article without actually reducing the amount of air contaminant emitted. This section shall not apply when the only violation involved is a violation of a regulation based on the concentration or presence of one or more air contaminants at locations beyond the premise on which such air contaminant source or courses are located.

8-474. UNCONTROLLABLE FORCE. No emission which would otherwise be a violation of any sections under this article is a violation, and no liabilities therefore shall be imposed or enforced, if such emission is the result of any act of God, war, labor disturbance, riot, catastrophe, or other cause beyond the control of such person.

8-475. UPSET CONDITIONS. Emission exceeding any of the limits established by this article as a direct result of unavoidable upset conditions in the nature of the process, operational breakdown, or unavoidable and unforeseeable breakdown of any air pollution control equipment or related operating equipment or as a direct result of shutdown of such equipment for necessary scheduled maintenance, is not in violation of this article, provided the following requirements are met:

- (a) Such occurrence in the case of unavoidable upset in or breakdown of equipment shall have been reported to the director as soon as reasonably possible but not later than the next business day after the occurrence;
- (b) In the case of shutdown for necessary scheduled maintenance, the intent to shut down shall be reported to the director at least 24 hours prior to the shutdown and the exception provided by this section shall only apply in those cases where the maximum reasonable effort has been made to accomplish such maintenance during period of nonoperation of any related source operation and that it would be unreasonable or impossible to shut down the source operation during the maintenance period;
- (c) The person responsible for such emission shall, upon request of the director, submit a full report of such occurrence, including a statement as to the amount of and chemical composition of the emissions, causes of and the scheduling and nature of the actions to be taken to minimize or eliminate future occurrences including, but not limited to action to correct the condition causing such emission to exceed the limits, to reduce the frequency of occurrence of such conditions, to minimize the amount by which the limits are exceeded and to reduce the length of time the limits are exceeded.

8-476. JUDICIAL REVIEW OF ORDERS OF THE BOARD. Orders of the board shall without the necessity for a motion for rehearing, be subject to judicial review pursuant to the provisions of law.

8-477. EMERGENCY CONDITION; CONTROL. Notwithstanding other provisions of this article, if the director, after investigation, finds or has cause to believe that a generalized or specific condition of air pollution exists in any area of the city and that, in his or her opinion, such condition creates an emergency requiring immediate action to protect human health or safety in such areas, the director may, with the written approval of the mayor or mayor pro tem, issue such order or orders to persons

causing or contributing to such condition of air pollution to reduce or discontinue immediately the emission of such air contaminants into the ambient air. Upon receipt of any such order, the person to whom it is directed shall immediately comply with such order.

8-478. SAME; BOARD ACTION. Upon issuance of any such emergency order by the director, he or she shall refer the matter to the board immediately which shall fix a time and place for hearing to be held before the board not later than 48 hours after the issuance of the emergency order or such longer time as the persons to whom the order is directed may designate, to investigate and determine the factors causing or contributing to such emergency condition. All persons whose interest are prejudiced or affected in any manner by such order shall have the right to appear in person or by counsel at the hearing and to present evidence relative to the facts giving rise to such emergency order. Within 24 hours after completion of the hearing, the board shall affirm, modify or set aside the director's emergency order or make such other emergency order or orders as the board deems appropriate. Thereupon, the board shall notify all parties appearing in person or by counsel of its determination, in writing, by certified mail.

8-479. NUISANCE PROHIBITED. The emission into the ambient air of air contaminants resulting in air pollution, in violation of this article, constitutes a public nuisance, and it is unlawful for any person to cause, permit or maintain any such public nuisance.

8-480. ACTIONABLE RIGHTS. Persons other than the city shall not acquire actionable rights by virtue of this article, including the sections hereunder. A determination by the director or the board that air pollution or air contamination exist, or that this article or any section hereunder is being violated, whether or not a proceeding or action is brought by the director, board or city, shall not create by reason thereof, any presumption of law or finding of fact which shall insure to or be for the benefit of any person other than the city.

8-481 SAME; CONFIDENTIAL INFORMATION DISCLOSURE. Each willful disclosure of confidential information or conspiracy to disclose such information to any person other than the one entitled to such information in pursuance of his or her duties under this article is a misdemeanor, and shall be subject to such civil remedies and criminal penalties for such wrongful action as may be available against him or her.

ARTICLE 5. NOISE AND VIBRATION CONTROL

8-501. DEFINITIONS. For the purpose of this article, whenever any of the following words, terms or definitions are used herein, they shall have the meaning ascribed to them in this section. All acoustical terminology shall be that contained in ANSI S1-1 Acoustical Terminology:

- (a) ANSI -- The American National Standards Institute or its successor bodies.
- (b) ARI -- The Air Conditioning and Refrigeration Institute or its successor bodies.
- (c) ASHRAE -- The American Society of Heating, Refrigeration and Air Conditioning Engineers or its successors bodies.
- (d) ASTM -- The American Society for Testing Materials or its successor bodies.

- (e) Decibel -- A unit for measuring the volume of a sound, equal to the logarithm of the ratio of the intensity of the sound to the intensity of an arbitrarily chosen standard sound, abbreviated dB.
- (f) Discrete Tone -- A soundwave whose instantaneous sound pressure varies essentially as a simple sinusoidal function of the time.
- (g) Fluctuating Noise -- A noise whose sound pressure level rises significantly but does not equal the ambient environmental level more than once during the period of observation.
- (h) Impulsive Noise -- Characterized by brief excursions of sound pressure (acoustic impulses) which significantly exceed the ambient environmental sound pressure. The duration of a single impulse is usually less than one second.
- (i) Intermittent Noise -- A noise whose sound pressure level equals the ambient environmental level two or more times during the period of observation. The period of time during which the level of the noise remains at an essentially constant value different from that of the ambient is on the order of one second or more.
- (j) IEC -- The International Electrotechnical Commission or its successor bodies.
- (k) ISO -- The International Organization for Standardization or its successor bodies.
- (l) Motor Vehicle -- Any passenger vehicle, truck, truck-trailer or semitrailer propelled or drawn by mechanical power.
- (m) Nonsteady Noise -- A noise whose level shifts significantly during the period of observation.
- (n) Period of Observation -- The time interval during which acoustical data are obtained. The period of observation is determined by the characteristics of the noise being measured and should also be at least 10 times as long as the response time of the instrumentation. The greater the variance in indicated sound level, the longer must be the observation time for a given expected accuracy of the measurement.
- (o) SAE -- The Society of Automotive Engineers or its successor bodies.
- (p) Sound Level (Noise Level). -- For airborne sound, sound level (noise level) is a weighted sound pressure level, obtained by the use of metering characteristics and the A-weighting as specified in the reference standards. When the A-weighting is employed, it must be indicated.
- (q) The sound pressure level, in decibels, of a sound is 20 times the logarithm to the base 10 of the ratio of the pressure of the sound to the reference sound pressure. Unless otherwise specified, the effective (rms) pressure is to be understood. The reference sound pressure is 20 $\mu\text{N}/\text{m}^2$.
- (r) Steady Noise -- A noise whose level remains essentially constant (i.e., fluctuations are negligibly small) during the period of observation.
- (s) Zoning District -- Those districts established by Title 19 of this code.

8-502. MUSICAL DEVICE PROHIBITIONS. No person shall use or perform any hand organ or other musical instrument or device, for pay or in expectation of payment, in any expectation of payment, in any public way or public place of the city before 9:00 a.m. or after 9:00 p.m. of any day.

8-503. STEAM WHISTLE PROHIBITIONS. No person shall blow or cause to be blown, within the city the steam whistle of any stationary steam plant as a signal for commencing or suspending work or for any other purpose.

This section shall not be construed as forbidding the use of steam whistles as alarm signals in case of fire, collision or other imminent danger.

8-504. BUILDING USE DISTURBING PEACE PROHIBITED. No person owning or in possession or control of any building or premises shall use the same, permit the use of the same or rent the same to be used for any business or employment or residential nature, disturb or destroy the peace of the neighborhood in which such building or premises is situated or be dangerous or detrimental to health.

(a) It shall be prima facie evidence of a violation of this section for the operation of any tool, equipment, vehicle, electronic device, instrument, television, phonograph, machine or other noise or sound device at any time in such a manner as to be plainly audible at any adjacent property line, or for 50 or more feet in the case of a multi-family dwelling, to start before or continue after the following hours:

Weekdays: 7:00 a.m. until 10:00 p.m. (except Fridays, which will be until midnight)

Weekends: 8:00 a.m. until midnight (except Sundays, which will be until 10:00 p.m.)

8-505. MECHANICAL APPARTUS USE RESTRICTIONS. It is unlawful for any person to use any pile driver, shovel, hammer derrick, hoist tractor, roller or any other equipment or vehicles operated by fuel or electric power in building or construction operations, to start before or continue after the following hours:

Weekdays: 7:00 a.m. until 10:00p.m.

Weekends: 8:00 a.m. until 10:00 p.m.

Exemptions:

- (a) Emergency vehicles;
- (b) Public safety vehicles;
- (c) Emergency activities of the fire or police departments;
- (d) Emergency activities of any utility company;
- (e) Emergency activities of any municipal maintenance vehicles and equipment.

8-506. MOTOR VEHICLES; MOTOR OPERATION RESTRICTIONS. It is unlawful for any person to operate any motor of a motor vehicle of a weight in excess of four tons (8,000 pounds) for a consecutive period longer than two minutes while such vehicle is standing on private property and located within 150 feet of property zoned and used for residential purposes except where such vehicle is standing within a completely enclosed structure.

This section shall not apply to buses operated for the transportation of passengers while standing in established bus turnarounds, bus terminals, bus parking lots and bus storage yards.

8-507. SAME; MUFFLER. No person shall modify or change the exhaust muffler, intake muffler or any other noise abatement device of a motor vehicle in a manner such that the noise emitted by the motor vehicle is increased above that emitted by the motor vehicle as originally manufactured. Procedures used to establish compliance with this section shall be those used to established compliance of a new motor vehicle with the requirements of this article.

8-508. RESIDENTIAL DISTRICTS; GENERAL REGULATION. Any property use established in a zoning district as defined and designated under the provisions of Ch. 19 shall be so operated as to comply with the performance standards governing noise set forth hereinafter for the district in which such use shall be located.

- 8-509. SAME; C-O, C-1, C-2, C-3 AND C-P DISTRICTS. In C-O, C-1, C-2, C-3 and C-P zoning districts, the performance standards governing vibration in business and commercial zoning districts shall apply.
- 8-510. HORN AND SIGNAL USE RESTRICTIONS. No person shall sound any horn or audible signal device of any kind while not in motion, nor shall such horn or signal device be sounded under any circumstances except as required by law, nor shall it be sounded for any unnecessary or unreasonable period of time.
- 8-511. NOISE LEVEL; NUISANCE. Any emission of noise or earth-shaking vibration from any source in excess of the limitations established in or pursuant to this article is a public nuisance and may be subject to summary abatement procedures. Such abatement may be in addition to the administrative proceedings, fines and penalties provided in this article. The city attorney is empowered to secure the institution of legal proceedings for the abatement or prosecution of emissions of noise and earth-shaking vibrations which cause injury, detriment, nuisance or annoyance to the public or endanger the health, comfort, safety or welfare of the public or cause or have a natural tendency to cause injury or damage to public or property. Such legal proceedings may be in addition to the administrative proceedings, fines and penalties provided in this article.
- 8-512. VIOLATION; CIVIL REMEDY. Nothing in this article shall be construed to impair any cause of action, or legal remedy, of any person or the public for injury or damage arising from the emission or release into the atmosphere or ground from any source whatever or noise or earth-shaking vibration in such place or manner, or at such levels, so as to constitute a common law nuisance.

Section II. Take Effect. That this ordinance shall take effect on October 1, 2013 and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

CITY OF PRAIRIE VILLAGE, KANSAS

/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

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
August 19, 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 - August 5, 2013
- 2. Approve Claims Ordinance 2908
- 3. Approve the 2014 Mission Hills Contract and the 2014 Mission Hills Budget for law enforcement services
- 4. Approve food vendor agreements with Taco Republic, 39th Street Bevco of Kansas, LLC, Standees and Spin Pizza for the 2013 Prairie Village Jazz Fest on September 7, 2013
- 5. Approve a waiver to allow the serving of alcoholic beverages at Harmon Park on Saturday, September 7, 2013 in conjunction with the Prairie Village Jazz Festival
- 6. Approve Ordinance 2290 designating the Prairie Village Jazz Festival as a special event
- 7. Approve a contract with S.E.C.T. Theatre Supplies for the stage, sound, lighting and roof for Jazz Fest
- 8. Approve an addendum to the existing User Agreement between the City of Prairie Village and the City of Overland Park regarding Intergraph maintenance and upgrade costs
- 9. Authorize the Mayor to execute the Constitution Week proclamation
- 10. Adopt Resolution 2013-02 proclaiming the week of September 30 - October 4, 2013 as Prairie Village Peanut Butter Week
- 11. Approve Resolution 2013-03 changing the time and place for the September 3, 2013 City Council Meeting

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

Council Committee of the Whole

COU2013-42 Consider Ordinance 2291 amending insurance requirements for Street Races and Parades

VIII. STAFF REPORTS

IX. OLD BUSINESS

X. NEW BUSINESS

**Consider review of a massage therapy license for Robert Hix to work at
Massage Envy, 7614 State Line Rd**

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

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

August 19, 2013

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
August 5, 2013**

The City Council of Prairie Village, Kansas, met in regular session on Monday, August 5, 2013, 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, Andrew Wang, Laura Wassmer, Brooke Morehead, Charles Clark, David Morrison and Ted Odell.

Also present were: Wes Jordan, Chief of Police; Keith Bredehoeft, Interim Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Lisa Santa Maria, Finance Director; Danielle Dulin, Assistant to the City Administrator; Nic Sanders, Human Resources Specialist; Joyce Hagen Mundy, City Clerk.

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

PUBLIC HEARINGS

Adoption of the 2014 Budget for the City of Prairie Village

Finance Director Lisa Santa Maria reviewed the process followed in the preparation of the City's 2014 budget. The proposed budget of \$28,896,223 reflects the following goals: 1) maintain high quality services and programs, 2) maintain quality streets, parks and infrastructure, 3) continue strong financial condition, 4) maintain AAA

bond rating, 5) increase financial transparency and 6) Increase citizen participation in budget issues.

The 2014 budget is balanced with the existing mill levy rate of 19.478 and maintains the same level of services with enhancements to 1) park funding and more park/green space; 2) address Emerald Ash Borer infestation and 3) rental licensing home program and home ownership initiatives. There is a nominal overall increase in the 2014 General Fund department budgets of 0.91%. Staffing levels will remain the same. \$65,000 has been added for a position related to rental licensing home program and home ownership initiatives.

The stormwater utility fee rate remains at the current rate of \$0.040/square foot of impervious area. The annual household assessment for Solid Waste Management services has increased from \$158.52 to \$174.00, which is less than the 2012 assessment. A 10% increase for health insurance has been budgeted as well as a 9.84% increase in the city's required contribution to KPERS and a three percent employee merit pool. The anticipated ending fund balance is 25% with a general contingency fund of \$500,000.

The 2014 budget includes a transfer of \$2.5 million from the General Fund to the Capital Improvement Program (CIP). The total CIP budget for 2014 is \$6,907,094.

Mayor Shaffer opened the public hearing for comments. No one was present to address the Council on the proposed 2014 budget. Mayor Shaffer closed the public hearing at 7:41 p.m.

