

# CITY OF PRAIRIE VILLAGE

**April 7, 2014**

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

**City Council Meeting 7:30 p.m.**



**COUNCIL COMMITTEE OF THE WHOLE**  
**Council Chambers**  
**April 07, 2014**  
**6:00 PM**

**AGENDA**

**DALE WARMAN, COUNCIL PRESIDENT**

**AGENDA ITEMS FOR DISCUSSION**

\*COU2014-06 Consider Design Agreement with Affinis Corporation for the Design of the 2014 Paving Program, the 2014 CARS Project, the 2014 CDBG Project and the 2014 Drainage Repair Project  
Keith Bredehoeft

\*COU2014-07 Consider Agreement with Larkin Aquatics for the Engineering Evaluation of the Prairie Village Aquatic Center  
Keith Bredehoeft

COU2014-08 Update and Discussion about National League of Cities Service Line Warranty Program  
Kate Gunja

Presentations on Communications, NotifyJoCo and Transparent PV  
Jeanne Koontz

Presentation on 2015 Budget Simulator Results  
Lisa Santa Maria

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



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: April 7, 2014  
Council Meeting Date: April 7, 2014

**\*COU2014-06: CONSIDER DESIGN AGREEMENT WITH AFFINIS CORPORATION FOR THE DESIGN OF THE 2014 PAVING PROGRAM, THE 2014 CARS PROJECT, THE 2014 CDBG PROJECT AND THE 2014 DRAINAGE REPAIR PROJECT.**

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### RECOMMENDATION

Move to approve the design agreement with Affinis Corporation for the design of the 2014 Paving Program, the 2014 CARS Project, the 2014 CDBG Project and the 2014 Drainage Repair Project in the amount of \$169,560.00.

### BACKGROUND

Public Works recently requested proposals from firms to provide engineering services for Prairie Village for the next three years. We had 13 firms submit proposals and we interviewed Larkin Lamp Rynerson, Water Resources, and Affinis Corporation. Based on their original proposals and the interviews the selection committee chose Affinis Corporation to be the City's construction administration consultant for 2014, 2015, and 2016. Affinis Corporation has been working for the City for the last several years and has performed very well. The selection committee consisted of Brooke Morehead, Ted Odell, Quinn Bennion, Danielle Dulin, and Keith Bredehoeft.

This agreement is for the design of the 2014 Paving Program, the 2014 CARS Project, the 2014 CDBG Project and the 2014 Drainage Repair Project. The overall design, inspection, and construction budget in the CIP for these projects is \$2,194,964.

Construction is anticipated to begin in Summer 2014.

### FUNDING SOURCE

CIP Funding is available for design in the corresponding capital project:

2014 Paving Program (PAVP2014) -	\$54,210.00
2014 CARS Project (SODR0004) -	\$51,340.00
2014 CDBG Project (RADR0001) -	\$40,815.00
2014 Drainage Repair Project (DRAIN14x) -	\$23,195.00
Total	<u>\$169,560.00</u>

### RELATED TO VILLAGE VISION

TR1a. *Ensure that infrastructure improvements meet the needs of all transportation users.*

### ATTACHMENTS

1. Design Agreement with Affinis

### PREPARED BY

Melissa Prenger, Senior Project Manager

March 26, 2014

**AGREEMENT FOR PROFESSIONAL ENGINEER**

For

**DESIGN SERVICES**

Of

**PROJECT PAVP2014- 2014 PAVING PROGRAM  
PROJECT SODR0004- 2014 CARS PROJECT  
PROJECT RADR0001- 2014 CDBG PROJECT  
PROJECT DRAIN14x- 2014 STORM DRAINAGE REPAIR PROJECT**

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

***WITNESSED, THAT WHEREAS***, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2014 Paving Program, the 2014 CARS Project, the 2014 CDBG Project and the 2014 Storm Drainage Repair Project, hereinafter called the “**Project**”,

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

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

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

**Article I City Responsibilities**

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

indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.

- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.
- G. The City has funded the 2014 Paving Project with a proposed project budget of \$650,000 may include the following streets:
  - 1. Maple Street (Tomahawk Road to Nall Avenue ) - mill & overlay with concrete replacement
  - 2. 71<sup>st</sup> Terrace (71<sup>st</sup> Street to Tomahawk Road) - mill & overlay
  - 3. Buena Vista (71<sup>st</sup> Street to Mission Road) - mill & overlay
  - 4. 64<sup>th</sup> Terrace (Hodges Drive to Nall Avenue) - mill & overlay with concrete repair
  - 5. Granada Road (67<sup>th</sup> Street to 69<sup>th</sup> Street) - mill & overlay with concrete repair
  - 6. 73<sup>rd</sup> Street (Belinder Avenue to High Drive) - mill & overlay with concrete repair
  - 7. High Drive and 74<sup>th</sup> Terrace (73<sup>rd</sup> Street to 74<sup>th</sup> Terrace) - mill & overlay with concrete repair
  - 8. 78<sup>th</sup> Street Cul-de-sac (Pawnee to east) - mill & overlay with concrete repair
  - 9. 77<sup>th</sup> Terrace (Delmar Road to Fontana Road) - mill & overlay with concrete repair
  - 10. 76<sup>th</sup> Terrace (Colonial Drive to Lamar Avenue) - mill & overlay
  - 11. Dearborn Drive (Tomahawk Road to 79<sup>th</sup> Street) - mill & overlay
  - 12. Delmar Street Cul-de-sac (north of Somerset Drive) - mill & overlay with concrete replacement
- H. The City has funded the 2014 CARS Project with this street:
  - 1. Somerset Drive (State Line Road to Belinder Drive) - mill & overlay with concrete repair.
- I. The City has funded the 2014 Storm Drainage Repair Project with:
  - 1. 71<sup>st</sup> Street and Nall Avenue - Concrete channel repair, approximately 590 linear feet.
- J. The City has funded the 2014 CDBG Street Project with this street:
  - 1. Rainbow Drive (75<sup>th</sup> Street to Booth Drive) - mill & overlay with concrete repair.

## Article II Consultant Responsibilities

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

## Article III Scope of Services

- A. **Design Phase:** Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited to, these phases and tasks. The scope is generally defined below.
1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
  2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
  3. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.
  4. Conduct field reconnaissance with City to evaluate and identify:
    - a. Design issues.
    - b. Identify existing drainage components in project area (location, size, material, capacity, storm design adequacy and condition).
    - c. Need for drainage improvements.
    - d. Need for full depth pavement repairs.
    - e. Need for sidewalk replacement.
    - f. Location for new sidewalk.
    - g. Need for curb and gutter replacement.
    - h. Need for and limits of driveway replacement.
    - i. Need for which type of ADA ramps.
    - j. Utility locations and conflicts.
    - k. Tree conflicts.
  5. Perform topographic survey of identified project locations. Determine existing pavement elevations every 50 feet parallel to center line at the center line, gutter, at gutter elevation at center of ADA ramp and property line, and 12 feet perpendicular to center line for evaluating cross slope and profile. Areas requiring topographic survey are:
    - a. 2014 CARS - Somerset Drive between State Line Road and Cambridge, approximately 900 linear feet.
    - b. 2014 Storm Drainage Repair
      - (1)The concrete channel south of 70<sup>th</sup> Terrace, east of Nall Avenue, approximately 590 linear feet. Includes property research and legal descriptions for easement takings. Drainage design consists of calculating design flows and existing and proposed channel capacity.
  6. Gather aerial and topographic data from Johnson County AIMS mapping for all project locations.
  7. Record location of existing traffic markings and review for compliance with MUTCD and City standards.
  8. Identify location of bench marks and section markers.
  9. Prepare preliminary construction plans (60%).
    - a. Project title sheet.
    - b. General site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner

- name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.
- c. Plan sheets for street improvements showing all utilities, including drainage (hydrologic/hydraulic analysis on 2014 CARS project), sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.
  - d. Typical sections.
  - e. Cross sections for streets with a detailed topographic survey. Cross-sections are for information only and will not be included in the bid documents.
  - f. City details drawings and other special details pertinent to the project.
  - g. Traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction.
10. Submit one set (one full size and one half size) of preliminary (60% completion) construction plans for City review.
  11. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
  12. Perform field check with City.
  13. Schedule, prepare for and attend one (1) public meeting for the 2014 CARS project. The City will be responsible for sending notifications to the residents and property owners.
  14. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
  15. Attend and prepare minutes for up to four (4) project meetings and disperse the minutes to City representative and all other attendees within five working days.
  16. Prepare final documents base of review and comments from City and other review agencies of the preliminary plans.
  17. Prepare final project manual for City review.
  18. Submit one half size set of final (95%) plans and specifications for City review.
  19. Submit one half-size set of final (95%) plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
  20. Prepare a final opinion of probable construction cost.
  21. Prepare bid documents for two bid packages using the City's standard documents for the Street Paving, CARS, and Storm Drainage Repair Projects and the CDBG Project. Items listed in the Bidding Services Phase shall be performed for each bid package.
  22. Provide one hard copy and electronic copy of any report or plans. Provide files of the plans in PDF Format.