Resident Chuck Dehner asked where the CID agreements were reflected in the proposed budget. Mrs. Santa Maria stated they are not reflected in the budget but are addressed in the audit.

Dale Warman moved the Governing Body adopt the 2014 budget as certified in the amount of \$28,896,223 with ad valorem tax in the amount of \$5,556,292 and adopt Ordinance No. 2277 attesting to an increase in the property tax dollars levied in the General Fund in excess of the amount allowed by state formula. The motion was seconded by Ruth Hopkins.

A roll call vote was taken with the following votes cast: “aye” Weaver, Warman, Hopkins, Noll, Kelly, Wang, Wassmer, Morehead, Clark, Morrison and Odell.

PUBLIC PARTICIPATION

Chuck Dehner, 4201 West 68th Terrace, spoke again in protest to the giveaway of taxpayer dollars under the CID. He is particularly opposed to the CID paying Lane4 and for improvements to Johnny’s which is not included in the CID agreement. He was surprised that the CID bonds were not reflected in the city’s budget as it represents a huge potential liability for the City.

Mr. Dehner referenced campaign contributions received by Mayor Shaffer and stated that he has tainted views and should not be allowed to vote on upcoming issues. He also expressed concern and disappointment with the Mayor’s appointments to the City Council and Planning Commission noting Nancy Wallerstein as an example. Mr. Dehner noted the unkept appearance of the Village Shops looks like Kansas City, MO and feels that the owners should not be receiving taxpayer dollars. He criticized the process for the drive-thru approval at the old Waid’s site again noting the applicant’s false statements that Starbucks was moving into the location.

Mayor Shaffer acknowledged the presence of State Representative Barbara Bollier and a boy scout in attendance at the meeting.

With no one else to address the Council Public Participation was closed at 7:47 p.m.

CONSENT AGENDA

Dale Warman moved the approval of the Consent Agenda for August 5, 2013:

1. Approve Regular Council Meeting Minutes - July 15, 2013
2. Approve Claims Ordinance #2907
3. Authorize the Mayor to execute the following proclamations: Relay for Life Day of Prairie Village - August 24, 2013 and SME Class of 1963 - 50th Year Reunion Week - October 7 - 13, 2013
4. Approve the purchase of a replacement dump truck from Diamond International Truck of Kansas City in the amount of \$81,233.00 and the disposal of Asset #827 by auction
5. Approve the purchase of a replacement pickup truck from Shawnee Mission Ford at a cost of \$27,483.00 and the disposal of Asset #1108 by auction
6. Approve the replacement of a Vermeer Wood Chipper from Vermeer - Olathe at a cost of \$42,864.15 and the disposal of Asset #1301 by auction
7. Confirm the appointments of Paul Middleton and Bill Benson to the Neighborhood Conservation Overlay District Appeals Committee representing the Countryside East Homes Association.

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

MAYOR'S REPORT

Mayor Shaffer reported he represented the City at several events during the past weeks including the MARC Committee for Aging Conference; Kansas City Chamber luncheon; Northeast Johnson County Mayors' meeting and Memorial Services for the former Mission Chief of Police. He noted the recent PVPD Special Olympics golf tourney which Chief Jordan noted was successful.

COMMITTEE REPORTS

Council Committee of the Whole

COU2013-24 Consideration of a network services and Cooperation Agreement and related agreements with Google Fiber Kansas, LLC

Mayor Shaffer acknowledged the presence of Rachel Hack, Google Community Manager and Michael Orlowski with Polsinelli Shughart representing Google at the meeting. Ms Hack stated that Google is excited to be able to expand into Prairie Village and although there is no anticipated date for service to be offered, she noted that once an agreement is signed they immediately begin work on the network design.

On behalf of the Council Committee of the Whole, Council President Dale Warman moved the City Council approved the Network Cooperation and Services Agreement (“NSA”) between the City of Prairie Village and Google Fiber Kansas, LLC. The motion was seconded by David Morrison.

Laura Wassmer stated that she is excited to have Google coming to Prairie Village; however, she is disappointed in the business practices. The “our way or the highway” approach doesn’t sit well with her personally and has dampened her personal enthusiasm.

Ruth Hopkins agreed with Ms. Wassmer and stated that she hoped as Google is going forward they would be more open to an actual dialogue rather than mandates.

Ted Odell noted that there will be a lot of Prairie Village residents that will be very excited about Google. Ms. Hack stated that was reflected in the number of petition signatures they received from Prairie Village desiring coverage.

The motion was voted on and passed unanimously.

COU2013-25 Consider authorization of the use of \$5,000 in Contingency Funds for Contract Service - Weed and Grass Abatement

On behalf of the Council Committee of the Whole, Council President Dale Warman moved the City Council authorize the use of \$5,000 from the Contingency Fund

for Contract Services - Weed and Grass Abatement. The motion was seconded by Laura Wassmer and passed unanimously.

COU2013-26 Consider Bid Award for Highway Rock Salt

On behalf of the Council Committee of the Whole, Council President Dale Warman moved the City Council approve the bid from Central Salt for Highway Rock Salt at a cost of \$52.40 per ton delivered and Enhanced Salt at a cost of \$69.09 per ton delivered. The motion was seconded by Steve Noll and passed unanimously.

Communications Committee

Consider Approval of Website Upgrade and Homepage Redesign

Quinn Bennion stated the City's website provider was selected as Vision Internet Content Management System (CMS) in 2010. The website was redesigned by MMG Worldwide (a Kansas City marketing firm). The upgraded website with redesign was launched in January 2011. The CMS enables staff to more efficiently update the website, send e-notifications to subscribers, maintain project pages and communicate more effectively with residents.

The City website receives 10,000 unique visitors per month. Use continues to increase as more services, projects and information are added such as paying citations online. City staff frequently receives positive comments on the City website including ease of navigation and information available.

Since the website upgrade, Vision Internet has made significant upgrades to their CMS and presented these changes to staff. Staff requested a proposal from Vision Internet for upgrading to CMS 6 and for homepage redesign services. The significant

cost is associated with the upgrade to the CMS 6 system. This is a one-time upgrade with all future components and CMS versions included.

The Communications Committee reviewed the proposal at their June 26th meeting. Their major concerns were funding, usability for residents and reducing staff time. Mr. Bennion stated that \$40,000 was budgeted in 2013 for the enhancements and \$18,181 is available in the Equipment Reserve Fund for this project and \$10,000 in the Economic Development Fund.

Dale Warman moved the City Council approve the proposal from Vision Internet for an upgrade to Vision CMS 6, Graphic Design Services and Responsive Design and Wireframe Services in the amount of \$28,181. The motion was seconded by David Morrison.

Michael Kelly stated he was shocked that two years after a significant investment in the city's website another \$28,000 is being requested for additional enhancements.

Andrew Wang asked what the upgrades included. Quinn Bennion responded the new features of Vision CMS 6 include the page template builder, audio & video embedding, drag and drop image and file uploading, widget based layout options, new form builder, in-page content editing. The upgrade would also include a redesign of the homepage and responsive design for mobile and tablet devices. Mr. Bennion noted these improvements would also be available to homes associations who have pages on the city's website. The proposal also includes any future updates of Vision CMS at no cost to the City. Mr. Wang confirmed these updates would allow the city to do more with the website in-house, rather than requiring outside assistance.

Ted Odell asked if the City went out for bid. Mr. Bennion responded the city initially bid these services with a thorough process and this update proposal is from the

city's current service provider. Mr. Odell questioned the funding from the Economic Development Fund.

Mr. Bennion replied the purpose of the economic development fund is to attract businesses and residents to the City. The website is frequently used by both perspective businesses and residents. He noted the connection with the chamber that allows businesses to see available properties for lease.

Laura Wassmer asked if this would be the last large update or if the city would be making more changes. Mr. Bennion replied that the cost of future updates is included in this proposal as long as Vision is the provider.

Michael Kelly stated that provision sounds like a sales gimmick and noted the city currently has a CMS system. He feels this should have come through the Council Committee of the Whole and not only the Communications Committee.

Ruth Hopkins stated the City would be very foolish not to keep its website viable. It is definitely a viable tool for economic development.

Laura Wassmer asked how long this company has been in business. Dennis Enslinger responded 17 years.

Michael Kelly stated he felt the City's current web was not in need of updating. He felt it was already better than 90% of other city's websites. Quinn Bennion agreed that the City has taken significant steps to improve the website and its communication with residents through the website. Staff wants to keep it viable and progressive.

The motion was voted on and defeated by a vote of 5 to 6.

Laura Wassmer stated she would be more comfortable discussing this in greater detail in committee. David Morrison suggested that a representative of the company be at that meeting.

JazzFest Committee

Brooke Morehead reminded the Council of the September 7th Jazz Festival. She noted the committee would be holding a sponsor appreciation event this Thursday, August 8th from 5 to 7 at UMB Bank in Prairie Village.

STAFF REPORTS

Mayor Shaffer stated that Staff Reports were given at the earlier Council Committee of the Whole meeting.

NEW BUSINESS

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

OLD BUSINESS

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

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Board of Zoning Appeals	08/06/2013	6:30 p.m.
Planning Commission	08/06/2013	7:00 p.m.
JazzFest Committee	08/07/2013	7:00 p.m.
Sister City Committee	08/12/2013	7:00 p.m.
Communications Committee	08/13/2013	5:30 p.m.
Parks & Recreation Committee	08/14/2013	7:00 p.m.
Council Committee of the Whole	08/19/2013	6:00 p.m.
City Council	08/19/2013	7:30 p.m.

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The Prairie Village Arts Council is pleased to announce a mixed media exhibit by the Olathe Visual Artists in the R. G. Endres Gallery for the month of August. The artist reception will be held on August 9th from 6:30 to 7:30 p.m.

Recreation memberships are on sale in the City Clerk's Office; pool memberships are half off, excluding the SuperPass and 10 Swim Cards, The next Moonlight Swim will be Friday, August 2, with the pool complex remaining open until 10:00 p.m.

Beginning Monday, August 12, the pool will open at 4:30 p.m. on weekdays. Weekend hours will remain the same. The pool closes for the season on Monday, September 2nd.

The city offices will be closed Monday, September 2nd in observance of the Labor Day holiday. Deffenbaugh also observes this holiday so trash and recycling will be delayed one day.

The Prairie Village Jazz Festival is Saturday, September 7th from 3:00 to 11:00 p.m. in Harmon Park.

Flu shots will be offered for Council Members on September 25th from 7:30 a.m. to 9:00 a.m. at Public Works from 3:00 p.m. to 4:30 p.m. in the Multi-Purpose Room. The fee for the shot will be \$25. Please notify Nic Sanders at 913-385-4664 if you plan to receive a shot.

Dale Warman announced the Ground Breaking on August 12th at 4 p.m. for Mission's Gateway project. The new superintendent for the Shawnee Mission School District will be the speaker at the August 15th Chamber Lunch.

Relay for Life will be held on Saturday, August 24th at Franklin Park

ADJOURNMENT

With no further business to come before the City Council, the meeting was adjourned at 10:17 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

August 1, 2013

Copy of Ordinance
2908

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	WARRANT NUMBER	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
5217-5296	7/5/2013	78,276.64	
5297-5397	7/19/2013	1,164,923.82	
5398-5407	7/24/2013	228,585.43	
5408	7/25/2013	6,010.00	
Payroll Expenditures			
7/12/2013		300,145.11	
7/26/2013		282,579.58	
Electronic Payments			
Electronic Pmnts	7/2/2013	4,837.22	
Electronic Pmnts	7/8/2013	1,177.06	
Electronic Pmnts	7/10/2013	35,839.61	
Electronic Pmnts	7/17/2013	5,664.78	
Electronic Pmnts	7/26/2013	5,225.14	
Electronic Pmnts	7/30/2013	1,917,724.06	
TOTAL EXPENDITURES:			4,030,988.45
Voided Checks			
BP	#5223	(25.87)	
TOTAL VOIDED CHECKS:			(25.87)
GRAND TOTAL CLAIMS ORDINANCE			4,030,962.58

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

Passed this 19th day of August 2013.

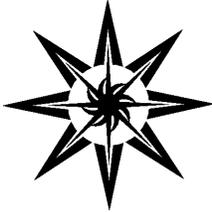
Signed or Approved this 19th day of August 2013.

(SEAL)

ATTEST: _____

City Treasurer

Mayor



POLICE DEPARTMENT

Council Meeting Date: August 19, 2014

Consent Agenda: Consider Approval of the 2014 Mission Hills Contract and the 2014 Mission Hills Budget

RECOMMENDATION

The Prairie Village Police Department recommends the City Council formalize its law enforcement relationship with the City of Mission Hills for the 2014 calendar year by approving the attached 2014 Mission Hills Contract and the 2014 Mission Hills Budget.

BACKGROUND

Each year the Cities of Prairie Village and Mission Hills formalize their law enforcement relationship with an agreement between the municipalities. The budgetary costs for each law enforcement program are derived from formulas based on percentages of the Prairie Village Budget for services that include manpower allocation, calls for service, reported crimes, and vehicular accidents. The current method of calculating shared costs has been in place for ten years.

The 2014 Mission Hills Budget is calculated to be \$1,234,828.00 which is a .56 percent decrease (- \$6,965) compared to 2013. A breakdown of program costs is specified in the attached 2014 Mission Hills Budget spreadsheet. The slight decrease is mainly attributed to the following formula factors:

- 10-year Crime Rate reduced from 11.06 percent to 10.65 percent, and
- 10-year Calls for Service/Records/Accidents reduced from 14.55 percent to 14.43 percent.

The Mission Hills Contract does reflect a 3 percent increase, \$35.64 to \$36.71 per hour, in Animal Control Services to account for merit and benefit costs.

The Mission Hills City Administrator has agreed with the contents of the attached 2014 Mission Hills Contract, as well as the 2014 Mission Hills Budget.

ATTACHMENTS: 2014 Mission Hills Contract and 2014 Mission Hills Budget Comparison.

Prepared By:

Wes Jordan
Chief of Police

Date: August 3, 2011

MISSION HILLS AGREEMENT - 2014

THIS AGREEMENT, made this ____ day of _____, 2013, between the City of Prairie Village, Kansas, a municipal corporation, hereinafter referred to as "Prairie Village," and the City of Mission Hills, Kansas, a municipal corporation, hereinafter referred to as "Mission Hills."

WHEREAS, Prairie Village and Mission Hills are adjoining cities and share many of the same problems and concerns for police protection; and

WHEREAS, in the opinion of the governing bodies of Prairie Village and Mission Hills, the consolidated operation of law enforcement and policing of the two cities will be to the mutual benefit and the general welfare of the persons and properties of both municipalities; and

WHEREAS, K.S.A. 12-2908, and amendments thereto, authorize the parties hereto to enter into a contract with respect to performance of government services; and

WHEREAS, the governing bodies of said cities have determined to enter into an agreement as authorized and provided by K.S.A. 12-2908 and amendments thereto,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made and contained, it is mutually agreed as follows:

A. Services Provided. Prairie Village shall furnish to Mission Hills during the term of this agreement, the following items:

1. Police Cars. It is agreed and understood that Mission Hills has previously paid for four police cars that are currently being used primarily in the City of Mission Hills and said cars are identified as:

Unit 149 - 2011 Ford Crown Victoria
VIN 2FABP7BV6BX137671
registered to the City of Prairie Village;

Unit 148 - 2011 Ford Crown Victoria
VIN 2FABP7BV8BX137672
registered to the City of Prairie Village;

Unit 349 - 2013 Ford Interceptor
VIN 1FAHP2M90DG124393
registered to the City of Prairie Village, and

Unit 048 - 2010 Dodge Charger
VIN 2B3AA4CT9AH215647
registered to the City of Prairie Village.

During the terms of this agreement, Mission Hills shall be responsible for the replacement costs of any new vehicles needed. The Chief of Police shall notify the Mission Hills City Administrator when fleet bids are being offered. Replacement vehicles for Mission Hills will be offered as part of the fleet purchase, above the costs of this contract, if desired and approved by Mission Hills. New vehicles will be titled to the City of Prairie Village. Collision and liability insurance on the vehicles purchased by Mission Hills shall be maintained and paid for by Prairie Village.

Mission Hills shall pay all expenses relating to the maintenance of said vehicles, including, but not limited to, gasoline, oil, lubrication, tires, repairs and equipment changeover. Maintenance of said vehicles shall be under the direction and supervision of the Chief of Police. Routine maintenance will be provided by a vendor agreed upon by the Mission Hills City Administrator and the Chief of Police. Gasoline shall be provided through the Prairie Village gasoline pump. A monthly itemized bill shall be prepared and forwarded to Mission Hills for payment, which shall be above the costs of the contract agreement listed in Paragraph B. Major repair items such as engine or transmission overhaul shall be approved by the Mission Hills City Administrator prior to work being performed and will be billed directly to Mission Hills. If a Mission Hills police unit is inoperable for a period of time - as determined by a Police Department Shift Supervisor or Command Staff member, due to the vehicle being unable to be operated safely, or where further use may cause damage to the vehicle - Prairie Village shall provide a replacement vehicle and may bill Mission Hills at the rate equal to the 2014 IRS standard mileage rate per mile for a car used for business purposes for its use, above the costs of this contract.

It is agreed and understood that if both parties agree to terminate the conditions of this contract, those vehicles purchased by the City of Mission Hills, but titled to the City of Prairie Village, shall be transferred back to the ownership of Mission Hills for the sum of \$1.00.

2. Police Personnel. Prairie Village shall provide to Mission Hills the services of police officers, detectives, and other personnel as adopted by budget formulas to provide efficient and effective law enforcement services. The Chief of Police will approve staffing/scheduling in consultation with the Mission Hills City Administrator.

With respect to the additional officers, Prairie Village shall not be required to provide a replacement officer or effect a reduction in the amount due Prairie Village by Mission Hills under this Agreement when such an officer is unavailable due to an excused absence. An "excused absence" is an absence provided for under Prairie Village's personnel policies and for which the officer receives monetary compensation or compensatory time directly from Prairie Village for the absence, but does not include any such absence for which the officer is receiving monetary compensation for the absence from Workers' Compensation or other insurance. If any additional officer is unavailable for any reason other than an excused absence, Prairie Village shall either assign a replacement officer for the position or effect an appropriate reduction in the amount due Prairie Village by Mission Hills under this Agreement. Prairie Village shall use its best efforts to ensure that excused absences of police officers assigned to Mission Hills shall not be disproportionately higher than excused absences of police officers assigned to Prairie Village.

Prairie Village shall provide the services of such supervisory and support personnel as shall be necessary for the operation of said police cars and to provide normal police services.

Prairie Village shall pay the salaries, payroll taxes, Workers' Compensation and related benefits and shall bear all expenses and liabilities with respect to said police personnel, which may accrue from or be attributable to the employer-employee relationship.

All Prairie Village Police officers, and all cars used by such police officers, including the cars designated as the Mission Hills police cars, shall be subject to the jurisdiction of the Prairie Village Chief of Police, whether operating in Mission Hills or Prairie Village. The Prairie Village Chief of Police shall have exclusive supervision of the operation of the police cars designated as the Mission Hills cars and the personnel operating same, and shall handle all complaints or calls for services through the Police Department's Offices at 7710 Mission Road, Prairie Village, Kansas. The Chief of Police will consult and cooperate with Mission Hills in scheduling and supervising the operation of Mission Hills cars and personnel operating same.

Mission Hills will designate an individual who shall serve as its representative to consult with the Chief of Police. All Prairie Village Police officers shall be deputized to act as police officers in Mission Hills and all Prairie Village personnel, in carrying out the police functions for Mission Hills as contemplated by this Agreement, shall be deemed to be acting for, and as the police arm of, Mission Hills.

It is further mutually agreed by the governing bodies of the respective cities hereto that each will respectively do all acts necessary and proper as provided in K.S.A. 19-2645 and K.S.A. 19-2646, and acts amendatory and supplemental thereto, for carrying out the applicable provisions of this Agreement.

3. Court Personnel. Prairie Village shall also provide a Clerk of the Court for the Mission Hills Municipal Court for two court sessions per month. Said Clerk shall be assigned by the Court Administrator of the Prairie Village Municipal Court. Said Clerk of the Court shall perform all duties as required by law and shall be deemed to be acting for and on behalf of the City of Mission Hills while performing said duties. Prairie Village shall not be liable in any manner for the actions of said clerk of the Court in the performance or nonperformance of said duties. Prairie Village shall be reimbursed for the costs of providing said Court personnel, which amount is included in the total contract amount as provided in Paragraph B of this Agreement.

4. Humane Officer. For purposes of animal control, Prairie Village shall provide to Mission Hills the services of a humane officer, when such services are needed. Said humane officer shall be under the supervision of the Chief of Police. It is agreed that when on duty, the humane officer shall respond to calls for service within Mission Hills that are the normal function of this service. In addition, the Mayor or City Administrator of Mission Hills can request scheduled hours in Mission Hills on a regular basis, which shall be provided if personnel are available. The cost of this service is not included in the contract amount as provided in Paragraph B, and shall be documented and billed at the rate of **\$36.71** per hour.

It is further agreed that Prairie Village has entered into a contract agreement with Great Plains SPCA for the professional care, impounding and boarding

of animals taken into custody by the Police Department. This service is not included in the contract amount as provided in Paragraph B, and shall be billed to Mission Hills by Prairie Village as required by the service provided by Great Plains.

5. **General Law Enforcement Services.** Prairie Village shall provide to Mission Hills law enforcement services necessary to efficiently maintain public safety in the City of Mission Hills. These services include, but are not limited to, administration of the Police Department; 9-1-1 and non-emergency PSAP for communications to the Police Department and police vehicles; Records for maintaining law enforcement files; Crime Prevention Program for education to reduce community vulnerability to crime and establish "community-oriented policing;" Investigations function that provides for the investigation of Part I and Part II crimes perpetrated by adults and youths; D.A.R.E. to provide a prevention aspect to adolescent drug use; the Property Room and evidence system, and the Department's comprehensive training.

B. **Reimbursement Costs.** Mission Hills shall reimburse Prairie Village for the cost of services and equipment provided to the City of Mission Hills as heretofore provided, the total amount of One Million, Two Hundred and Thirty Four Thousand, Eight Hundred and Twenty Eight and 00/100 Dollars (\$1,234,828.00), said amount to be paid by Mission Hills at the rate of One Hundred and Two Thousand, Nine Hundred and Two and 33/100 Dollars (\$102,902.33), per month during the term of this Agreement, said payment to be made not later than the 15th day of each month.

Said amount is based on the standard employee work schedule of the City of Prairie Village and includes the cost of supervision and insurance, radio dispatching, officer supplies, uniform replacement, salary of personnel, overhead and other costs which will be incurred by Prairie Village in fulfilling the obligations of this Agreement. The estimated costs of services and equipment to be provided under this Agreement have been compiled in a proposed budget for the year 2014, previously furnished to Mission Hills by Prairie Village. This budget was used in determining the costs to be reimbursed by Mission Hills; however, the parties recognize that the actual costs for the items furnished may differ from those estimated.

In the event of a difference which results from a change in the wage structure of Prairie Village personnel from that contemplated in the proposed budget, or pursuant to Paragraph A., 2., any additional officer is unavailable for any reason other than an excused absence and Prairie Village elects not to assign a replacement officer, an appropriate increase or decrease will be made in the amount due Prairie Village by Mission Hills hereunder. However, the parties agree that no other difference, if any, in the actual costs of the services and equipment provided from that contemplated in the proposed budget will be cause for increasing or decreasing the amount due Prairie Village from Mission Hills hereunder.

C. Reports. The Chief of Police of Prairie Village shall at least once a month submit to Mission Hills a complete written report of the police activity and protection provided within said city.

D. Liability Insurance and Uninsured Claims. The parties recognize that actions (or omissions) in connection with services to be provided by Prairie Village under this Agreement may result in, or give rise to, claims against Mission Hills or Prairie Village, or both, for alleged damages or injuries. For the purpose of limiting financial exposure with respect to such claims, Prairie Village has obtained liability insurance relating to the operation of the Police Department and relating to the operation of vehicles used in providing the services contemplated by this Agreement. Part of the cost of these policies is allocated to Mission Hills and included in the total contract amount as provided in Paragraph B of this Agreement. Mission Hills shall at all times be named as an insured party on both such insurance policies.

In addition, both Prairie Village and Mission Hills carry general liability insurance and both parties agree that they will use their best efforts to cause the insurance companies providing such insurance coverage to waive any subrogation rights, which such companies may have against Prairie Village or Mission Hills, as the case may be, with respect to expenses incurred and amounts paid under such policies on behalf of the party carrying such insurance.

The parties also recognize that claims may be made against Mission Hills or Prairie Village or both for alleged injuries or damages which are not covered by any of such insurance policies. With respect to such uninsured claims: The parties agree that Mission Hills should bear all or most of the costs related to such claims (including defense costs and payments for settlement or judgment) in those situations in which the action or omission which gives rise to the claim relates primarily to a risk that would not have been incurred by Prairie Village, if Prairie Village were not providing services to Mission Hills under this Agreement; and Prairie Village should bear all or most of the costs related to such claims (including defense costs and payments for settlement or judgment) in those situations in which the action or omission which gives rise to the claim relates primarily to the operation or policies of the Prairie Village Police Department and services provided to Mission Hills under this Agreement are only incidental to the situation.

Accordingly, the parties agree that the circumstances surrounding any claim, which is not covered by insurance and which relates to or arises from actions (or omissions) in connection with services provided or to be provided by Prairie Village under this Agreement, will be examined at the time such claim is made for the purpose of determining the appropriate percentage of the costs related to such claim, which are to be paid by Mission Hills and the appropriate percentage of such costs, which are to be paid by Prairie Village.

E. Effective Date. This Agreement shall be in effect from January 1, 2014, through December 31, 2014, and shall not be assigned. It is agreed that during the term of this Agreement neither party may terminate or modify the Agreement without the consent of the other, except as otherwise provided by this Agreement.

IN WITNESS WHEREOF, the Mayor of Prairie Village, Kansas, has signed this Agreement on behalf of the City of Prairie Village, as such mayor, and the City of Prairie Village has caused these presents to be attested by its Clerk and the seal of said city to be hereto attached; and the Mayor of Mission Hills, Kansas, has signed this Agreement on behalf of the City of Mission Hills, as such mayor, and the City of Mission

Hills has caused these presents to be attested by its Clerk, and the seal of said City to be hereto attached, the day and year first above written.

THE CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer - Mayor

ATTEST:

Joyce Hagen Mundy - City Clerk

THE CITY OF MISSION HILLS, KANSAS

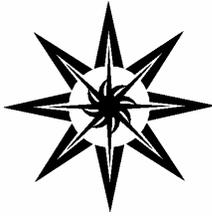
By: _____
Rick Boeshaar - Mayor

ATTEST:

Jill Clifton - City Clerk

MISSION HILLS BUDGET COMPARISON

PROGRAM	2011	2012	2013	2014	2013-2014 COMPARISON	%
Administration	\$72,317	\$72,560	\$66,439	\$68,752	\$2,313	3.5%
Staff Services	\$148,140	\$145,673	\$140,799	\$138,245	(\$2,554)	-1.8%
Community Services	\$0	\$0	\$0	\$0	\$0	0.0%
Crime Prevention	\$10,677	\$9,566	\$9,394	\$9,233	(\$161)	-1.7%
Patrol	\$856,949	\$827,673	\$850,875	\$841,584	(\$9,291)	-1.1%
Investigations	\$80,152	\$72,999	\$68,154	\$70,384	\$2,230	3.3%
Special Investigation	\$0	\$0	\$0	\$0	\$0	0.0%
D.A.R.E.	\$7,394	\$7,556	\$7,603	\$7,809	\$206	2.7%
Professional Standards	\$23,671	\$22,939	\$22,249	\$23,495	\$1,246	5.6%
Traffic	\$0	\$0	\$0	\$0	\$0	0.0%
Court	\$79,051	\$81,207	\$76,280	\$75,326	(\$954)	-1.3%
School Crossing	\$0	\$0	\$0	\$0	\$0	0.0%
Accounting	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL	\$1,278,351	\$1,240,173	\$1,241,793	\$1,234,828	(\$6,965)	
% OF INCREASE						-0.56%



Council Meeting Date: August 19, 2013
CONSENT AGENDA

Consider Vendor Agreements for Prairie Village Jazz Festival

RECOMMENDATION

Recommend the City Council approve food vendor agreements with Taco Republic, 39th Street Bevco of Kansas, LLC, Standees and Spin Pizza for the 2013 Prairie Village Jazz Festival on September 7, 2013.

BACKGROUND

The fourth annual Prairie Village Jazz Festival will be held on Saturday, September 7, 2013. The festival is free to the public. No food or drinks are allowed to be brought on campus. The Jazz Fest Committee has entered into agreement with a variety of businesses to provide food and drink at the festival. The businesses have paid a vendor fee and will keep all the revenue raised from sale of food at the event. The City Attorney has reviewed and approved the contracts.

FINANCIAL IMPACT

No costs will be incurred with the approval of this agreement.

ATTACHMENTS

Vendor Agreements -

- Taco Republic Food Truck
- 39th Street Bevco of Kansas, LLC
 - Jon Russell BBQ
 - Pita Mediterranean Grill & Take Out
- Standees
- Spin Pizza

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: August 15, 2013

VENDOR AGREEMENT

THIS VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 13 day of AUGUST, 2013, by and between the City of Prairie Village, Kansas (hereinafter "the City") and SPZNI PIZZA, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled Prairie Village Jazz Festival, for the general public on Saturday, September 7, 2013; and

In consideration of the mutual promises and covenants contained herein, Vendor and City agree as follows:

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print also clearly state your electrical power requirements:

We need a 110 outlet for electrical
will supply our own 8x10 tent
we will have tables (2) for serving food
we will provide our own freezer/refrigerator (4 units)

2. Type of Service Provided: the Vendor agrees to provide the following services:

tables (2)
electrical
chairs (2)

3. Hours of Operation: The Vendor shall provide services to the general public from 2:30 p.m. through 10:30 p.m. on September 7, 2013.

4. Access to Facilities:

- a. Vendor shall have access to Vendor's location for set-up and breakdown from Friday, September 6th from 5 p.m. to 10:30 Saturday, September 8th Vendor shall be responsible for security from Friday 8 p.m. to Saturday at 9 a.m.
- b. Vendor shall furnish City a list of all equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as Exhibit

A and part of the Agreement. Any amendments to Exhibit A must be approved by the City in writing, prior to execution of this Agreement and Vendor shall attach said list to this Agreement as Exhibit A. Exhibit A is hereby incorporated into this Agreement.