## **B. Bidding Services Phase**

1. Provide the City a notice of bid for publication.
2. Post advertisement for bid on electronic plan room (Drexel Technologies) and provide bid documents for reproduction.
3. Via electronic plan room provide all bid documents for potential bidders to purchase.

4. Provide all utilities with bid set of plans and request attendance at pre-bid meeting.
5. Conduct a pre-bid meeting. Prepare minutes of pre-bid meeting and disperse to City representative and all other attendees within five working days.
6. Prepare and distribute addenda prior to bid opening. Assist bidders with questions during bidding.
7. Provide to the City an Engineer's Estimate and bid tab sheet prior to the bid opening.
8. Attend bid opening.
9. Check accuracy of bids, evaluate the bidders and make a recommendation of award to the City.
10. Prepare five sets construction documents including bonds for execution by the contractor and the City.
11. Provide one hard copy and electronic copy of any report or drawings. Provide files of the plans or drawings in PDF Format.

### **C. Construction Services Phase**

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

## **Article IV Time Schedule**

- A. Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.
- B. Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.
- C. Default Neither** City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party.



For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Should such circumstances occur, the consultant shall within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

**D. Completion Schedule** Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Design Phase	Due by April 30, 2014
Bid Advertisement Date	May 13, 2014
Letting Date	June 3, 2014

## Article V Compensation

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

2014 Paving Project	
Design Phase	\$ <u>45,210.00</u>
Bidding Services Phase	\$ <u>5,000.00</u>
Construction Services Phase	\$ <u>4,000.00</u>
Total Fee for Paving Project	\$ <u>54,210.00</u>
2014 CARS	
Design Phase	\$ <u>43,400.00</u>
Bidding Services Phase	\$ <u>4,440.00</u>
Construction Services Phase	\$ <u>3,500.00</u>
Total Fee for CARS Project	\$ <u>51,340.00</u>
2014 Storm Drainage Repair Project	
Design Phase	\$ <u>32,905.00</u>
Bidding Services Phase	\$ <u>4,000.00</u>
Construction Services Phase	\$ <u>3,910.00</u>
Total Fee for Storm Drainage Project	\$ <u>40,815.00</u>
2014 CDBG	
Design Phase	\$ <u>14,465.00</u>
Bidding Services Phase	\$ <u>6,130.00</u>
Construction Services Phase	\$ <u>2,600.00</u>
Total Fee for CDBG Project	\$ <u>23,195.00</u>
<b>Total Fee</b>	<b>\$ <u>169,560.00</u></b>

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

## Article VI General Provisions

- A. Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- B. Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- C. Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.
- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
  - 1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
  - 2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
  - 3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;

4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
  5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- K. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and

defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.

- M. Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to 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.
- O. Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- P. Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

**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  
Department of Public Works  
3535 Somerset Drive  
Prairie Village, Kansas 66208

Telephone: 913-385-4640  
Email: publicworks@pvkansas.com

**ATTEST:**

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

**Consultant:**

Affinis Corp

**By**

\_\_\_\_\_  
Clifton M. Speegle, PE

Address for giving notices:

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

Telephone: 913-239-1110  
Email: cspeegle@affinis.us

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
Catherine P. Logan, City Attorney



**EXHIBIT B  
PROJECT ESTIMATING SHEET**

PV Project Number: PAVP2014  
2014 Street Paving Program  
Prairie Village, Kansas

Revised Date: 3/26/2014  
Made By: KEL/CMS/ALR

Tasks	PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	INTERN ENGINEER (IE)	DESIGN TECH I	CAD TECH II	CAD TECH I	PROJ. RELATED SUPPORT	LAND SURVEYOR II	LAND SURVEYOR I	SURVEY CREW MEMBER II	LABOR COSTS	OTHER DIRECT COSTS ITEM	TOTAL FEE
<b>DESIGN PHASE</b>																
1. Startup meeting		1			1									\$315		\$315
2. Review existing information					2	2								\$450		\$450
3. Utility coordination (1 meetings)					8	8	8							\$2,480		\$2,480
4. Field Reconnaissance		8			8		12	12						\$4,500		\$4,500
5. Field survey (topo)														\$0		\$0
6. AIMS mapping					1		1							\$215		\$215
7. Existing pavement markings					4			8						\$1,160		\$1,160
8. Horiz. & Vert. Control, Topo														\$0		\$0
9. Preliminary plans (60%)														\$0		\$0
a. Cover Sheet					2			2						\$160		\$160
b. Site plans					2			2						\$420		\$420
c. Plan/profile sheets	2	4			8	8	40	60						\$11,140		\$11,140
d. Typical sections							4	4						\$660		\$660
e. Cross sections														\$0		\$0
f. Details					2		4	12						\$1,560		\$1,560
g. Traffic control & pavement marking plan		2			2			8						\$1,270		\$1,270
10. Preliminary plan (60%) submittal to City					2		4							\$340		\$340
11. Preliminary plan (60%) submittal to Utilities					2		4			2				\$740		\$740
12. Field Check (All w/City)		4			8		12	12						\$3,760		\$3,760
13. Public Meeting (1 for CARS only)														\$0		\$0
14. OPCC (+15%)		2			2		2							\$800		\$800
15. Project Meetings (Monthly) & documentation (assume 1)		2			2		2			2				\$940		\$940
16. Final design documents		2			8	4	8	24						\$4,390		\$4,390
17. Project manual		2			4	4				2				\$1,410		\$1,410
18. Final plan (95%) submittal to City							4							\$340		\$340
19. Final plan (95%) submittal to Utilities							4			2				\$480		\$480
20. OPCC					4	2	8	4						\$1,710		\$1,710
21. Prepare bid documents (all)	2	4			16	8	8			8				\$5,220		\$5,220
22. Deliverables (Hard copy & PDF)							2							\$170		\$170
															Mileage	\$80.00
															Repro/Delivery	\$500.00
<b>DESIGN PHASE - SUBTOTAL HOURS</b>	4	31	0	0	84	36	127	148	0	16	0	0	0			
<b>DESIGN PHASE - SUBTOTAL FEE</b>	\$800	\$5,735	\$0	\$0	\$10,920	\$3,420	\$10,795	\$11,840	\$0	\$1,120	\$0	\$0	\$0	\$44,630		\$580.00
<b>BIDDING PHASE</b>																
1. Notice to bidders										1				\$70		\$70
2. Distribute notice to bidders										1				\$70		\$70
3. Provide bidding documents to printer					2		2							\$430		\$430
4. Bid plan submittal to Utilities										1				\$70		\$70
5. Pre-bid Meeting & documentation		2			4					2				\$1,030		\$1,030
6. Addenda & consultation	2	12			24		16			6				\$7,520		\$7,520
7. Engineer's estimate					1	1	2							\$395		\$395
8. Bid opening					2		2							\$430		\$430
9. Bid tabulation					3					2				\$530		\$530
10. Prepare construction contracts & documents		1			4					4				\$985		\$985
11. Deliverables (hard copy & PDF)							2			2				\$310		\$310
															Mileage	\$100.00
															Repro/Delivery	\$1,500.00
<b>BIDDING PHASE - SUBTOTAL HOURS</b>	2	15	0	0	40	1	24	0	0	19	0	0	0			
<b>BIDDING PHASE - SUBTOTAL FEE</b>	\$400	\$2,775	\$0	\$0	\$5,200	\$95	\$2,040	\$0	\$0	\$1,330	\$0	\$0	\$0	\$11,840		\$1,600.00
Note: Paving, CARS & Storm projects will be one Bidding Phase. Hours shown above are for all three projects. Bidding phase subtotals shown are prorated for each project.																
<b>PAVING PROJECT - BIDDING PHASE - SUBTOTAL FEE</b>																\$5,000