5. Compensation: In consideration for being the presenting sponsor, the Vendor shall receive 100% of gross food sales.
6. Service: The Vendor shall supply the workers for the sale of food and drinks.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the Jazz Festival and at the conclusion of business and conclusion of the Jazz Festival. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
 - a. The Vendor agrees to defend, indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the festival premises, including, but not limited to, those items left in and around Vendor's location during and after the hours of operation and at the conclusion of the Jazz Festival. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items

belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.

- c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combined single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. Copies of said policies shall be provided to City on or before September 1, 2013.

9. Notification: Notification and any other notices under this Agreement shall be made as follows:

City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464

10. Staff:

- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the Jazz Festival.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of JazzFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.

11. Entire Agreement: This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to JazzFest.

12. Effective Date: This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____
Name: _____
Title: _____
Date: _____

VENDOR SPZN! Neapolitan Pizza
By: Tom Thaemert Tom KZund
Name: Tom Thaemert
Title: Marketing Manager
Date: 8/13/13

Exhibit A - Set-up Requirements

- We will put up our own booth
- have 2 tables, 2 chairs
- provide our own freezer and refrigeration
-

VENDOR AGREEMENT

THIS VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 5 day of August, 2013, by and between the City of Prairie Village, Kansas (hereinafter "the City") and 30th Street Bevco of KS LLC (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled Prairie Village Jazz Festival, for the general public on Saturday, September 7, 2013; and

In consideration of the mutual promises and covenants contained herein, Vendor and City agree as follows:

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print also clearly state your electrical power requirements:

2. Type of Service Provided: the Vendor agrees to provide the following services:

3. Hours of Operation: The Vendor shall provide services to the general public from 2:30 p.m. through 10:30 p.m. on September 7, 2013.

4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location for set-up and breakdown from Friday, September 6th from 5 p.m. to 10:30 Saturday, September 8th Vendor shall be responsible for security from Friday 8 p.m. to Saturday at 9 a.m.
 - b. Vendor shall furnish City a list of all equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as Exhibit A and part of the Agreement. Any amendments to Exhibit A must be approved by the City in writing, prior to execution of this Agreement and Vendor shall attach said list to this Agreement as Exhibit A. Exhibit A is hereby incorporated into this Agreement.

5. Compensation: In consideration for being the presenting sponsor, the Vendor shall receive 100% of gross food sales.

6. Service: The Vendor shall supply the workers for the sale of food and drinks.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the Jazz Festival and at the conclusion of business and conclusion of the Jazz Festival. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
 - a. The Vendor agrees to defend, indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the festival premises, including, but not limited to, those items left in and around Vendor's location during and after the hours of operation and at the conclusion of the Jazz Festival. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.
 - c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
 - d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combined single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. Copies of said policies shall be provided to City on or before September 1, 2013.

9. Notification: Notification and any other notices under this Agreement shall be made as follows:

City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464

10. Staff:

- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the Jazz Festival.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of JazzFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.

11. Entire Agreement: This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to JazzFest.

12. Effective Date: This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

VENDOR

By: _____
Name: _____
Title: _____
Date: _____

By: Tracy J McHugh
Name: Tracy J McHugh
Title: President
Date: 8/5/13



39THS-1

OP ID: CH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/05/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hospitality Insurance Services 3500 N Rock Rd Bldg 1300 Wichita, KS 67226	Phone: 316-267-8383	CONTACT NAME:	
	Fax: 316-267-8400	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Secura Insurance Companies	22543
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED
39th St Bevco of Kansas, LLC
Cafe Medina, LLC dba Pital
Jon Russell BBQ, LLC
DBA Jon Russell BBQ
12721 Metcalf Ave Ste 200
Overland Park, KS 66213

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	BP3179112-3	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BP3179112-3	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CU3179113-3	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC3183594-3	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: 9/7/13 Food Vendor for Prairie Village Jazzfest
The City of Prairie Village is named as an Additional Insured with regard to General Liability with respect to the insured's operations for this event.

CERTIFICATE HOLDER**CANCELLATION**

City of Prairie Village
7700 Mission Rd
Prairie Village, KS 66208

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

VENDOR AGREEMENT

THIS VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 12 day of August, 2013, by and between the City of Prairie Village, Kansas (hereinafter "the City") and STANDEES - The Entertaining Eatery, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled Prairie Village Jazz Festival, for the general public on Saturday, September 7, 2013; and

In consideration of the mutual promises and covenants contained herein, Vendor and City agree as follows:

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print also clearly state your electrical power requirements:
 - 10' x 20' tent with side and a back walls; 20' side of the tent facing the pavilion; eight feet of clearance on the side and back of tent; tent should be located at the first position of the food vendor row near the concrete steps that face Mission Road.
 - Tables: Six (6) rectangular eight (8') foot tables
 - Total Electricity: 30 amps
 - Food Warmer
 - Heating Elements = 2,000 Watts, 16.7 Amp Total Draw
 - Requires 120 Volt Single-Phase Power Supply
 - NEMA 5-20 Plug
 - Food Cooler
 - Voltage Rating 120V, 60 Hz
 - Amps: 120 Volts - 5.0
 - Minimum Circuit Requirements (Amps): 15A
 - Connected Load (kW Rating) @ 120V: 0.60
 - Beverage Tubs: TBD - Depends on answer from Crawford
 - Cash Box
 - Remote POS iPad with "cube" for processing debit/credit payments
 - Flat Screen Monitor for Marketing Video & Movie Trailers
 - Ropes/Stantions, Table Cloths, Signage, Marketing Material

2. Type of Service Provided: the Vendor agrees to provide the following services:
- CHAR SIU PORK DUMPLINGS: Crispy house-made Cantonese pulled pork, wonton wrappers, citrus ponzu barbeque sauce \$TBD
 - BURNT-END MEATBALLS: Meatballs made from house-ground blend of smoked brisket & burnt ends, house-made brown-sugar barbeque glaze, tempura banana pickles \$TBD
 - MINI BURGERS: Two mini burgers of house-ground blend of Kansas chuck & short-rib, Roma tomatoes, Bibb lettuce, poppy seed brioche bun, tomato jam on the side \$TBD
 - BRUSCHETTA: Basque-style bruschetta, roasted grape tomatoes, green olives, pimentos, capers, requesón ricotta, smoked olive oil, oregano, croustades \$TBD
 - SWEET POTATO CHIPS \$TBD
 - CHEESE/FRUIT/VEGGIE/CRACKER PLATE \$TBD
 - WHITE CHOCOLATE CARMEL CORN \$TBD
 - Bottled Coca-Cola Products, STANDEES Branded Bottled Water (TBD - Depends on Crawford answer)
3. Hours of Operation: The Vendor shall provide services to the general public from 2:30 p.m. through 10:30 p.m. on September 7, 2013.
4. Access to Facilities:
- a. Vendor shall have access to Vendor's location for set-up and breakdown from Friday, September 6th from 5 p.m. to 10:30 Saturday, September 8th Vendor shall be responsible for security from Friday 8 p.m. to Saturday at 9 a.m.
 - b. Vendor shall furnish City a list of all equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as Exhibit A and part of the Agreement. Any amendments to Exhibit A must be approved by the City in writing, prior to execution of this Agreement and Vendor shall attach said list to this Agreement as Exhibit A. Exhibit A is hereby incorporated into this Agreement.
5. Compensation: In consideration for being the presenting sponsor, the Vendor shall receive 100% of gross food sales.
6. Service: The Vendor shall supply the workers for the sale of food and drinks.

7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the Jazz Festival and at the conclusion of business and conclusion of the Jazz Festival. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.

8. Indemnity:
 - a. The Vendor agrees to defend, indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the festival premises, including, but not limited to, those items left in and around Vendor's location during and after the hours of operation and at the conclusion of the Jazz Festival. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.
 - c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
 - d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combined single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. Copies of said policies shall be provided to City on or before September 1, 2013.

9. Notification: Notification and any other notices under this Agreement shall be made as follows:

City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464

10. Staff:
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the Jazz Festival.
 - b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
 - c. Vendor and its employees are independent contractors and are not employees, servants or agents of JazzFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. Entire Agreement: This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to JazzFest.
12. Effective Date: This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

VENDOR

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A - Set-up Requirements

See above.

VENDOR AGREEMENT

THIS VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 15 day of AUGUST, 2013, by and between the City of Prairie Village, Kansas (hereinafter "the City") and TALO REPUBLIC TRUCK (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled Prairie Village Jazz Festival, for the general public on Saturday, September 7, 2013; and

In consideration of the mutual promises and covenants contained herein, Vendor and City agree as follows:

Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print also clearly state your electrical power requirements:

Type of Service Provided: the Vendor agrees to provide the following services:

Hours of Operation: The Vendor shall provide services to the general public from 2:30 p.m. through 10:30 p.m. on September 7, 2013.

Access to Facilities:

Vendor shall have access to Vendor's location for set-up and breakdown from Friday, September 6th from 5 p.m. to 10:30 Saturday, September 7th Vendor shall be responsible for security from Friday 8 p.m. to Saturday at 9 a.m. Vendor shall furnish City a list of all equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as Exhibit A and part of the Agreement. Any amendments to Exhibit A must be approved by the City in writing, prior to execution of this Agreement and Vendor shall attach said list to this Agreement as Exhibit A. Exhibit A is hereby incorporated into this Agreement.

Compensation: In consideration for being the presenting sponsor, the Vendor shall receive 100% of gross food sales.

Service: The Vendor shall supply the workers for the sale of food and drinks.

Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the Jazz Festival and at the conclusion of business and conclusion of the Jazz Festival. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.

Indemnity:

The Vendor agrees to defend, indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

The Vendor is responsible for all items left on the festival premises, including, but not limited to, those items left in and around Vendor's location during and after the hours of operation and at the conclusion of the Jazz Festival. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.

Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.

Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combined single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. Copies of said policies shall be provided to City on or before September 1, 2013.

Notification: Notification and any other notices under this Agreement shall be made as follows:

City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464

Staff:

Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the Jazz Festival.

Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.

Vendor and its employees are independent contractors and are not employees, servants or agents of JazzFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.

Entire Agreement: This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to JazzFest.

Effective Date: This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE		VENDOR	
		TACO REPUBLIC TRUCK	
By:		By:	NICOLE CAPOLINO
Name:		Name:	FOOD TRUCK COORDINATOR
Title:		Title:	BREAD & BUTTER CONVE
Date:		Date:	8/15/2013

PF

1 additional vendor parking spot - company supply van

Exhibit A - Set-up Requirements

- No water hookups needed
- No fencing needed
- No assistance needed

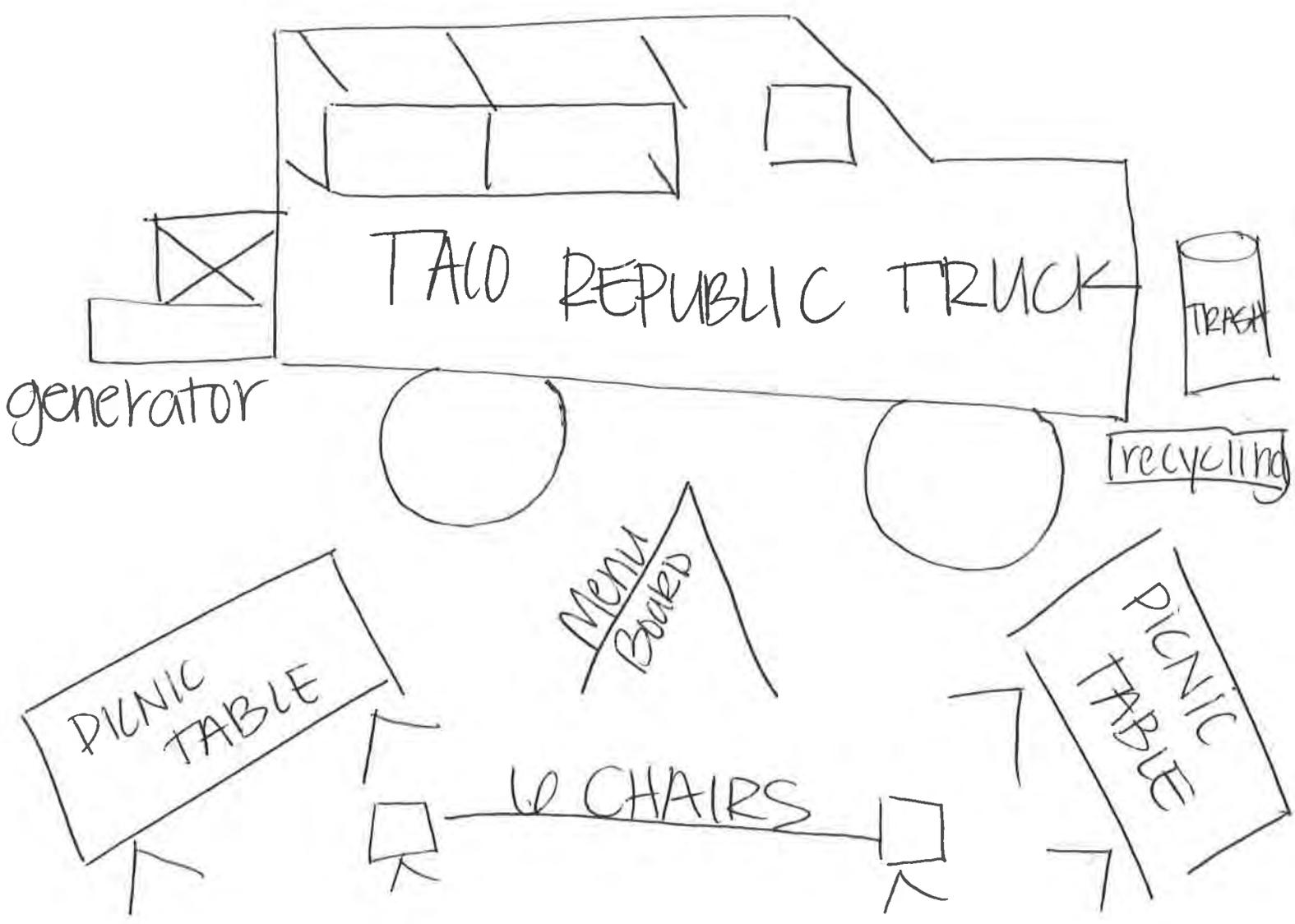
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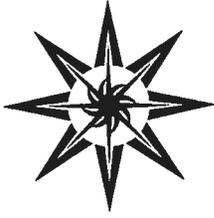
18L x 10H x 15W

Electrical:

120 volts x 2

120 volts x 2 - 3 prong twist





PRAIRIE VILLAGE JAZZ FEST COMMITTEE

Meeting Date: August 19, 2013

CONSENT AGENDA

Consider request for Alcoholic Beverage Waiver for Harmon Park for the Prairie Village Jazz Festival

RECOMMENDATION

Recommend the City Council approve a waiver to allow the serving of alcoholic beverages at Harmon Park on Saturday, September 7, 2013 in conjunction with the Prairie Village Jazz Festival.

BACKGROUND

The Prairie Village JazzFest Committee is sponsoring a Jazz Festival on Saturday, September 7, 2013 on the Municipal Campus and Harmon Park. Food and alcohol will be sold during the hours of the event. The area will be secured. Police will be on the grounds during the event. All persons drinking alcohol will be required to wear a wrist bracelet that they will receive after they have shown the necessary documentation showing they are of age to drink. Bread & Butter Concepts will be the secure the necessary alcohol permit from the state. Also listed on the consent agenda is an ordinance authorizing the festival as a Special Event and authorizing the sale of alcohol.