**EXHIBIT B  
PROJECT ESTIMATING SHEET**

PV Project Number: PAVP2014

2014 Street Paving Program

Prairie Village, Kansas

Revised Date: 3/26/2014

Made By: KEL/CMS/ALR

Tasks	PRINCIPAL	SR. PROJECT	PROJECT	SENIOR	INTERN	DESIGN	CAD	CAD	PROJ.	LAND	LAND	SURVEY CREW	LABOR	OTHER DIRECT COSTS		TOTAL	
	\$200.00	MANAGER	MANAGER	ENGINEER	ENGINEER	ENGINEER (IE)	TECH I	TECH II	TECH I	SUPPORT	SURVEYOR II	SURVEYOR I	MEMBER II	COSTS	ITEM	COST	FEE
<b>CONSTRUCTION SERVICES PHASE (PAVING, CARS &amp; STORM)</b>																	
1. Preconstruction meeting & documentation		2			4				2								\$1,030
2. Periodic construction consultation		4			16												\$3,580
3. Shop drawing review		2			8												\$2,930
4. Plan revisions									8								\$680
5. Record drawings		2			2				16								\$1,990
6. Deliverables (CAD files & TIFF images)									2				2				\$310
7. Progress meeting (1)		2			2												\$630
															Mileage		\$60.00
															Repro./Delivery		\$200.00
CONST. SERVICES PHASE - SUBTOTAL HOURS	0	12	0	0	32	24	26	0	0	4	0	0	0				
CONST. SERVICES PHASE - SUBTOTAL FEE	\$0	\$2,220	\$0	\$0	\$4,160	\$2,280	\$2,210	\$0	\$0	\$280	\$0	\$0	\$0	\$11,150			\$260.00
Note: Paving, CARS & Storm projects will be one Construction Services Phase. Hours shown above are for all three projects. Construction Services phase subtotals shown are prorated for each project.																	
<b>PAVING PROJECT - CONST. SERVICES PHASE - SUBTOTAL FEE</b>																	<b>\$4,000</b>
<b>GRAND TOTAL - PAVING</b>																	<b>\$54,210</b>



**EXHIBIT B**  
**PROJECT ESTIMATING SHEET**

PV Project Number: SODR0004

2014 CARS Program

Prairie Village, Kansas

Date: 3/26/2014

Made By: KEL/RAW

Tasks	PRINCIPAL	SR. PROJECT	SENIOR	ENGINEER	ENGINEER	DESIGN	CAD	PROJ.	LAND	LAND	SURVEY CREW	LABOR	OTHER DIRECT COSTS		TOTAL
		MANAGER	ENGINEER	ENGINEER	TECH I	TECH II	SUPPORT	SURVEYOR II	SURVEYOR I	MEMBER II	COSTS	ITEM	COST	FEE	
<b>DESIGN PHASE</b>															
1 Startup meeting		1			1							\$315			\$315
2 Review existing information					1	2						\$300			\$300
3 Utility coordination (1 meeting)					4	2				1		\$775			\$775
4 Field Reconnaissance		2			4	4						\$1,230			\$1,230
5 Field survey (topo)									12	60	64	\$11,780			\$11,780
6 AIMS mapping						2						\$170			\$170
7 Existing pavement markings		1					4					\$505			\$505
8 Horiz. & Vert. Control (Benchmarks & Sec. Corners)									6	8	16	\$2,740			\$2,740
9 Preliminary plans (60%)												\$0			\$0
a. Cover Sheet												\$0			\$0
b. Site plans												\$0			\$0
c. Plan/profile sheets			2		24	16	32					\$7,330			\$7,330
d. Typical sections						1	2					\$245			\$245
e. Cross sections						16	4					\$1,680			\$1,680
f. Details				2	2	2	4					\$750			\$750
g. Traffic control & pavement marking plan		2					6					\$850			\$850
10 Preliminary plan (60%) submittal to City							1					\$85			\$85
11 Preliminary plan (60%) submittal to Utilities				1	1			1				\$285			\$285
12 Field Check (All w/City)		2		2	3							\$885			\$885
13 Public Meeting (1 for CARS - Somerset only)		4		4	4			2				\$1,740			\$1,740
14 OPCC (+15%)		2		4	6							\$1,400			\$1,400
15 Project Meetings (Monthly) & documentation (assume 1)		2		4	2				2			\$1,320			\$1,320
16 Final design documents				8	12		12					\$3,020			\$3,020
17 Project manual		2		4				4				\$1,170			\$1,170
18 Final plan (95%) submittal to City						1						\$85			\$85
19 Final plan (95%) submittal to Utilities				1	1			1				\$285			\$285
20 OPCC		2		2	4							\$970			\$970
21 Prepare bid documents (all)	2	2		8	4			4				\$2,430			\$2,430
22 Deliverables (Hard copy & PDF)		1			2							\$355			\$355
													Mileage	\$200.00	\$200
													Repro./Delivery	\$500.00	\$500
														700	
<b>DESIGN PHASE - SUBTOTAL HOURS</b>	2	23	2	74	86	64	12	20	69	80					
<b>DESIGN PHASE - SUBTOTAL FEE</b>	\$400	\$4,255	\$290	\$9,620	\$7,310	\$5,120	\$840	\$2,600	\$5,865	\$6,400	\$42,700			\$700.00	<b>\$43,400</b>
<b>BIDDING PHASE (SEE PAVING PROJECT)</b>															
1 Note: Bidding Phase tasks and hours are totaled under the Paving Project.															
<b>BIDDING PHASE - SUBTOTAL FEE</b>															<b>\$4,440</b>
<b>CONSTRUCTION SERVICES PHASE ( SEE PAVING PROJECT)</b>															
1 Note: Construction Services tasks and hours are totaled under the Paving Project.															
<b>CONST. SERVICES PHASE - SUBTOTAL FEE</b>															<b>\$3,500</b>
<b>GRAND TOTAL - CARS</b>															<b>\$51,340</b>





**EXHIBIT B**  
**PROJECT ESTIMATING SHEET**  
 PV Project Number: DRAIN14X  
 2014 Storm Drainage Repair  
 Prairie Village, Kansas

Revised Date: 3/26/2014  
 Made By: KEL/CMS/ALR

Tasks	PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	INTERN ENGINEER (IE)	DESIGN TECH I	CAD TECH II	CAD TECH I	PROJ. RELATED SUPPORT	LAND SURVEYOR II	LAND SURVEYOR I	SURVEY CREW MEMBER II	LABOR COSTS	OTHER DIRECT COSTS ITEM	TOTAL FEE
<b>DESIGN PHASE</b>																
1. Startup meeting		1			2									\$445		\$445
2. Review existing information					2	2								\$450		\$450
3. Utility coordination (3 meetings)					4	2	2							\$880		\$880
4. Field Reconnaissance		1			2		2							\$615		\$615
5. Field survey (topo)											4	20	62	\$7,180		\$7,180
6. Property information and legal descriptions											6	28	12	\$4,120		\$4,120
7. AIMS mapping								2						\$160		\$160
8. Existing pavement markings														\$0		\$0
9. Horiz. & Vert. Control; Topo											4	8	12	\$2,160		\$2,160
10. Preliminary plans (60%)														\$0		\$0
a. Cover Sheet														\$0		\$0
b. Site plans					2			2						\$420		\$420
c. Plan/profile sheets	1	1			4	8	6	8						\$2,815		\$2,815
d. Typical sections							1	2						\$245		\$245
e. Cross sections							6	4						\$830		\$830
f. Details					2		2	4						\$750		\$750
g. Traffic control		1			2			3						\$685		\$685
11. Preliminary plan (60%) submittal to City							2							\$170		\$170
12. Preliminary plan (60%) submittal to Utilities					1		2			2				\$440		\$440
13. Field Check (All w/City)		2			2		4	2						\$1,130		\$1,130
14. Public Meeting (1 for CARS only)														\$0		\$0
15. OPCC (+15%)		1			1	3	3							\$855		\$855
16. Project Meetings (Monthly) & documentation (assume 1)		2			2		2			2				\$940		\$940
17. Final design documents		2			6	3	6	8						\$2,585		\$2,585
18. Project manual		1			4	2				2				\$1,035		\$1,035
19. Final plan (95%) submittal to City							4							\$340		\$340
20. Final plan (95%) submittal to Utilities							4			2				\$480		\$480
21. OPCC		1			4		2							\$875		\$875
22. Prepare bid documents (all)	2				4	4	4			2				\$1,780		\$1,780
23. Deliverables (Hard copy & PDF)							2			2				\$310		\$310
														Mileage	\$110.00	\$110
														Repro./Delivery	\$100.00	\$100
<b>DESIGN PHASE - SUBTOTAL HOURS:</b>	3	13	0	0	44	24	54	35	0	12	14	56	86			
<b>DESIGN PHASE - SUBTOTAL FEE:</b>	\$600	\$2,405	\$0	\$0	\$5,720	\$2,280	\$4,590	\$2,800	\$0	\$840	\$1,820	\$4,760	\$6,880	\$32,695	\$210.00	<b>\$32,905</b>
<b>BIDDING PHASE (SEE PAVING PROJECT)</b>																
Note: Bidding Phase tasks and hours are totaled under the Paving Project.																
<b>BIDDING PHASE - SUBTOTAL FEE</b>																
<b>\$4,000</b>																
<b>CONSTRUCTION SERVICES PHASE (SEE PAVING PROJECT)</b>																
Note: Construction Services tasks and hours are totaled under the Paving Project.																
<b>CONST. SERVICES PHASE - SUBTOTAL FEE</b>																
<b>\$3,910</b>																
<b>GRAND TOTAL - STORM DRAINAGE REPAIR</b>																
<b>\$40,815</b>																

**EXHIBIT B**  
**PROJECT ESTIMATING SHEET**

PV Project Number: 2014 CDBG

CDBG Program: Rainbow Drive (75th Street to Booth Drive)

Prairie Village, Kansas

Date: 3/26/2014

Made By: KEL/CMS

		PRINCIPAL	SR. PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	DESIGN		PROJ. RELATED	LAND SURVEYOR II	LAND SURVEYOR I	SURVEY CREW MEMBER II	LABOR COSTS	OTHER DIRECT COSTS		TOTAL FEE
						TECH I	TECH II	SUPPORT					ITEM	COST	
Tasks		\$200.00	\$185.00	\$145.00	\$130.00	\$85.00	\$80.00	\$70.00	\$130.00	\$85.00	\$80.00				
<b>DESIGN PHASE</b>															
1	Startup meeting											\$0			\$0
2	Review existing information											\$0			\$0
3	Utility coordination (1 meetings)				2	1						\$345			\$345
4	Field Reconnaissance				2	2						\$430			\$430
5	Field survey (topo)											\$0			\$0
6	AIMS mapping					2						\$170			\$170
7	Existing pavement markings											\$0			\$0
8	Horiz. & Vert. Control (Benchmarks & Sec. Corners)											\$0			\$0
9	Preliminary plans (60%)											\$0			\$0
	a. Plan sheets (using aerial & AIMS mapping)		4		4	24						\$3,300			\$3,300
	b. Cross-sections/typical sections											\$0			\$0
	c. Drainage											\$0			\$0
	d. Details				2	4						\$600			\$600
	e. Cross sections											\$0			\$0
	f. Easements (mapping and documents)											\$0			\$0
	g. Traffic control & pavement marking plan							2				\$160			\$160
10	Field Check (All)				3	3						\$645			\$645
11	Public Meeting (1 for all streets)											\$0			\$0
12	Draft specifications	2	2		4			2				\$1,430			\$1,430
13	OPCC (+15%)		1		2	4						\$785			\$785
14	Review project budget		1									\$185			\$185
15	Project Meetings (Monthly) & documentation (assume 1)		2		4	2		1	2			\$1,390			\$1,390
16	Final design documents				2	4	10					\$1,400			\$1,400
17	Project manual		2		6			2				\$1,290			\$1,290
18	Final plan (95%) submittal to City						1					\$80			\$80
19	Final plan (95%) submittal to Utilities						1	1				\$150			\$150
20	OPCC		1		3	2						\$745			\$745
21	Bid documents (all)				3	2		2				\$700			\$700
22	Deliverables (Hard copy & PDF)		2		1							\$500			\$500
													Mileage	\$60.00	\$60
													Repro./Delivery	\$100.00	\$100
														160	
	<b>DESIGN PHASE - SUBTOTAL HOURS</b>	2	15	0	38	50	14	8	2	0	0				
	<b>DESIGN PHASE - SUBTOTAL FEE</b>	\$400	\$2,775	\$0	\$4,940	\$4,250	\$1,120	\$560	\$260	\$0	\$0	\$14,305		\$160.00	<b>\$14,465</b>
<b>BIDDING PHASE</b>															
1	Notice to bidders				4			1				\$590	ads	\$100.00	\$690
2	Distribute notice to bidders							2				\$140			\$140
3	Provide bidding documents to printer					2						\$170			\$170
4	Plans to utilities							1				\$70			\$70
5	Pre-bid Meeting & documentation		1		4			2				\$845			\$845
6	Addenda & consultation	2	2		4	4		4				\$1,910			\$1,910
7	Engineer's estimate		1		1							\$315			\$315
8	Bid opening		2		2							\$630			\$630
9	Bid tabulation				2							\$260			\$260
10	Construction contracts & documents				2			4				\$540			\$540
11	Deliverables (hard copy & PDF)					2		2				\$310			\$310
													Mileage	\$50.00	\$50
													Repro./Delivery	\$200.00	\$200

	<b>BIDDING PHASE - SUBTOTAL HOURS</b>	2	6	0	19	8	0	16	0	0	0				
	<b>BIDDING PHASE - SUBTOTAL FEE</b>	\$400	\$1,110	\$0	\$2,470	\$680	\$0	\$1,120	\$0	\$0	\$0	\$5,780		\$350.00	<b>\$6,130</b>
CONSTRUCTION SERVICES PHASE (PAVING, CARS & STORM) Note: Paving, CARS & Storm projects will be one Bidding Phase. Hours shown above are for all three projects. Bidding phase subtotals shown are prorated for each project.															
	<b>CONSTRUCTION SERVICES PHASE</b>														
1	Preconstruction meeting & documentation				2			2				\$400			\$400
2	Periodic construction consultation		2		4							\$890			\$890
3	Shop drawing review				2	8						\$940			\$940
4	Plan revisions											\$0			\$0
5	Record drawings					2						\$170			\$170
6	Deliverables (CAD files & TIFF images)											\$0			\$0
7	Progress meeting (1)											\$0			\$0
													Mileage	\$50.00	\$50
													Repro./Delivery	\$150.00	\$150
	<b>CONST. SERVICES PHASE - SUBTOTAL HOURS</b>	0	2	0	8	10	0	2	0	0	0				
	<b>CONST. SERVICES PHASE - SUBTOTAL FEE</b>	\$0	\$370	\$0	\$1,040	\$850	\$0	\$140	\$0	\$0	\$0	\$2,400		\$200.00	<b>\$2,600</b>
	<b>GRAND TOTAL - CDBG</b>														<b>\$23,195</b>



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: April 7, 2014

Council Meeting Date: April 7, 2014

### **\*COU2014-07 - CONSIDER AGREEMENT WITH LARKIN AQUATICS FOR THE ENGINEERING EVALUATION OF THE PRAIRIE VILLAGE AQUATIC CENTER.**

#### **RECOMMENDATION**

Move to approve the agreement with Larkin Aquatics for the Engineering Evaluation of the Prairie Village Aquatics Center for a cost not to exceed \$10,000.00.