ATTACHMENTS

Waiver Application

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: August 14, 2013



**APPLICATION FOR ALCOHOLIC BEVERAGE
WAIVER FOR HARMON PARK
City of Prairie Village, Kansas**

1. Date/Time Application Filed AUGUST 15, 2013

2. Name/Date/Time of the Event PRAIRIE VILLAGE JAZZ FESTIVAL SEPT. 7, 2013 3-11 pm
 Ordinance 2010 provides for an exemption to allow the sale and consumption of alcoholic liquor and cereal malt beverage at Harmon Park in conjunction with an approved City function upon approval of the Governing Body.

3. Applicant's Name BREAD & BUTTER CONCEPTS
 Address 1201 W. 49TH STREET KANSAS CITY, MO 64112
 DaytimePhone 816-214-8607 Evening Phone _____

4. Name of Sponsoring Organization PRAIRIE VILLAGE JAZZ FEST COMMITTEE
 Address 9900 MISSION ROAD
 Phone 913-881-6468

Does the applicant have a License from the State of Kansas to serve alcoholic beverage? Yes No

If so, what is the License Number 10-019-1800-03

Registered to do business in the State of Kansas? Yes No

What measures will be taken to provide security to insure health & safety during the event? THE GROUNDS WILL BE SECURED. ALL PERSONS DRINKING ALCOHOL WILL HAVE IDENTIFICATION CHECKED & GIVEN A WRISTBAND TO BE WORN. POLICE DEPARTMENT STAFF WILL BE ON SITE THROUGHOUT THE EVENT

5. Event Coordinator* This individual must be on site throughout the entire event JACK STEINER

6. Service Location 7900 MISSION ROAD

7. Total Number of persons Estimated 8,000

8. **Liability Insurance Information - City ordinance requires that an applicant for an alcoholic beverage waiver have liability insurance in the minimum amount of \$500,000 bodily injury and \$100,000 property damage. In addition to the information provided below, the applicant must present to the City a verification of insurance from the carrier.** *SEE ATTACHEE*

Does your organization have liability insurance? Yes No

Carrier Name CARPENTER & COMPANY Policy Number _____

Amounts Insured / Bodily Injury _____ Property _____

Events Insured PRAIRIE VILLAGE JAZZ FESTIVAL

9. I hereby give my consent and agree to release, indemnify and hold harmless the City of Prairie Village, Kansas and its' officials and representatives from any claims arising out of injury to individuals or loss of property during the above stated event. _____


Signature of applicant

EVENT COORDINATOR
Title/Date

Application for this Alcoholic Beverage Waiver is:

Approved Disapproved

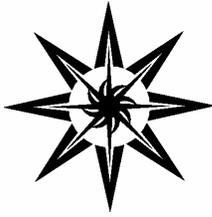
Mayor – Ronald L. Shaffer

City Clerk - Joyce Hagen Mundy

Date

Date

Additional information or requirements set forth by Governing Body as a provision for approval of this permit.



ADMINISTRATION DEPARTMENT

Council Meeting Date: August 19, 2013

CONSENT AGENDA: Consider Ordinance 2290 approving the Prairie Village Jazz Fest as a special event and authorizing the Sale, Consumption and Possession of Alcoholic Liquor and Cereal Malt Beverages within the Boundaries of Barricaded Public Areas of the Event

MOTION

Adopt Ordinance 2290 approving the Prairie Village Jazz Fest as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas of the event

RECOMMENDATION

Staff recommends that the City Council approve Ordinance 2290 approving the Prairie Village Jazz Fest as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas of the event

BACKGROUND

Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibition concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

City Staff has requested that the City approve an ordinance identifying the Prairie Village Jazz Fest on Saturday, September 7, 2013 as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas at the event.

ATTACHMENTS

1. Ordinance 2291

PREPARED BY

Jeanne Koontz
Deputy City Clerk
August 14, 2013

ORDINANCE NO. 2290

AN ORDINANCE APPROVING THE PRAIRIE VILLAGE JAZZ FEST AS A SPECIAL EVENT AND AUTHORIZING THE SALE, CONSUMPTION AND POSSESSION OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGES WITHIN THE BOUNDARIES OF BARRICADED PUBLIC AREAS AT SUCH EVENT

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

Section 1. Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibitions concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

Section 2. In accordance with such authority, the City approves the Prairie Village Jazz Fest as a special event to be held at Harmon Park on September 7, 2013.

Section 3. Authorization is given to barricade the area outlined on the attached Exhibit A during such event. A smaller area may be selected based on the size of the event, but the event boundary may not be expanded

Section 4. Vendors holding the appropriate license from the State of Kansas to sell alcoholic liquor and cereal malt beverages may, in accordance with all applicable state laws and municipal ordinances, sell alcoholic liquor and cereal malt beverages in the area designated by the Division of Alcoholic Beverage Control within the barricaded area during the event.

Section 5. Event attendees may buy, possess and consume alcoholic liquor and cereal malt beverages within barricaded area on September 7, 2013

Section 6. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official newspaper of the City of Prairie Village, Kansas as provided by law.

PASSED AND ADOPTED BY THE GOVERNING BODY THIS 19th DAY OF AUGUST, 2013.

CITY OF PRAIRIE VILLAGE, KANSAS

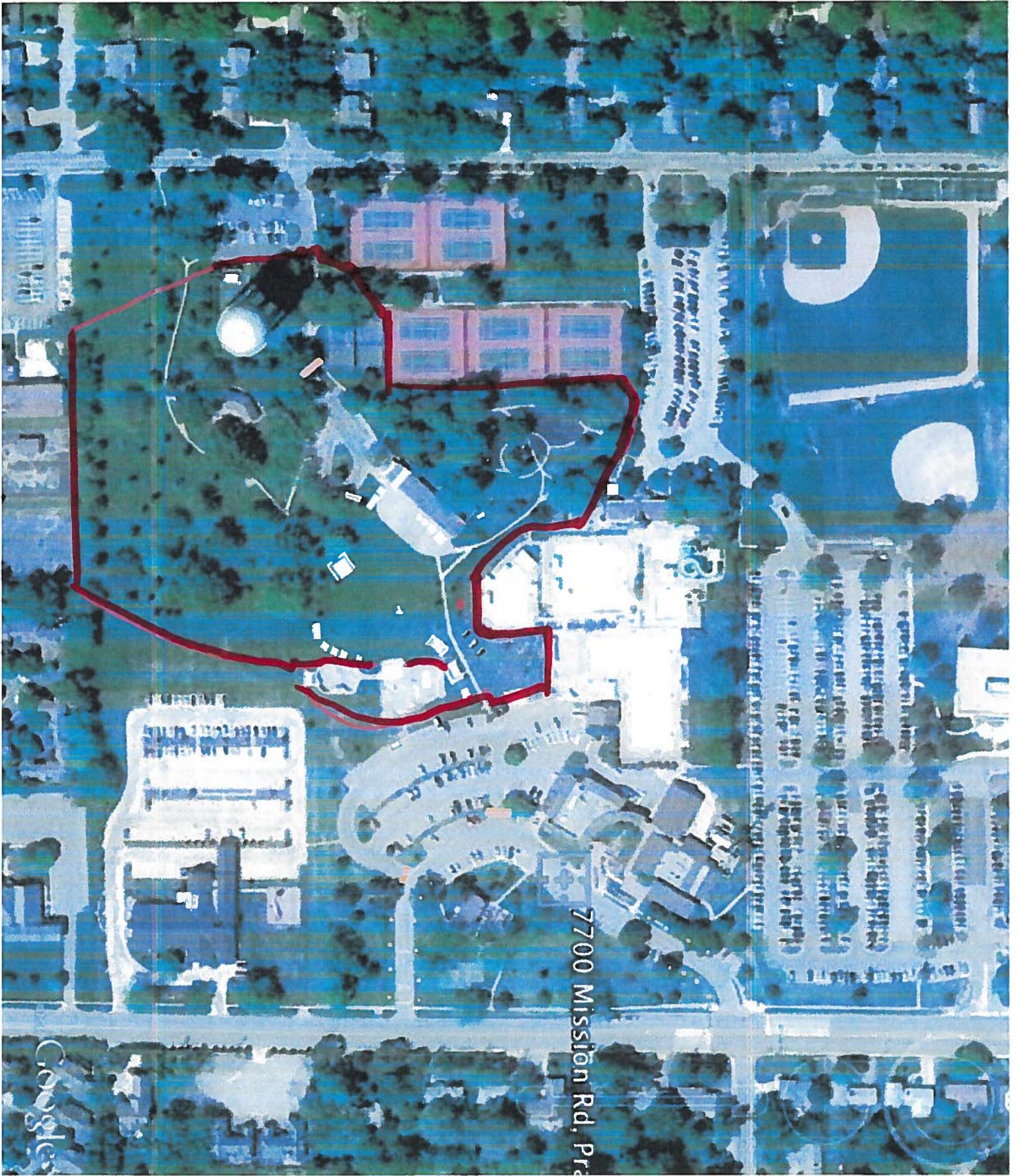
By: _____
Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

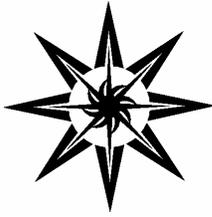
Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney



7700 Mission Rd, Pr...

Google



JAZZ FESTIVAL COMMITTEE

Council Meeting Date: AUGUST 19, 2013
CONSENT AGENDA

Consider Agreement with S.E.C.T. Theatre Supplies, Inc. for stage, sound, lighting and roof for Jazz Festival

RECOMMENDATION

Recommend the City Council approve a production services agreement with S.E.C.T. Theatre Supplies, Inc. to provide, set-up and take down stage, sound, lighting and roof necessary for the Prairie Village Jazz Festival.

BACKGROUND

S.E.C.T. Theatre Supplies, Inc. has provided the stage for the jazz festival for the past three years. The attached proposal provides for a 24' x 20' stage with set-up, take-down and the related lighting and sound equipment. The committee has received the attached contract to provide those services for this year's festival. The cost of the contract is \$4870.00 with a 50% deposit required upon the execution of the agreement with the balance due the day of the event. The contractor will provide an insurance certificate naming the city as an additional insured.

FINANCIAL IMPACT

Execution of this contract will commit an amount not to exceed \$4870.00 with immediate payment of \$2,435.00. The JazzFest account in the Municipal Foundation has a balance of \$20,415.90.

ATTACHMENTS

Contract

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: June 14, 2013

S.E.C.T. Theatre Supplies, Inc.

1214 W 8TH ST

Kansas City, Missouri 64101

(816) 471-1239 FAX (816) 471-7328

(800) 279-5726

PRODUCTION SERVICE PROPOSAL

Purchaser: DANIEL ANDERSEN

Contact: SAME

Phone: 310-994-3545 Email: daniel@danielandersen.com

Venue: HARMON PARK

Event: PRAIRIE VILLAGE JAZZ FESTIVAL

Date: SAT. SEPT. 7TH

Service: SOUND, LIGHTING, ROOF, & STAGING

Show Times: 3 P.M. TO 9 P.M. (LOAD IN STAGE AND TOP THURSDAY @ 10A.M. SOUND AND LIGHTS ON FRIDAY. THEN LOAD OUT SUNDAY @ NOON)

S.E.C.T. agrees to provide

SOUND

8 EV XLC127 LINE ARRAY CABINETS (FLOWN)

2 FLY BUMPERS

8 EAW 400 SUB CABINETS

8 EV P3000 POWER AMPS

2 DBX PROCESSORS

HOUSE RACK W/STEREO E.Q., 4 EFX UNITS, 16 CHANNELS OF COMPS. & GATES, CD PLAYER, & CLEAR COM

40 CH. ALLEN & HEATH HOUSE CONSOLE

32 X 8X 150' SNAKE W/ SPLITTER

32 CH ALLEN & HEATH MONITOR CONSOLE

6 MIX AMP RACK

7 MONITOR WEDGES

ALL NECESSARY MICS (AS PER ARTISTS REQUIREMENTS), STANDS, AND CABLE FOR A COMPLETE AND RUNNING SYSTEM

POWER DISTRO W/100' FEEDER

2 SOUND ENGINEERS FOR THE RUN

2 POWERED SPEAKERS ON TREES FOR UP TOP DELAYS

WIRELESS EAR RIG FOR DELAYS

LIGHTING

24K HUNG FROM ROOF

DIMMER RACK

CONTROLLER

HMI FOLLOW SPOT
6' SPOT TOWER
FEEDER
1 LIGHTING OPERATOR
24' X 20' ROOF (FLOWN WITH TOWERS AND MOTORS)
10 8' DOUBLE HUNG TRUSS
4 4' DOUBLE HUNG TRUSS
8 10' 12"X12" TRUSS
4 CORNER BLOCKS
4 HEAD BLOCKS
4 1 TON MOTORS
24' PEAK
24'X20' SKIN
24'X20'X2'6" STAGE
STAIR UNIT
24' BLACK SCRIM
8 HANDS FOR SETUP AND TEARDOWN
EQUIPMENT RAMP
WATER BARRIERS

PURCHASER TO PROVIDE:

200 AMP THREE PHASE POWER FOR SOUND AND LIGHTING
MUST BE ABLE TO STAKE OFF OF ALL 4 CORNERS INTO THE GROUND

TOTAL COST: \$4870.00

TERMS: 50% deposit with balance due day of show.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

NOTE: This proposal may be withdrawn if not accepted in 20 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature

SECT Agent: Shawn Poores

Date: _____

Date: _____



POLICE DEPARTMENT

Council Meeting Date: August 19, 2013

Consent Agenda: **Accepting Modified User Agreement with City of Overland Park**

RECOMMENDATION

Staff recommends the City Council approve an addendum to the existing User Agreement between our City and the City of Overland Park regarding Intergraph maintenance and upgrade costs. The main focus of this user agreement is to cover a planned upgrade between the Intergraph system and REJIS (regional criminal history computer system).

COUNCIL ACTION REQUESTED ON: August 19, 2013

BACKGROUND

In August 2009, the City of Prairie Village entered into a user agreement with the City of Overland Park for use of the Intergraph suite of public safety computer applications (records management, computer aided dispatch, and in-car mobile). Overland Park is the "host agency" maintaining all the servers and upgrades for the system; all other agencies are "spokes" from their "hub," connecting back to their servers via microwave systems, etc. Each agency pays a yearly fee to the City of Overland Park for their work in maintaining the system.

As a part of a series of upgrades to the system, Overland Park will be working with Intergraph and REJIS to implement an interface between those two systems. This will enable better information sharing for officers in the field, as well as better and cleaner access to criminal history for dispatchers and officers. The proposed fee for January 1 to December 31, 2014, is \$16,125.55, which has been budgeted for by staff. The City Attorney has reviewed and approved the agreement.

FUNDING SOURCE: Departmental Budget -- 01-03-22-6010-063

ATTACHMENT

User Agreement prepared by the City of Overland Park.

PREPARED BY

Kyle Shipps
Technical Operations Officer

**ADDENDUM TO USER AGREEMENT
BETWEEN
THE CITY OF OVERLAND PARK
AND
THE CITY OF PRAIRIE VILLAGE, KANSAS**

This ADDENDUM is made and entered into on this ____ day of August 2013 by and between the City of Overland Park, Kansas, hereinafter referred to as "SYSTEM PROVIDER," and The City of Prairie Village, Kansas, hereinafter referred to as "USER AGENCY."