#### **BACKGROUND**

This contract is for the Engineering Evaluation of the Prairie Village Aquatics Center.

The study will evaluate the condition of the facility to identify repair and maintenance needs, predict remaining life of elements of the facility, and evaluate alternatives for repair and/or replacement of aged parts of the facility. The results of this study will help the City budget for future needs of the Aquatics Center. Larkin Aquatics has past knowledge of our center that will be beneficial to the study. Given that the costs of this study are under \$10,000.00 we did not request proposals from multiple consultants.

This study is expected to begin once approved and will be completed in 6 to 8 weeks.

#### **FUNDIGN SOURCE**

Funding is available in under CIP Project POOLPLNx, Aquatic Center Assessment Plan

#### **RELATED TO VILLAGE VISION**

*CFS3a. Enhance parks for active and passive recreation through capital improvements such as landscaping, tree and flower planting, shelters, picnic facilities, athletic fields, etc.*

#### **ATTACHMENTS**

1. Agreement with Larkin Aquatics

#### **PREPARED BY**

Keith Bredehoeft, Public Works Director

April 3, 2014

# AGREEMENT FOR PROFESSIONAL ENGINEER

For

## ENGINEERING EVALUATION

Of

### PROJECT- POOLPLNx PRAIRIE VILLAGE AQUATIC CENTER

***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 **Larkin Aquatics**, a corporation with offices at 9200 Ward Parkway, Suite 200, Kansas City, Missouri 64114, hereinafter called the “**Consultant**”.

***WITNESSED, THAT WHEREAS***, City has determined a need to retain a professional engineering firm to provide services for the Engineering Evaluation of the Prairie Village Aquatic Center to determine maintenance needs and identify future needs of the center, hereinafter called the “**Project**”,

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

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

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

## Article I City Responsibilities

- A. **Project Definition** The City is preparing to have an Engineering Evaluation of the existing Prairie Village Aquatic Center and to identify future needs to the center.
- B. **City Representative** The City shall in a timely manner designate, S. Robert Pryzby, Director of Public Works, to act as the City’s representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City’s policies and decisions with respect to the Consultant’s services for the Project.
- C. **Existing Data and Records** The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant’s use of such content, materials or documents.

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

## Article II Consultant Responsibilities

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

## Article III Scope of Services

- A. The Consultant understands the aquatic center has been improved and expanded over the years; the last renovation being completed in the early 2000's, but some of the facility is decades old. We understand the 50-meter lap pool is the oldest structure in the facility and the concrete is showing signs of decay. We also understand there may be a leak in the recirculation system for the dive pool.

We understand the City is interested in evaluating the condition of the facility to identify repair and maintenance needs, predict remaining life of elements of the facility, and evaluate alternatives for repair and/or replacement of aged parts of the facility. To address these needs and concerns, we propose the following scope of services:

### PROPOSED SCOPE OF SERVICES:

1. Larkin will conduct a site visit to observe conditions of the facility including the bathhouse, pool basins and deck, deck equipment (ladders, diving stands, racing platforms, etc.), water play equipment, and pool mechanical (recirculation, filtration, and chemical feed) equipment.
  - a. Note and photo-document visual observations.
  - b. Note any conditions that are not in compliance with current swimming pool codes.
  - c. No testing (such as destructive concrete testing or pressure pipe testing) is proposed at this time.
  - d. Interview staff to identify operations and maintenance issues.
2. Review available construction plans
3. Develop a list of recommended repair and maintenance needs

4. Prepare a partial draft report, compiling the evaluation findings, recommended repairs and maintenance, and opinions of cost for repairs.
5. Meet with decision-makers to present the partial draft report and discuss the goals and objectives for defining an improvements plan.
  - a. Decision-makers will be determined by the City, but could include City staff, Park Board, and/or members of City Council.
  - b. The goal of the meeting is to identify the future vision for the facility. It is important to determine:
    - i. Should the existing aquatic amenities be maintained or should other features be considered in a renovation? For example, is a 50 meter pool part of the improvements plan?
    - ii. Does the facility meet current program needs?
    - iii. Is the current facility appropriately sized, or should the facility be expanded?
    - iv. Is public input desired as part of this analysis?
6. With direction from the decision-makers, Larkin will develop an improvements concept (or alternatives, as appropriate).
  - a. Concepts will be illustrated with 2D color plan drawings and photographs to represent key features.
  - b. Retro-fit or phased concepts will be developed with engineering and construction considerations in mind.
  - c. A budgetary cost estimate will be developed for the concept (or alternatives).
7. Meet again with the decision-makers to present the improvements concept or alternatives and obtain feedback.
8. Revise and finalize the concept and budgetary cost estimate based on comments. Conduct follow-up meetings, if required.
9. Finalize Engineering Report with evaluation findings, documentation of meetings with decision-makers, and proposed concept and budgetary estimate.
10. Present the findings and recommendation of the Study to the City Council.

## Article IV Time Schedule

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

## Article V Compensation

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

Total Maximum Fee \$ [10,000]

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

## Article VI General Provisions

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



1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
  2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
  3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
  4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
  5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with

the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

- K. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees 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.
- M. Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to item by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- O. Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- P. Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

**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  
Department of Public Works  
3535 Somerset Drive  
Prairie Village, Kansas 66208

Telephone: 913-385-4640  
Email: publicworks@pvkansas.com

ATTEST:

\_\_\_\_\_

Joyce Hagen Mundy, City Clerk

**Consultant:**

Larkin Aquatics

By \_\_\_\_\_

Andy Smith, Aquatics Group Leaders

Address for giving notices:

Larkin Aquatics  
9200 Ward Parkway  
Suite 200  
Kansas City, Missouri 64114

Telephone: 816-361-0440  
Email: Andy.Smith@LRA-INC.com

APPROVED AS TO FORM BY:

\_\_\_\_\_

Catherine P. Logan, City Attorney

EXHIBIT B  
 Project: POOLPLNx  
 PV Aquatics Center Engineering Evaluation

		Andy	Kyle	Maggie	Scott	Clem		
		\$188	\$117	\$86	\$94	\$92		
Improvement Concept Plan	Site visit to observe conditions	1	4					
	Review existing site plans		4					
	Develop list of recommended repair & maintenance issues	1	8	6				
	Prepare draft report		8	6				
	Present draft report	1	2	2				
	Develop an improvement concept plan (ICP) draft	1	4		20			
	Cost estimate of ICP draft		4					
	Prepare for ICP presentation		2	2				
	Present ICP draft	1	2					
	Finalize ICP draft		4		4			
	Present ICP draft	1	2					
		<b>Inspection Total</b>	<b>6</b>	<b>44</b>	<b>16</b>	<b>24</b>	<b>0</b>	<b>90</b>
Schematic Design	Improvement Concept/Plan							
	Opinion of Cost							
	Sub-consultant Coordination							
	Client Review/Presentations							
	Pool Layout Revision							
	Sub-consultant Coordination							
	Opinion of Cost							
	Site Layout							
	Client Review/Presentations							
	<b>SD Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
Design Development	Equipment Selection							
	Amenity Selection							
	Design Narrative							
	Opinion of Cost							
	Client Review/Presentations							
		<b>DD Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Construction Documents	Civil Sheets							
	Pool Plans							
	Pool Mech							
	Filter Room Plans							
	Feature Details							
	50% Coordination							
	75% Coordination							
	100% Coordination							
	Client Review/Presentations							
	CD - PM & Project Coord	0	0					
	<b>CD Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
Bid	<b>Total</b>						<b>0</b>	<b>\$ -</b>
Construction Admin	Site Visits *							
	Submittals/RFIs							
	Start-up							
	Warranty walk-thru							
		<b>CA Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Larkin Sub-Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 9,908</b>
BSE	Architectural Sub							\$ -
PKMR	Architectural Sub							\$ -
Arch	Law Kindgon							\$ -
							<b>TOTAL</b>	<b>\$ 9,908</b>



## ADMINISTRATION

Council Committee Meeting Date: April 7, 2014

### National League of Cities Service Line Warranty Program

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#### **POSSIBLE MOTION:**

Staff seeks direction on the continuation of the NLC Service Line Warranty Program. The City Council authorizes continuation of the program and for Service Line Warranties of America ("SLWA") to mail the attached solicitation letter.