WHEREAS, SYSTEM PROVIDER and USER AGENCY previously entered into a User Agreement (AGREEMENT) dated August 1, 2009 regarding access and use of SYSTEM PROVIDER'S Intergraph Computer Aided Dispatch (CAD), Records Management (RMS), and Mobile Data Computer (MDC) systems; and

WHEREAS, the Parties desire to modify said AGREEMENT;

THEREFORE, the Parties agree that ARTICLE 6. CONSIDERATION in said AGREEMENT shall be amended to read as follows:

ARTICLE 6. CONSIDERATION

Consideration for this AGREEMENT will consist of three elements calculated and invoiced as follows:

- (a) Maintenance agreement costs will be spread among USER AGENCIES and will be determined annually by SYSTEM PROVIDER. Costs will be calculated based on the number of access licenses declared each year by USER AGENCIES, and such declaration will remain in effect for that year. USER AGENCIES must declare to SYSTEM PROVIDER their necessary access licenses by May 1 of each year.
- (b) Hardware, storage and support personnel costs will be spread among USER AGENCIES and will be calculated and billed annually by SYSTEM PROVIDER. Costs based on the number of access licenses declared each year by USER AGENCIES as set forth in subparagraph (a), above.

An Invoice for final or estimated maintenance costs will be distributed to each USER AGENCY by June 1 of each year so that USER AGENCY can budget for the expenditure. In the event SYSTEM PROVIDER incurs additional or reduced costs due to contract negotiations, a corrected invoice will be sent no later than November 1. Invoices for maintenance costs must be paid by the USER AGENCY no later than January 31 of the following year.

- (c) SYSTEM PROVIDER may, in its sole discretion, determine whether software or

hardware upgrades are necessary or desirable for continued, efficient operation of the system. Upgrade costs will be spread among USER AGENCIES and will be determined every three years or as SYSTEM PROVIDER deems necessary. Upgrade costs will be determined by the number of access licenses declared during the previous year by USER AGENCIES.

An invoice for upgrade costs will be distributed to each USER AGENCY once upgrade costs are determined. Invoices for upgrade costs must be paid no later than January 31 of the following year.

For purposes of this AGREEMENT an access license is defined as a live connection to either the I-Cad database, I-Leads database and/or I-Netviewer. The access license is granted by the SYSTEM PROVIDER in return for compensation, and may be terminated under the terms of this AGREEMENT.

All other provisions of the AGREEMENT shall remain in effect.

IN WITNESS WHEREOF, the parties hereto caused this AGREEMENT to be executed by the proper officers and officials.

APPROVED AS TO FORM:

The City of Prairie Village, Kansas

CITY ATTORNEY

By

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY OF OVERLAND PARK, KANSAS

John J. Knoll
SENIOR ASSISTANT CITY ATTORNEY

By

CARL GERLACH
MAYOR

ATTEST:

MARIAN COOK
CITY CLERK



ADMINISTRATION

Council Meeting Date: August 19, 2013

Consent Agenda: Consider Proclamation recognizing proclaiming September 17-23, 2013 as Constitution Week

RECOMMENDATION

Recommend the City Council authorize the Mayor to execute the Constitution Week proclamation.

BACKGROUND

September 17, 2013 marks the 226th anniversary of the drafting of the Constitution of the United States. Each year, September 17-23 is recognized as Constitution Week.

RELATION TO VILLAGE VISION

CFS2.a Preserve and protect natural areas

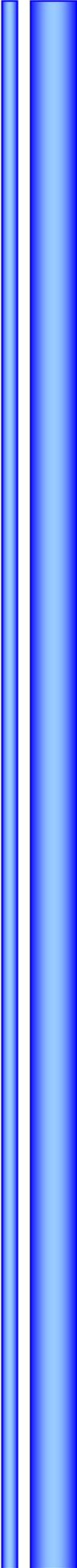
HO1a Allow for a greater variety of housing types throughout Prairie Village

ATTACHMENTS

Constitution Week Proclamation

PREPARED BY

Jeanne Koontz, Deputy City Clerk
August 14, 2013



CITY OF PRAIRIE VILLAGE

Constitution Week September 17 – 23, 2013

Whereas, September 17, 2013 marks the two hundred and twenty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week;

NOW THEREFORE, I, Ronald L. Shaffer, by virtue of the authority vested in me as Mayor of the City of Prairie Village in the State of Kansas do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

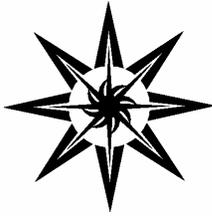
And ask our citizens to reaffirm the ideals the framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Prairie Village, Kansas, to be affixed at my office in the City of Prairie Village, Kansas, the 19th day of August, 2013.

Mayor Ronald L. Shaffer

City Clerk

Date



ADMINISTRATION DEPARTMENT

Council Meeting Date: August 19, 2013

CONSENT AGENDA: Consider Resolution 2013-02 proclaiming the week of September 30 - October 4, 2012 as Prairie Village Peanut Butter Week

RECOMMENDATION

Staff recommends the City Council adopt Resolution 2013-02 proclaiming the week of September 30 - October 4, 2013 as Prairie Village Peanut Butter Week.

BACKGROUND

Since 1985, the City of Prairie Village has annually held a Peanut Butter Drive for the Harvesters Community Food Network. Our community participates in the drive through our churches and schools. The 2013 dates will be September 30 - October 4, 2013. This will be the 29th Annual Peanut Butter Week.

ATTACHMENTS

1. Resolution 2013-02

PREPARED BY

Jeanne Koontz, Deputy City Clerk
August 14, 2013

Resolution 2013-02

WHEREAS, the citizens of Prairie Village take great civic pride in their community and the good deeds performed therein; and

WHEREAS, the citizens of Prairie Village strive to maintain the high quality of life now enjoyed by most citizens and also recognize there are less fortunate in the Greater Kansas City area; and

WHEREAS, Prairie Village has a unique opportunity to lend its support to Harvesters in their efforts to lessen some of the hunger of the people in the Greater Kansas City area (including Johnson and Wyandotte Counties) by supporting them in their goal of distributing the high protein food, peanut butter, to social and charitable agencies, serving over 22,000 households; and

NOW, THEREFORE, BE IT RESOLVED, that I, Ronald L. Shaffer, Mayor of the City of Prairie Village, do hereby designate September 30 - October 4, 2013 as

PEANUT BUTTER WEEK

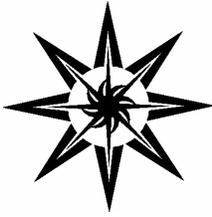
in the City of Prairie Village, Kansas, and call upon all citizens to support this worthwhile cause by donating jars of peanut butter or by providing a cash donation for the purchase of peanut butter.

Adopted this 19th day of August, 2013.

Ronald L. Shaffer, Mayor

ATTEST:

Joyce Hagen Mundy
City Clerk



ADMINISTRATION DEPARTMENT

Council Meeting Date: August 19, 2013

Consider Change in time and place for City Council Meeting

RECOMMENDATION

Staff recommends the City Council approve Resolution 2013-03 changing the time and place for the September 3, 2013 City Council Meeting.

BACKGROUND

The Prairie Village Municipal Code Section 1-203 requires the Governing Body to meet the first and third Monday of each month at 7:30 p.m. at City Hall located in Prairie Village, Kansas. Due to the community interest in the requested Special Use Permit for the Mission Valley School site, staff is anticipating a greater attendance than can be accommodated by the City Council Chambers. It is also expected that there will be significant discussion on this item.

Therefore, staff is recommending the September 3, 2013 meeting be moved to the Fellowship Hall at the Village Presbyterian Church at 6641 Mission Road and the meeting time for the City Council meeting be moved from 7:30 p.m. to 6:30 p.m. The facility at Village Presbyterian has been reserved.

ATTACHMENT

Resolution 2013-03

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: August 15, 2013

**CITY OF PRAIRIE VILLAGE
RESOLUTION 2013-03**

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, DECLARING A CHANGE OF MEETING TIME AND PLACE FOR THE REGULARLY SCHEDULED SEPTEMBER 3, 2013, PRAIRIE VILLAGE CITY COUNCIL MEETING.

WHEREAS, the Mayor and Council members of the City of Prairie Village are required by the Prairie Village Municipal Code Section 1-203 to meet the first and third Monday of each month at 7:30 p.m. at City Hall located in Prairie Village, Kansas; and

WHEREAS, the agenda for the September 3, 2013, meeting of the City Council includes an item with high community interest;

NOW, THEREFORE, BE IT RESOLVED, that the City Council meeting of the City of Prairie Village, Kansas, scheduled for Tuesday, September 3, 2013 shall commence at 6:30 p.m. at the Village Presbyterian Church, 6641 Mission Road, Prairie Village, Kansas.

ADOPTED by the Governing Body this 19th day of August, 2013.

Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Catherine P. Logan City Attorney

ORDINANCE NO. 2291

AN ORDINANCE AMENDING CHAPTER XI OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "PUBLIC OFFENSES AND TRAFFIC" BY AMENDING ARTICLE 10 ENTITLED "PARADES" BY AMENDING SECTION 11-1005 ENTITLED "PERMIT ISSUANCE STANDARDS" AND ARTICLE 11 ENTITLED "STREET RACE CONTESTS" SECTION 11-1105 ENTITLED "PERMIT ISSUANCE STANDARDS".

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

Section I.

Article 10, Section 11-1005, entitled "Permit Issuance Standards" is hereby amended by amending Section 11-1005 (H) to read as follows:

11-1005 PERMIT ISSUANCE STANDARDS.

H. The following further regulations shall be met:

(1) Any applicant for a permit for a parade shall provide proof of liability insurance coverage in a form acceptable and approved by the Chief of Police, listing the City as an additional insured, for any liability of the applicant which may arise as a result of or out of the conduct of the parade. The insurance coverage shall provide, at a minimum, the following: General Liability – Bodily Injury and Property Damage \$1,000,000 per occurrence, \$2,000,000 aggregate Automobile - \$1,000,000 per occurrence BI/PD Combined Single Limit (if applicable) and Participant Accident Coverage (if applicable).

(2) The applicant shall agree to indemnify the City and defend and hold it harmless for any and all liabilities, including the cost of any legal proceeding it may incur as a result of, or of the conduct of, any parade.

Section II

Article 11, Section 11-1105 entitled "Permit Issuance Standards" is hereby amended by amending Section 11-1105(G) to read as follows:

11-1105 PERMIT ISSUANCE STANDARDS.

G. The following further regulations shall be met:

(1) Any applicant for a race permit for a street race contest shall provide proof of liability insurance coverage in a form acceptable and approved by the Chief of Police, listing the City as an additional insured, for any liability of the applicant which may arise as a result of or out of the conduct of the parade. The insurance coverage shall provide, at a minimum, the following: General Liability – Bodily Injury and Property Damage \$1,000,000 per occurrence, \$2,000,000 aggregate Automobile - \$1,000,000 per occurrence BI/PD Combined Single Limit (if applicable) and Participant Accident Coverage (if applicable).

(2) The applicant shall agree to indemnify the City and defend and hold it harmless for any and all liabilities, including the cost of any

MAYOR'S ANNOUNCEMENTS

August 19, 2013

Committee meetings scheduled for the next two weeks include:

Prairie Village Arts Council	08/21/2013	7:00 p.m.
Environmental/Recycle Committee	08/28/2013	7:00 p.m.
JazzFest Committee	08/28/2013	7:00 p.m.
Council Committee of the Whole	09/03/2013	6:00 p.m.
City Council	09/03/2013	6:30 p.m.

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The Prairie Village Arts Council is pleased to announce a mixed media exhibit by the Olathe Visual Artists in the R.G. Endres Gallery for the month of August.

City offices will be closed Monday, September 2, in observance of the Labor Day holiday. Deffenbaugh also observes this holiday so trash and recycling will be delayed one day.

The pool closes for the season on Monday, September 2, at 6:00 p.m.

The Prairie Village Jazz Festival is Saturday, September 7, from 3:00 - 11:00 p.m. in Harmon Park.

Flu shots will be offered for Council Members on September 25 from 7:30 - 9:00 a.m. at Public Works 'B' Building or from 3:00 - 4:30 p.m. in the Multi-Purpose Room. The fee for the shot is \$27. Please notify Nic Sanders at 913-385-4664 if you plan to receive a shot.

INFORMATIONAL ITEMS
August 19, 2013

1. Board of Zoning Appeals Minutes - December 4, 2012
2. Sister City Committee Minutes - June 6, 2013
3. Planning Commission Minutes - July 2, 2013
4. JazzFest Committee Minutes - July 16, 2013
5. Tree Board Minutes - August 7, 2013
6. Council Committee of the Whole Minutes - August 5, 2013
7. Mark Your Calendars

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
MINUTES
TUESDAY, DECEMBER 4, 2012**

ROLL CALL

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, December 4, 2012 in the Council Chambers. Chairman Randy Kronblad called the meeting to order at 6:30 p.m. with the following members present: Bob Lindeblad, Dirk Schafer, Nancy Vennard, Nancy Wallerstein and Ken Vaughn. Also present in their advisory capacity to the Board of Zoning Appeals were: Ron Williamson, Planning Consultant, Dennis Enslinger, Assistant City Administrator; Chris Engel Assistant to the City Administrator; Ted Odell, Council liaison; Jim Brown, Building Official and Joyce Hagen Mundy, Board Secretary.

APPROVAL OF MINUTES

Nancy Vennard moved the minutes of the November 6, 2012 meeting of the Board of Zoning Appeals be approved as written. The motion was seconded by Nancy Wallerstein and passed unanimously.

**BZA2012- 05 Request for a Variance from P.V.M.C. 19.08.025a
To allow for the corner of an addition to the existing house to
extend 10 inches into the required front yard setback**

Chairman Randy Kronblad reviewed the procedures for the public hearing. The Secretary confirmed that the Notice of Public Hearing was published in the Johnson County Legal Record on Tuesday, November 13, 2012 and all property owners within 200' were mailed notices of the hearing.

Randy Kronblad called upon the applicant to present the application.

Jerad Foster, 7348 Roe Circle, stated he is seeking a variance to allow him to add to the rear of the existing house. Due to the way the house is placed on the lot the proposed addition the southwest corner of the addition will encroach the side yard setback by approximately 10 inches. Mr. Foster noted the addition could be placed on the other side of the house, but doing so would destroy the character of the existing home, which has been featured in several magazines for its design.

Ron Williamson this is one of the many Drummond Homes in Prairie Village and the applicant wants the addition to match the style and module of the architecture of the existing home. There are several Drummond homes on this cul-de-sac and many of

them have been renovated. The applicant is proposing a 28' 4" wide by 18' 10" deep addition to the rear of the house. The required side yard setback in the R-1B District is 4' with a minimum of 12' between dwellings. The southwest corner of the proposed expansion will be 3.1' from the side property line which is an encroachment of approximately 10". Because the house sets on an angle on the property, the encroachment is only for a corner of the proposed addition which is about two square feet in area.

Mr. Williamson also noted that the southeast corner of the proposed addition will encroach into an existing utility easement. There are no utilities in the easement, but a utility line is located further south and is not in an easement. If this variance is approved, the applicant will also need to vacate the utility easement and dedicate a new easement when the existing line is located.

The original home was built in 1949 and placed at an angle on the far west side of the lot. Apparently the home was located to take the best advantage of passive solar energy. The existing dwelling is three bedrooms, one bath and about 956 sq. ft. The proposed addition will add two bedrooms, two baths, a den and a living room. The completed home will be approximately 2,100 sq. ft. or a little over double its existing area.