#### **BACKGROUND:**

In March of 2011, the City Council authorized participation in the National League of Cities Service Line Warranty Program, designed to assist property owners with the repair/replacement of private sanitary sewer and water lines. This program allows property owners to purchase insurance to cover repairs for broken water lines or sewer lines, which are not covered by homeowners insurance. The National League of Cities has a number of Enterprise Programs which are designed to assist cities in providing both business and consumer solutions. The City of Prairie Village also participates in the NLC Prescription Discount Card program.

Before authorizing participation in the program in 2011, the Council considered the following program benefits and drawbacks:

1. Provides residents with a product which has been vetted by the National League of Cities
2. Provides residents with a product at a reduced market rate cost. UPS program rate is \$5.50 per month per service line or \$59.00 annually. There has been no increase in the rate for Prairie Village since the program began.
3. There are other companies which provide similar services which the City has not endorsed or assisted in marketing.
4. There is a chance residents could believe that the City has some responsibility in servicing the warranty program because they received a solicitation letter with the City logo and city agent signature. The City actually has no responsibilities related to the warranty program other than assistance with the marketing of the program.
5. The City may receive additional requests for endorsements of other providers of similar services or other services. Since this is a National League of Cities endorsed program, the City Council could indicate that it would only consider endorsing programs which have the NLC endorsement.
6. The City has no control over the cost of the program.

Of the benefits and drawbacks noted above when the program was first considered in 2011, the most significant item has been item 4. The City continues to field numerous calls clarifying that the city does not have responsibility of the program. If another solicitation letter is sent this spring, this call volume will increase.

**DISCUSSION:**

The following statistics have been provided by the Sewer Line Warranty program manager:

- There are currently 1,826 enrollments in the sewer line warranty in Prairie Village
- 285 sewer line warranty claims have been filed since inception.
- After each claim, the provider sends a customer satisfaction survey to the customer. To date, they indicate they have received 81 surveys. Of the surveys returned, 91% of residents' responses were good, very good, or excellent.
- The program has generated over \$40,000 in revenue to the city since 2011.

2012	\$11,493.11
2013	\$15,521.72
2014	\$14,006.96
Total:	\$41,021.79

**FUNDING SOURCE:**

There is no cost to the City for this program. Residents would be charged a monthly fee for this service which will be collected by Utility Service Partners, Inc. The City would continue receiving the revenue sharing (10%) from the program.

**ATTACHMENTS:**

Solicitation Letter

FAQ's About the Program and Limitations and Liability Cut Sheets on the Program

**PREPARED BY:**

Kate Gunja

Assistant City Administrator

Date: April 3, 2014



City of Anywhere

State



Contact ID: 1234567

Re: [Water/Sewer] Service Line Repair Coverage for [City] Homeowners Reminder

Reminder – Please disregard if you have already enrolled

Dear [Customer Name],

Were you aware that the [water / sewer] line that runs between your home and the public utility connection is the responsibility of the homeowner and repairs to these lines are usually not covered by homeowner's insurance? These lines have been subjected to the same elements that have caused our public service lines to decay - ground shifting, root invasion, fluctuating temperatures, age and more.

A national initiative is underway to repair and replace the water and sewer lines that enable us to supply our residents with fresh drinking water and properly process waste water. While the initiative addresses our public service lines, the cost of repairs for failed [water / sewer] lines on your property will come out of your budget and can cost between \$1,300-\$3,500 or more!

As part of our continuing effort to bring programs and services to the community that help residents save money and improve quality of life, [City] would like to remind you about the Service Line Warranties of America (SLWA) [Water / Sewer] Line Warranty Program available to home/property owners in our community. The SLWA [Water / Sewer] Line Warranty Program offers [water / sewer] line repair protection of up to \$4,000 per incident with no additional service fees or deductibles and no annual or lifetime limits. Visit www.slwofa.com to learn how the program has helped over 60,000 homeowners save more than \$45 million in service line repair costs.

Enroll by [Date] to pay just \$ \_\_\_\_ per month – a savings of more than \_\_% on the standard price, or save even more with an annual payment of \$ \_\_\_\_\_. And, SLWA will waive the normal 30 day waiting period – so you'll enjoy immediate coverage!

Participation in the SLWA warranty program is optional and voluntary, but could potentially save you money. No public funds are used in the marketing or administration of this program and no financial investment was required to bring the program to [City] residents. To enroll, simply return the completed bottom portion of this letter in the enclosed, self-addressed, stamped envelope, call 1-800-000-0000 Monday through Friday 8:00 am to 6:00 pm EDT to speak with an SLWA agent or enroll online at www.slwofa.com.

Sincerely,

City Official Name
City Official Title

Complete warranty terms and conditions will be provided following enrollment. Program participation may be terminated at any time. You have 30 days from the date you enroll to receive a full refund. After 30 days, you will be reimbursed the pro rata share of any amount you paid for any portion of the warranty period subject to cancellation.

Cut here [LetterCD]



To enroll or view the Terms and Conditions, please visit www.slwofa.com

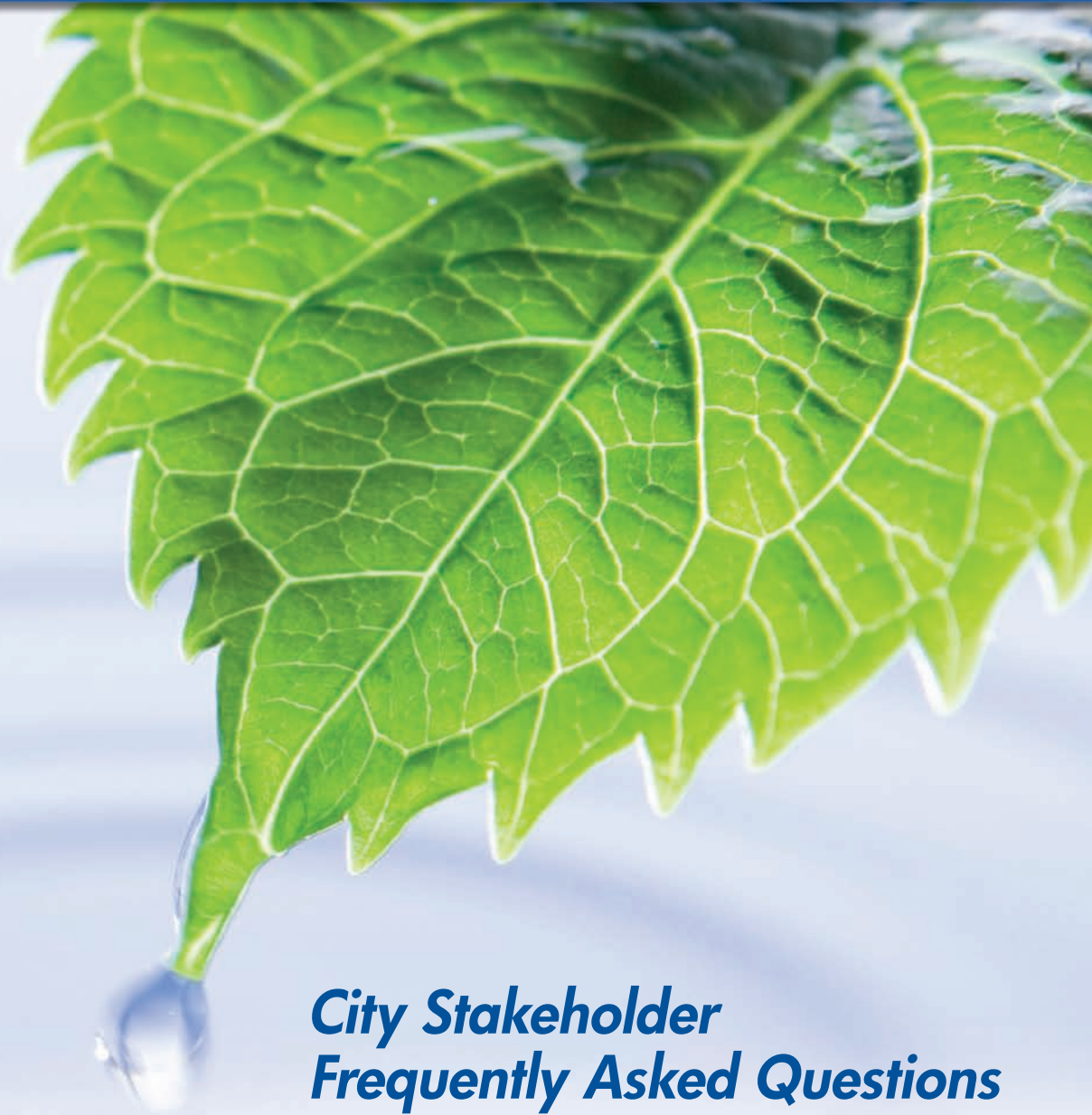
Please make your selection below:

- Yes, please enroll me in the \_\_\_\_ Line Warranty at \$ \_\_\_\_ per month.
I want to save even more. Enroll me in the \_\_\_\_ Line Warranty at \$ \_\_\_\_ per year.

I certify that to the best of my knowledge my line is in good working order.

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





***City Stakeholder  
Frequently Asked Questions***



An NLC Enterprise Programs Partner



# Service Line Warranty Program Frequently Asked Questions

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## Service Line Warranties of America ("SLWA") & National League of Cities ("NLC") Background

### ■ Who is Service Line Warranties of America?

SLWA is a private company that provides optional water and/or sewer service line warranties to homeowners. SLWA is proud to have been selected by the NLC as an Enterprise Programs Partner. The NLC, representing over 218 million Americans, is the nation's oldest and largest organization devoted to strengthening and promoting cities as centers of opportunity, leadership and governance. After almost a decade in business, SLWA has an A+ rating with the Better Business Bureau.

The program is offered at no cost to the City and no public funds are used to promote or operate the program. Importantly, SLWA is solely responsible for the administration and service of the warranty programs.

### ■ Who is the NLC?

The NLC is an organization dedicated to helping city leaders build better communities. Working in partnership with the 49 state municipal leagues, the NLC serves as a resource to and an advocate for the more than 19,000 cities, villages and towns it represents.

### ■ Why did the NLC select a single company to introduce these warranties?

The NLC recognized the need for these warranties and realized that there were economies of scale that could be achieved through the aggregation of potential homeowners that would result in a lower cost to the homeowner. They also realized that warranties are only as good as the company offering them and after a careful review of providers, it was determined that SLWA had the history and proven track record of providing the superior customer service required for this program.

### ■ Is SLWA a member of the Better Business Bureau?

Yes. SLWA has been a member of the Better Business Bureau since 2003 and they are very proud of their exemplary record. SLWA is also approved by the appropriate state regulatory body to operate in the states where it provides coverage.

### ■ What happens if Service Line Warranties of America goes out of business? What happens to money paid in premiums?

All of SLWA's contracts are month to month and SLWA must legally maintain adequate reserves to satisfy all claims filed. Furthermore, SLWA has filed an application and received state approval in all states in which it operates. Each state has different requirements to ensure consumer protection and SLWA is compliant in maintaining the legally required financial reserves in the form of bonds, funded cash reserves or other financial security depending on the jurisdiction's requirements. Should some unforeseeable event cause undue financial hardship on the company, the rules established by the various state agencies ensures that SLWA's customers are provided with adequate protection that their claims would be paid.

### ■ Where can I go to find out more about this program?

Please visit SLWA's website at [www.SLWofA.com](http://www.SLWofA.com) or call them directly at 1-866-922-9006.

## City Participation

### ■ Is this really a letter from the City?

Yes, the City worked with Service Line Warranties of America to make you aware of a program that could potentially save you a lot of money.

### ■ Why is my City sending this letter to me?

The National League of Cities recognized homeowner water/sewer line warranty services as something many homeowners have expressed an interest. It came to their attention that several state leagues had already endorsed and were already working with SLWA. For this reason, they carefully reviewed SLWA and determined Service Line Warranties of America to be the best option of those companies providing these types of warranties.

Your City Council simply wanted to share the results of the NLC research with its homeowners. So, letters were mailed out by SLWA for the sole purpose of providing program information. Homeowners who wish to learn more about this program or want to enroll are encouraged to contact SLWA directly at the number provided in your letter. Homeowners who are not interested in these services may disregard the letter entirely.

If you choose to enroll in this program, please do so with the understanding that your City in no way warrants or is liable for the work or performance of Service Line Warranties of America. We are only making you aware of the availability of this product since water and sewer line repairs can be very expensive.

■ **Why is the City endorsing this program?**

In these difficult economic times, the City felt it was important to educate residents that they are responsible for the service lines on their property and to also inform you that there was a program offered through a reputable company that could potentially save you a lot of money.

■ **Why is the City working with Service Line Warranties of America for this program?**

This program was brought to the City through an Enterprise Program of the National League of Cities administered by Service Line Warranties of America. SLWA was selected by the NLC because of their high customer service and quality ratings. SLWA has been in business for nearly 10 years and has an A+ rating from the Better Business Bureau. In addition, SLWA was also unanimously selected by the North Central Texas Council of Governments as a shared service provider after a careful review and full vetting by a panel of member cities.

■ **Did the City pay for this mailing?**

No. SLWA pays for all aspects of the program including marketing, customer service and repairs.

■ **Does anyone in my City have an ownership position in SLWA or benefit personally from this program?**

No. SLWA is independently owned and operated and no City official, employee or relative receives any personal compensation whatsoever. In other words, no one in your City is participating for personal gain.

■ **What is in this Program for the City?**

This program provides several benefits for the City. First, it educates residents of their service line responsibility. Secondly, SLWA only uses qualified local contractors so repair dollars stay within the community, which helps us all. Lastly, the City can be assured that all repairs are performed to code and that all appropriate permitting is pulled. This saves the City money because it encourages residents to report water and sewer leaks in a timely manner. Timely water line repairs conserve water and reduce water loss for the City. Timely sewer line repairs minimize wastewater pollution.

■ **Is the City receiving any compensation from SLWA?**

SLWA does offer the City itself compensation for allowing the use of the City seal on the letter. Why? The support of the City alerts residents of the legitimacy of the program resulting in more enrollments, which in turn allows SLWA to offer a lower price to the City's residents because of the increased participation.

■ **Is there a minimum participation necessary for a City to stay in the program?**

No, there is no minimum participation required.

## Marketing Letters

■ **A resident is upset because they did not receive the letter. Why didn't they?**

SLWA purchases a list of city homeowners based on the city boundary map from an independent list vendor, Infogroup. Infogroup is an active member of the Direct Marketing Association ("DMA") and adheres to all industry guidelines and government laws regarding responsible use and distribution of personal information. Therefore, the resident may have at one time requested they be placed on a "Do Not Solicit" list which both Infogroup and SLWA would have to honor. Conversely, the US post office enforces that each address be registered as deliverable – the resident may have fallen off the list during the USPS "cleansing" which occurs before the letter can be put in the mail.

■ **A resident is upset that the letter arrived in the name of their deceased spouse. Why did this happen?**

SLWA purchases a list of city homeowners based on the city boundary map from an independent list vendor, Infogroup. Chances are that the source files used by this vendor have not been updated yet to reflect this change. If the resident elects to enroll, all future correspondence from SLWA to the resident will be corrected. SLWA cannot legally submit the requested name change to the DMA, which is a national, nonprofit organization, due to privacy laws.

■ **A resident does not want to receive any solicitations. How can this be accomplished?**

Contacting SLWA at 1-866-922-9006 will ensure that SLWA will not contact this resident again (keep in mind however that if the request comes in before the 2nd letter is sent, the customer will in fact receive the second letter because there is not an opportunity to pull it from the post office). If the customer does not want to receive any solicitations from anyone ever again, they will need to go directly to the Direct Mail Association, which is a national, non-profit organization which keeps a national repository of "DNS" requests. Neither SLWA nor Infogroup is legally allowed to submit the residents name to the DMA due to privacy laws.