Five neighbors have submitted emails in support of the variance.

Chairman Randy Kronblad led the Board in the following review of the findings required for the variance:

A. Uniqueness

That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant.

In order for the property to meet the condition of uniqueness, it must have some peculiar physical surroundings, shape or topographical condition that would result in a practical difficulty as distinguished from a mere inconvenience to utilize the property without granting the variance.

The lot is on the outside curve of a large cul-de-sac and, therefore, is pie shaped. The existing home is small and was built on the far west side of the lot. Therefore, there is a large yard on the east side of the lot but it is not in the direction of a logical expansion of the dwelling. This house was built prior to incorporation of the City, however, did meet the zoning requirements that were ultimately adopted.

Dirk Schafer stated due to the shape of the lot and the placement of the dwelling sixty years ago, it appears that the lot meets the finding of uniqueness; therefore, he moved the Board find that the variance does arise from a condition unique to this property. The motion was seconded by Bob Lindeblad and passed by a vote of 6 to 0.

B. Adjacent Property

That the granting of the permit for the variance would not adversely affect the rights of adjacent property owners or residences.

The proposed addition is on the west side of the existing dwelling and therefore would not adversely affect the lot adjacent to the east. The southwest corner of the proposed addition would be 3.1' from the property line, but there would be approximately 32' between the proposed addition and the dwelling to the east. Therefore, the granting of the variance should not adversely affect the rights of adjacent property owners.

Ken Vaughn moved the Board find that the variance does not adversely affect the rights of adjacent property owners or residences. The motion was seconded by Nancy Wallerstein and passed by a vote of 6 to 0.

C. Hardship

That the strict application of the provisions of these regulations from which a variance is requested will constitute an unnecessary hardship upon the property owner represented in the application.

The applicant stated that the variance is needed to design the proposed addition in the module compatible with the existing dwelling. It appears from the drawing that the den could be reduced in depth approximately two feet to the last column; however, in discussions with the applicant, this would require the master bedroom to be reduced four feet in length. The applicant reduced the length of the proposed den approximately two feet, but any further reduction will create a structural problem for the cantilever of the master bedroom which would result in reducing it by four feet.

Ken Vaughn stated the inability to make improvements to the home while maintaining its character would constitute an unnecessary hardship and therefore, moved the Board find that the denial of the variance would constitute an unnecessary hardship upon the property owner. The motion was seconded by Dirk Schafer and passed by a vote of 6 to 0.

D. Public Interest

That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare

The proposed variance is a reduction in the side yard of a few inches for only a corner of the proposed addition. The variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare.

Bob Lindeblad moved the Board find that the variance will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare. The motion was seconded by Nancy Wallerstein and passed by a vote of 6 to 0.

E. Spirit and Intent of the Regulation

That the granting of the variance desired would not be opposed to the general spirit and intent of these regulations.

The purpose of the side yard setback is to provide adequate open space between dwellings. After the expansion is completed, there will still be approximately 32 feet between the structures. This is in excess of the 12 foot requirement of the zoning

ordinance. The granting of the variance would not be opposed to the general spirit and intent of these regulations.

Dirk Schafer noted there will be ample open space between the two dwellings and therefore, moved that the Board find that the variance is not opposed to the general spirit and intent of these regulations. The motion was seconded by Bob Lindeblad and passed by a vote of 6 to 0.

Nancy Vennard moved that the Board having found all five of the conditions to have been met that BZA Application 2012-05 for the requested variance from PVMC 19.08.025A for a side yard variance of 10" be granted subject to the following conditions: 1) That the variance be approved for only the southwest corner of the addition as shown on the plan and 2) that the applicant vacate the utility easement and dedicate a new easement that includes the existing utilities that are not in an easement. The motion was seconded by Ken Vaughn and passed by a vote of 6 to 0.

OTHER BUSINESS

The Board Secretary noted at this time the City has not received any applications to be considered, but noted the filing deadline is the end of the week.

ADJOURNMENT

Chairman Randy Kronblad adjourned the meeting of the Board of Zoning Appeals at 6:45 p.m.

Randy Kronblad
Chairman

PRAIRIE VILLAGE
SISTER CITY COMMITTEE MINUTES
June 6, 2013

Members in attendance: Cindy Dwigans, Bob Glywa, Vera Glywa, Jim Hohensee, Peter Jarosewycz, Bob McGowan, Carole Mosher, Ron Shaffer, Craig Stramel.

May meeting minutes: Jim Hohensee made a motion to approve May's minutes and Bob Glywa seconded. The minutes were approved.

Photo exchange and art show: Danielle Dulin says that there is nothing scheduled for December. When can we do another photo show? There is interest in exchange of photos of Dolyna and Prairie Village, and/or photographers. A Prairie Village photographer would go to Dolyna, and a Dolyna photographer would come to Prairie Village. Danielle will talk to Dennis, who is the liaison to the Arts Council.

Village Fest: Carole Moser and Jim Hohensee will check for ribbon. We have enough balloons. Bob and Vera Glywa will buy three large tanks of helium. Carole will bring the remaining sunflower seeds and flyers. Jim will print more flyers. He will bring the big screen to run the picture show. A motion was made by Jim Hohensee and seconded by Ron Shaffer to approve \$85 for photo printing.

Next presentation about Ukraine: Jim Hohensee will draw up a flyer to hand out at Village Fest. Craig Stramel's presentation is scheduled for September 9.

Bricks: Danielle says the Municipal Foundation meets once a year in February. There are 368 bricks in the area. They are purchased once per year in April. The engraved bricks are put in around July 4. Each brick costs \$21.50 with engraving. The cost charged to the purchaser is \$35 which includes two lines of text. The committee discussed buying bricks at cost to memorialize Hildegard Knopp, Father Taras Kernytskyy, and Dick Bills. Also discussed was a fundraiser at \$35 per engraved brick, who oversees the bricks, and a separate Sister City area. Danielle will check on the current criteria and policies, and the Committee will think about proposed criteria.

Sunflowers: Discussion of area and plants: The area is 280 sq. ft. There are three tiers of 20' x 5' each. "False sunflowers" perennials. 3'-5', ~30 plants, ~\$27 per plant plus mulch. Heliopsis 35"-47" "Summer Nights," 4'-5' "Prairie Sunset," 35" "Midwest Dreams." Two boxwoods on third tier. Two roses on first tier. Three flowering bushes on third tier. Purple spikes and flowers. Blue salvia? – purple. Some evergreen for fall-winter season. Carole will review and make a recommendation to the Committee. Danielle will ask Public Works to check the retaining wall. Cost estimate is approximately \$1000 total. A motion was made by Jim Hohensee and seconded by Bob Glywa for the Committee to spend up to \$1000, and for Carole to select the plants. (Carole will be out of town July 6-12.) The Committee agreed on a tentative date for planting – Saturday, August 24, which is Ukrainian Independence Day.

Student Committee member: According to the bylaws, the student member must be a high school student. Currently the Committee is full at nine members. (Ron Shaffer is the liaison and Ivan Novikov is the student member.) A motion was made by Jim Hohensee and seconded by Bob Glywa to expand the Committee to ten members. Jim will draft a paragraph to the City Council.

Sister Cities International meeting: San Antonio, July 12-13. Craig Stramel is attending, leaving July 11.

June 2 picnic for Larysa Galushyna: A motion was made by Ron Shaffer and seconded by Jim Hohensee that the previously approved reimbursable expenses for the picnic will include paper goods.

New brochure: Bob Glywa sent color correction on back lower right photo, and an alternate photo. Jim will update. Ron Shaffer will send a photo of the museum, without scaffolding. Bob has a different photo of Oksana. We will print 200 copies of the new brochure.

Next meeting: August 12.

Adjournment: A motion to adjourn was made by Bob Glywa and seconded by Jim Hohensee. The meeting was adjourned at 8:15 p.m.

MEMBERS

1	Cindy	Dwigans
2	Bob	Glywa
3	Vera	Glywa
4	Jim	Hohensee
5	Peter	Jarosewycz
6	Bob	McGowan
7	Carole	Mosher
8	Aaron	Noll
9	Craig	Stramel
student	Ivan	Novikov
liaison	Ron	Shaffer

PLANNING COMMISSION MINUTES July 2, 2013

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, July 2, 2013, in the fellowship hall of The Village Presbyterian Church at 6641 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Bob Lindeblad, Randy Kronblad, Dirk Schafer, Nancy Wallerstein, Gregory Wolf and Nancy Vennard.

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

APPROVAL OF MINUTES

The following corrections were made to the minutes of June 4, 2013: page 1 - "Next" should be "Nest"; page 7 second paragraph clarified, last paragraph "Jori Nelson did **not** speak on behalf of her homes association; page 12 "Carson Coward" should be "Carson Cowherd"; page 16 5th paragraph last sentence should read "Mrs. Vennard responded what the City does not **have** is a senior housing element such as villas."; page 18 3rd paragraph last two sentences should read: "Nancy Vennard asked about a larger screen to align with the wall shown in the rendering. Mr. Enslinger felt a larger screen would appear awkward and not be structurally possible.

Randy Kronblad moved approval of the Minutes of June 4, 2013 as corrected. The motion was seconded by Nancy Vennard and passed unanimously.

Chairman Ken Vaughn noted the public hearing and site plan approval for 8500 Mission Road listed on the agenda have been continued to the August 6th meeting of the Planning Commission. He noted that following the conclusion of this meeting, the Planning Commission will meet in work session with the applicant for the project at 8500 Mission Road. The public is welcome to stay for the presentation, but no public comments will be taken.

Dennis Enslinger announced that there will be a neighborhood meeting presenting the plans that the Commission will view on the Mission Chateau project on Thursday, July 11th at 7 p.m. at Shawnee Mission East High School.

OTHER BUSINESS

Mr. Enslinger noted the August Planning Commission agenda will also include a BZA request, the renewal of a special use permit for the T-Mobile antennas located on top of the Capital Federal building at 1900 West 75th Street and a possible site plan approval.

ADJOURNMENT

Gregory Wolf moved the Planning Commission meeting be adjourned. The motion was seconded by Randy Kronblad and passed unanimously. The meeting was adjourned at 7:10 p.m.

Ken Vaughn
Chairman

JAZZ FEST COMMITTEE
July 17, 2013
7:00 p.m.

Present: Jack Shearer, Chris Huff, Dan Andersen (electronically), Larry Kopitnik, JD Kinney, Kate Fields, Diane Mares, Brian Peters, Quincy Kreps, Brooke Morehead and Joyce Hagen Mundy.

Minutes

The minutes of the June 6, 2013 meeting were approved as submitted.

Fundraising

Jack Shearer reported the committee has raised more than \$40,000, which is significantly better than past year's but noted our expenses for this year's event will be significantly bigger as well. Joyce distributed a financial report showing a current balance of \$17,819.55. None of the \$10,000 loan from the City has been used and is not included in the balance. However, we have committed expenditures of more than \$18,000. There has been \$7,250 committed but not received.

Diane Mares reported that Macy's will be a sponsor again, but not at the requested \$5,000 level. She anticipates \$2,000 to \$3,000.

Brooke Morehead asked about the status of Brenda Pelofsky's contract. Jack responded that Brenda will continue to work up to the date of the event. Her contract has been paid in full. She has commitments that we have not received funds yet and thus are not listed on the sponsors and has several things in the works, including an advertising agreement with the KC Star, discussions with Standees, etc. Mrs. Morehead expressed disappointment at the level of funds raised to this point. Mr. Shearer stated he too was disappointed, but noted it has not been for the lack of effort and he is confident more funds will come in.

Vendors

Jack reported that Alan Gaylin has agreed to sponsor at the \$2,000 level, let the committee use his liquor license and be a vendor. Jack is hoping that he will have his taco truck at the event. SPIN Pizza is a vendor. We have a commitment from Jack Russell BBQ. Other possible vendors are Claridge Court, Blue Moose, Broadmore Bristo. The caterer for the VIP and corporate tents has not been finalized.

Talent

The talent is finalized with the final contract signed by Mayor Shaffer last night. Larry noted he has sent out press releases and noted other contacts he has made for publicity. The Pitch has asked him to put together a promotional package for the event. It was noted the line-up has already been posted on the PV Post. Jack announced that ads have been sent to 435 and to JAM Magazine. There is also promotion on-line through his and other blogs.

Jack reported that he has asked a friend of Brian Busby's to contact him regarding serving as MC for the event. Other possibilities were also discussed.

Web Site/Facebook/Twitter

Jack introduced Quincy Kreps who has volunteered to assist with the social media . She discussed some of the possible options available. Jack asked her to get costs. Quincy will work with Chris to maximize our social media contacts.

Volunteers

Kate Fields provided an update on volunteers. They are aiming for 150 volunteers. Quincy suggested another source for volunteers. Joyce indicated that she mailed information to all homes associations asking them to promote the event, seeking possible volunteers and homes for yard signs.

T-Shirts

Joyce stated these should be ordered in the next few weeks. With the large crowd anticipated, it was felt that volunteers will need T-shirts in addition to credentials in order to be very visible. She and Kate had discussed earlier ordering a volunteer t-shirt in large quantities that could be used for multiple years.

Brian & JD both indicated that they had contacts with possible suppliers and will get quotes. Joyce will provide them information on past suppliers, quotes and numbers ordered. A final decision will be made at the August meetings.

Sponsor Appreciation Event

UMB is hosting a "Sponsor Appreciation Event" on Thursday, August 8th from 5 to 7 p.m. Diane will work with Jack & Mary Rimann on drinks. Brooke is handling the caterer. Joyce has already sent out invitations and UMB will also send out to individuals. Larry will work on getting talent to perform that evening.

Event

Banners and yard signs need to be ordered soon. Two quotes have been received and a third quote is forthcoming. Joyce will contact Deffenbaugh regarding the donation of portable toilets and waste receptacles.

Adjournment

The meeting was adjourned at 8:40 p.m. The next meetings will be August 7th and August 28th.

TREE BOARD

City of Prairie Village, Kansas

MINUTES (DRAFT)

Wednesday August 7, 2013
Public Works Conference Room
3535 Somerset Drive

Board Members: Jack Lewis, , Deborah Nixon, Luci Mitchell, Rick Howell

Other Attendees: Dale Warman, Suzanne Lownes

Jack Lewis called the meeting to order at 6:00 p.m. with a quorum present.

- 1) **Review and Approve Minutes of June 5, 2013-** Motion by Luci Mitchell, second by Deborah Nixon **Approved unanimously.**

2) Sub-Committee Report

- 2.1) **EAB** - Suzanne Lownes reviewed the completed rating criteria information sheet. Deborah Nixon had one change to the major defects description. Suzanne said that she would update the information and print out several for the group to handout if residents were interested. Suzanne Lownes then presented the rating sheet format for review and comment. No one had any changes at this time. Suzanne said she had run the inventory for work group 11 which was 63rd St to 67th St from Roe Ave. to Nall Ave. Dale Warman said that was the entire Countryside East Homes Association and that it would be good to contact them and let them know what was going on and why Tree Board members will be inspecting the trees. Dale Warman said he would send contact information to Suzanne Lownes to send out a notification. Jack Lewis stated that now they just needed to coordinate times to get together to do the inventory and ratings. Jack Lewis said he would send out an email on potential days and times to meet and that maybe he would coordinate a month at a time.
- 2.2) **Fall Seminar** - The event is planned for October 2nd at 7:00pm. Suzanne Lownes has scheduled the Council Chamber at City Hall and placed an informational item in the Prairie Village Voice. Rick Howell stated that he would contact Dennis Patton about speaking at the event.

4) Old Business

Deborah Nixon brought up the Corinth Homes Association planting project. Suzanne stated that Keith Bredehoeft was reviewing her list.

Dale Warman gave an update on the Lane 4/Prairie Village Shopping Center plan and a discussion about the easement on that plan.

5) New Business

Suzanne Lownes informed the group that Elizabeth Cavanaugh had resigned from the Tree Board.

6) Next Meeting

The next meeting will be September 4, 2013 at 6:00pm at the Public Works Facility.

The meeting adjourned at 6:45 p.m.

Minutes prepared by Suzanne Lownes.

COUNCIL COMMITTEE OF THE WHOLE
August 5, 2013

The Council Committee of the Whole met on Monday, August 5, 2013 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Dale Warman with the following members present: Mayor Ron Shaffer, Ashley Weaver, Ruth Hopkins, Steve Noll, Michael Kelly, Andrew Wang, Laura Wassmer, Brooke Morehead, David Morrison, Charles Clark and Ted Odell. Staff Members present: Wes Jordan, Chief of Police; Keith Bredehoeft, Interim Public Works Director; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Lisa Santa Maria, Finance Director; Danielle Dunn, Assistant to the City Administrator; Nic Sanders, Human Resources Specialist and Joyce Hagen Mundy, City Clerk.

COU2013-24 Consideration of a network services and cooperation agreement and related agreements with Google Fiber Kansas, LLC

City Attorney Katie Logan reviewed the process which began last May for negotiations with Google Fiber through their attorney resulting in the three agreements that are being considered. She noted a fourth agreement addressing Right-of-Way Operation was initially proposed but dropped at Google's request as that is addressed by the City's code.

She noted Google sent what it called the final agreement in early June just before she left on vacation, when she reviewed it upon her return on June 17, it did not meet her approval. She received an email from the Google attorney on June 20th stating that Google would not build in Prairie Village if the agreements were not finalized by June 30. Throughout July city staff and Ms. Logan continued communications and received the version before the Council on July 18th. On July 31, Mrs. Logan noticed a provision was included which Google had previously agreed to delete and asked for that correction to be made. The error was caused by Mrs. Logan, not Google. She received an email response from Google's in house attorney that Google would withdraw the draft agreements and remove Prairie Village from its expansion plans if Mrs. Logan did not confirm that the July 18 versions of the Agreements, without change, would be presented to the governing body.

Mrs. Logan noted the agreements were drafted by Google's legal team and few concessions were made by Google during the process. Key negotiating points included the following:

- Tree Trimming - The initial agreement required the City to perform mandatory tree trimming to maintain the structures on which Google equipment would be located. Google agreed to amended language that obligated the City to provide tree trimming at the City's discretion and within City maintenance requirements limiting the City's responsibility.
- Confidentiality Terms. - The confidentiality terms were clarified with the addition of language "to the extent permitted by law".

- Rent Terms - The City asked that rent, when Google was not providing free broadband and wifi services, be determined by the City - This was amended to be mutually agreed upon by both parties and if not that it be resolved by arbitration.
- Breach of Confidentiality or Liability - punitive damages qualifier was added "subject to the Kansas Tort Claims Act" and preserving immunities from punitive damages under Kansas law.
- Google will not pay for electricity used by its wifi equipment if attached to City owned structures. Mrs. Logan noted she had concerns with this as it establishing a precedent with other providers. She was able to add the language "subject to the city's annual appropriations budget."
- Most Favored Nations Clause - If the City enters into an agreement with another provider that is more beneficial - those benefits will be provided to Google as well.
- Make Ready Work - Google will be responsible for make ready work - the language follows in the agreement with the city of Lee's Summit.
- Contractor Provision List - The City is to provide a list of five contractors to do the make ready work. This was the clause that was deleted from earlier versions but then included in the July 18 version.

The attached summary of agreements was given to the Council in their agenda packets in addition to the full contracts. Mrs. Logan stated the decision before the Council is to enter into the agreements as prepared or not enter into an agreement.

David Morrison asked if other cities pay for electricity. Mrs. Logan responded Google requires a confidentially agreement with cities in negotiation and she cannot confirm for cities still pending.

Charles Clark questioned if there was no service what electricity would be used. Mrs. Logan responded that she understands that electricity is required from Google WiFi equipment attached to structures such as light poles. She confirmed that electricity is required only if Google places such equipment on City structures. Dale Warman questioned how they would determine the amount of electricity being used. There is not an answer at this point.

Brooke Morehead asked what Mrs. Logan's professional recommendation. She replied the agreement as it stands is not without some risk. There are provisions that she would have taken out if she could. It is not perfect from the City's perspective. She noted there was a point during negotiations where she stated she would not sign the agreement as approved as to form as City Attorney, but that she would approve the existing agreement as to form.

Ted Odell asked if there are any cities that have not signed an agreement. Mrs. Logan stated she is unaware of any, but there are several still in negotiations with Google. Among those in Johnson County who have already signed are Olathe, Shawnee, Mission, Westwood and Westwood Hills.

Dale Warman stated, from what he has heard, city residents want this service but they do not understand all the implications. Laura Wassmer stated the frustrating part is there is no customer feedback on the service Google will be providing.

Mrs. Logan stated the City's negotiated agreement appears to be more favorable than the City of Olathe or Shawnee's agreement.

Michael Kelly noted this partnership will place Prairie Village on the cutting edge and he is more than willing to take the risk. Ted Odell agreed noting the large number of years Prairie Village residents have had no other options for service.

Mrs. Logan stated that all three agreements would need to be approved. The Network Cooperation and Services Agreement (NSA) is the overriding agreement that governs the others, which are a structure agreement and a license agreement.

Laura Wassmer asked if Google would be requiring a percentage of residents to sign-up before offering service. She stated it is important that the residents know the signing of these agreements does not commit Google to providing service, the timeframe of their coming is unknown and may be several years. Mrs. Logan responded that she did not have any information about the business terms Google would require from residents.

Katie Logan stated the ten year term of service starts from the date the agreement is signed, not when service is begun. The City tried to get the term to start at start of service, but was unsuccessful. The sign up process is not known.

Katie Logan noted the termination of the (NSA) does not terminate the structure or license agreement. The City can ask them to vacate and abandon the structure.

Ted Odell made the following motion, which was seconded by Brooke Morehead:

**RECOMMEND THE CITY COUNCIL APPROVE THE NETWORK
COOPERATION AND SERVICES AGREEMENT (NSA) BETWEEN
THE CITY OF PRAIRIE VILLAGE AND GOOGLE FIBER KANSAS, LLC
AND THE RELATED STRUCTURE ATTACHMENT AND CONDUIT
OCCUPANCY AGREEMENT AND LICENSE AGREEMENT.
COUNCIL ACTION TAKEN
08/05/2013**

Ruth Hopkins feels there will be new technology providers in the next few years. Mrs. Logan stated any future video service providers might have to be offered at least some of the same provisions found in these Agreements.

Quinn Bennion stated that staff is concerned that Google will use the same approach during the construction of the network. Also, residents need to be aware of the inconveniences and possible aesthetics of network buildout and utility boxes.

Ted Odell stated the residents need to have the option of competing service providers.

Ruth Hopkins noted her children live in areas with Google Service and are very unhappy with the cost of the services. She feels Prairie Village residents may be as well.

Steve Noll stated the agreement does not commit the expenditure of a large amount of cash by the City. If Google does not deliver the expected level of service, that is not the city's responsibility. Residents need competition for Time Warner services.

The motion to approve the agreements with Google was voted on and passed unanimously.

COU2013-25 Request for Contingency Funds for Contract Services - Weed and Grass Abatement

Dennis Enslinger reported that prior to 2009, the Public Works Department mowed properties found to be in violation of the City Weeds and Grass ordinance. Each year the Codes Department budgets for contract mowing services. In FY2013 a total of \$3,500 was budgeted for these services. As of July 31, 2013, the City has mowed 13 properties at a total cost of \$5,246. Several of the properties abated were of significant cost due to taller grass and the removal of tree limbs prior to mowing.

Mr. Enslinger noted the City places a lien on the property to recover costs related to weed and grass abatement; however, recovery of these funds can take years, often only occurring as a result of a sale. Therefore, staff is requesting an additional \$5,000 in contingency funds to cover the current and future overages from the FY2013 budget amount of \$3,500. He noted the Council has previously allocated \$32,000 in contingency funds.

Steve Noll asked if the City was likely to recover these funds. Mr. Enslinger replied the funds should be recovered, but it may take a long time.

Laura Wassmer confirmed the requested \$5000 was in addition to the budgeted funds. Michael Kelly made the following motion, which was seconded by Ruth Hopkins and passed unanimously:

MOVE THE CITY COUNCIL AUTHORIZE THE USE OF \$5,000
FROM THE CONTINGENCY FUND FOR CONTRACT SERVICES -
WEED AND GRASS ABATEMENT.

COUNCIL ACTION TAKEN
08/05/2013

COU2013-26 CONSIDER BID AWARD FOR HIGHWAY ROCK SALT

Keith Bredehoeft stated bids were opened on April 29, 2013 by the City Clerk. This is an annual bid for highway rock salt used for snow/ice control. Four bids were received:

Company	Rock Salt	Enhanced Salt
Central Salt	\$52.40 per ton	\$69.09 per ton
Cargill	\$55.90 per ton	\$76.43 per ton
Independent Salt	\$49.75 per ton	No Bid
North America Salt	\$90.06 per ton	No Bid

The bid price for 2012 was \$49.75 per ton for Rock Salt and \$73.24 per ton for Enhanced Salt.

It is anticipated that Rock Salt and Enhanced Salt will be purchased under this bid with the Enhanced Salt being the primary product purchased. Central Salt has the lowest bid price for the Enhanced Salt and therefore staff is recommending they be our supplier for this year. The 2013 Budget includes \$96,000 for salt.

The 2012 Salt Bid included the Enhanced Salt for the first time. The City used about 200 tons this past winter and feel it is a good product and it is effective at the rates specified by the manufacturer. In 2013, the department plans to almost exclusively use the Enhanced Salt.

Steve Noll asked if there were any special provisions required for the storing of the Enhanced Salt. Mr. Bredehoeft stated there were not. Laura Wassmer confirmed the enhanced salt was better for the environment.

Brooke Morehead recused herself from voting on this item due to a conflict of interest.

Michael Kelly made the following motion, which was seconded by Steve Noll and passed by a majority vote with Brooke Morehead abstaining.

MOVE THE CITY COUNCIL APPROVE THE BID FROM CENTRAL SALT FOR HIGHWAY ROCK SALT AT A COST OF \$52.40 PER TON DELIVERED AND ENHANCED SALT AT A COST OF \$69.09 PER TON DELIVERED.

**COUNCIL ACTION TAKEN
08/05/2013**

STAFF REPORTS

Public Safety

- Chief Jordan distributed the executive summary from the “In Defense of Our Schools” task force. The department will be participating in the implementation and administration of the recommendations, noting the school district has the largest responsibility for implementation.
- The City is continuing to have problems with the security door lock system. Staff is working on determining the best route to address the problems with this technology which has become outdated - i.e. repair or replacement.

- Information has been sent to each school regarding traffic flow and parking in anticipation of school starting next week.
- Enrollment for the Police Citizens' Academy is down. They want to have at least 10 individuals to hold the academy which begins in September.
- The Department did participate in a prostitute sting operation with the City of Leawood. This is done on an annual basis as a proactive measure to deter such activities in the city.

Public Works

- Keith Bredehoeft reported they hope to have 63rd Street open prior to the beginning of school next week. There will continue to be some work during the day.
- WaterOne is currently doing work on Somerset, the City will do its work when they are finished.
- The new Public Works sign and entry area honoring former Public Works Director Bob Pryzby have been completed.
- The city parks now have recycle bins in addition to trash bins.

Administration

- Dennis Enslinger reported the Planning Commission will meet tomorrow evening to consider the Mission Valley project. A tentative meeting date has been set for next week, if they are unable to finalize action. The requested Special Use Permit application will come before the Council on Tuesday, September 3rd. All Council members need to be in attendance and it was confirmed that all plan to be there on September 3rd.
- The Art Reception for the current exhibit will be on Friday from 6:30 to 7:30 p.m.
- Danielle Dulin reported pool attendance as of the end of July at 45,903 with \$101,762 collected in gate receipts.
- The pool will go on reduced hours next week with the beginning of school opening at 4:30 p.m. on weekdays with regular weekend hours.
- MARC is applying for grant money for Phase II of the Community AGenda work With the First Suburbs Coalition and KC Communities for All Ages to develop strategies to implement the ideas from the tool kit created in Phase 1
- Lisa Santa Maria distributed the 2nd Quarter Financial Report. The City has received 52.5% of anticipated revenue and spent 34.5% of budgeted expenditures. Franchise fees continue to be a concern; however, interest income has increased due to the new investment plan.
- Quinn Bennion noted the Public Works Director search is on-going. The committee met on Friday to review applications. Interviews will be later this month or early September with the search process probably running through October.
- Dennis Enslinger has submitted his resignation. Staff will begin a search process for his replacement.

Adjournment

With no further business to come before the Committee, Council President Dale Warman adjourned the meeting at 7:15 p.m.

Dale Warman
Council President

**Council Members
Mark Your Calendars
August 19, 2013**

August 2013	Olathe Visual Arts exhibit in the R.G. Endres Gallery
August 19	City Council Meeting
September 2013	Jan Fellers exhibit in the R.G. Endres Gallery
September 2	City offices closed in observance of Labor Day
September 3	City Council Meeting
September 7	Jazz Festival
September 13	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
September 16	City Council Meeting
September 25	Shawnee Mission Education Foundation Fall Breakfast
October 2013	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
November 2013	Mid-America Pastel Society exhibit in the R.G. Endres Gallery
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 28	City offices closed in observance of Thanksgiving
November 29	City offices closed in observance of Thanksgiving
December 2013	Greater Kansas City Arts Association exhibit in the R. G. Endres Gallery
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
January 2014	
January 6	City Council Meeting
January 10	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
January 20	City offices closed in observance of Martin Luther King, Jr. Day
January 21	City Council Meeting
February 2014	
February 3	City Council Meeting
February 14	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
February 17	City offices closed in observance of President's Day
February 18	City Council Meeting
March 2014	
March 3	City Council Meeting
March 14	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
March 17	City Council Meeting

April 2014

April 7 City Council Meeting
April 11 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
April 21 City Council Meeting

May 2014

May 5 City Council Meeting
May 9 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
May 19 City Council Meeting
May 26 City offices closed in observance of Memorial Day

June 2014

June 2 City Council Meeting
June 13 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
June 16 City Council Meeting

July 2014

July 4 City offices closed in observance of Independence Day
July 4 VillageFest
July 7 City Council Meeting
July 11 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
July 21 City Council Meeting

August 2014

August 4 City Council Meeting
August 8 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
August 18 City Council Meeting

September 2014

September 1 City offices closed in observance of Labor Day
September 2 City Council Meeting
September 12 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
September 15 City Council Meeting

October 2014

October 6 City Council Meeting
October 10 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
October 20 City Council Meeting

November 2014

November 3 City Council Meeting
November 14 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
November 17 City Council Meeting
November 27 City offices closed in observance of Thanksgiving
November 28 City offices closed in observance of Thanksgiving

December 2014

December 1 City Council Meeting
December 11 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
December 15 City Council Meeting
December 25 City offices closed in observance of Christmas