■ **What should a resident do if they want more information and did not get the letter?**

The resident can call SLWA directly at 1-866-922-9006 to request information or get a copy of the letter sent to them. They can also visit SLWA's website at [www.SLWofA.com](http://www.SLWofA.com) to view the details and enroll.

## Warranty Products

### Utility Line Responsibility

■ **Isn't my City or utility company responsible for my lines? If not, doesn't my Homeowner's Insurance cover this type of Repair?**

Typically no. Most homeowners are surprised to learn that they are responsible for the repair and replacement of their broken or leaking utility lines, and most homeowners policies will pay to repair the damage created by failed utility lines but not for the repair itself. We encourage you to call your insurance company to determine your actual coverage. If you live in a condominium or duplex dwelling, we encourage you to contact your homeowners association to determine if you need this coverage prior to enrollment.

■ **What part of my water or sewer line am I responsible for maintaining?**

Homeowner responsibility varies greatly across the U.S. In some areas, the utility is responsible for the sewer lateral that runs from the main line to the right-of-way, property line or sewer clean-out near the curb. In other areas, the utility is not responsible for any portion of the lateral line that runs beyond the main line. For water service lines, the utility generally only covers the portion of the line from the main to the curb stop valve or water meter at the edge of the property. Regardless of these local differences, SLWA will provide coverage for the portion of the service line for which you are responsible.

### Coverage

■ **What causes cracks, holes or leaks in utility lines?**

**Time:** Wear and tear over time. It can be that simple. Over time, fittings can fail, pipes can corrode and your house can shift and settle. A small crack or pinhole develops and leads to a leak. Next thing you know, your utility line has failed.

**Weather:** Freezing, thawing; rain, snow; each change of seasons brings with it a different challenge to your utility lines, and the potential for cracks and leaks.

**Landscaping:** We all admire the beauty of a landscape graced with trees and shrubbery, but tree roots are not friends of your utility lines. Wrapping themselves around your lines, they will eventually cause cracks, leaks and clogs.

■ **What items are included as part of the warranty?**

The external water and/or sewer line warranty covers the underground service line from the foundation of your home to the point where the line becomes the utility's responsibility. If any part of the line is broken and/or leaking, SLWA will repair or replace the line in order to restore the service (including clearing tree roots from the water or sewer line).

## ■ What items are excluded as part of the warranty?

The water line warranty does not cover the costs of repairs to the meter or meter vault nor does it cover branch lines to sprinklers, pools, hot tubs, etc. The sewer line warranty does not cover septic systems. The warranties are designed to ensure that the homeowner has utility service to the primary residence for purposes of drinking, cooking and cleaning. Repairs for damages caused by the homeowner, a third party, natural disaster, act of God or by other insurable causes are also not covered. Complete Terms and Conditions for your residence can be viewed by visiting [www.SLWofA.com](http://www.SLWofA.com). You will be asked to enter your zip code to ensure the correct version is displayed.

## ■ Does the warranty include the inside of the house?

No. The external water and sewer line warranties do not provide coverage for inside the house.

## ■ Who replaces landscaping if damaged?

SLWA will provide basic restoration to the site. This includes filling in the holes, mounding the trench (to allow for settling) and raking and seeding the affected area. Restoration does not include replacing trees or shrubs or repairing private paved/concrete surfaces.

## ■ Is soil movement due to ground shifting covered?

Yes, ground shifting is one of the major causes for water and sewer line breaks. If the line is broken and leaking, the repair is covered under the warranty.

## ■ Is tree root damage covered?

Yes, invasive tree roots are another major cause for water and sewer line failures. If the line is broken, leaking or clogged, the repair is covered under the warranty.

## ■ Will the company inspect the lines for residents?

While SLWA reserves the right to inspect lines for pre-existing conditions, they generally do not inspect lines for residents to look for leaks or other problems. SLWA responds to customers who report a claim for a line leak, clog or other failure from normal wear and tear.

## ■ When does my warranty start?

Coverage begins 30 days after enrollment unless otherwise noted through a promotional letter.

## ■ The Coverage Cap looks adequate but does SLWA have an annual or lifetime restriction on how much they will pay to repair?

No. Unlike some other warranties available, SLWA provides you with the full coverage per incident. They will pay up to your coverage amount each and every time you need them. SLWA does not deduct prior repair expenses from your coverage cap or limit the amount they will pay annually.

## ■ What are the event caps for the warranty? What are the annual caps per household?

Coverage caps listed in the Terms & Conditions are per occurrence as follows:

Water — \$4,000 plus an additional \$500 for public sidewalk cutting, if necessary

Sewer — \$4,000 plus an additional \$4,000 for public street cutting, if necessary

There are no annual or lifetime caps for coverage. Coverage is provided on a per incident basis and all work is warranted for one year. It has been SLWA's experience that these coverage caps will more than adequately provide coverage 99.9% of the time. In the rare instance that the repair is greater than the coverage provided, SLWA will work closely with the contractor to provide the homeowner the additional work at SLWA's discounted cost. **Please note – if your city has special coverage situations, please refer your citizens to the actual Terms & Conditions which can be found at [www.SLWofA.com](http://www.SLWofA.com).**

## ■ If more than \$4,000 is required for repairs or public street cutting, does the resident cover the cost?

In the rare case that the repair exceeds \$4,000 the resident will be responsible for the difference. SLWA works very closely

with its local contractors to avoid this situation and in the unlikely event this should occur, the customer enjoys pricing that would not otherwise be available from the contractor. **Please note – if your city has special coverage situations, please refer your citizens to the actual Terms & Conditions which can be found at [www.SLWofA.com](http://www.SLWofA.com).**

■ **I cannot find my Terms and Conditions. How can I get another copy?**

You may either call SLWA at 1-866-922-9006 to request another copy or visit [www.SLWofA.com](http://www.SLWofA.com) and follow the navigation prompts under “Manage Account” to log in. Once logged-in, select “View Terms & Conditions” from the home screen. The warranty product(s) that are active on your account will be displayed. Once you make your selection, your Terms & Conditions will display as a .pdf. You can print or save them at this time in addition to viewing them online.

### **Eligible Dwelling Types**

■ **Is the program just for residents, or can businesses participate?**

This program is only available for residential dwellings.

■ **I live in a condominium. Am I responsible for my water or sewer line?**

Please contact your homeowners association to determine if you are personally responsible for your water or sewer service line. If you are responsible and you have a single service line serving your dwelling, you are eligible to enroll. If you are served by a shared line, please contact SLWA at 1-866-922-9006 to determine eligibility.

■ **Can my condominium association enroll in this program?**

Yes. Because coverage issues can vary widely between associations, please call 1-866-922-9006 to speak with an employee who specializes in this custom coverage program.

### **Repairs**

■ **What do I do if I need a repair?**

Simply call SLWA’s 24-hour hotline number at 1-866-922-9006 to speak with one of their claim representatives. There are no forms or paperwork for you to complete. Once you report a claim, their contractor must call you within an hour to schedule an onsite visit, which typically occurs within 24 hours, but on a rare occasion could take as much as 48 hours - including holidays and weekends.

The vast majority of repairs are completed within 1–2 days of receiving the claim. Claims taking longer than a day are those which usually require utility line marking to prevent accidental damage to other lines on the property. At the completion of your repair, you will be sent a satisfaction survey. Results of these surveys are used to continually improve SLWA service levels and processes. SLWA has consistently enjoyed a 96% customer satisfaction rating (excellent and good categories).

■ **What codes will SLWA adhere to? The current code? The original code at the time of installation?**

If the line is broken and leaking, SLWA will repair or replace the leaking portion of the line according to the current code.

■ **Who will do the repair work?**

SLWA only employs qualified contractors from the local area who have the desire and ability to meet the high standards established by SLWA.

### **Contractors**

■ **How selective is SLWA when choosing contractors to conduct repairs?**

SLWA is very particular when it comes to selecting contractors into their network. SLWA’s objective is to provide the highest levels of customer service, and all SLWA contractors understand the importance of their role. SLWA works with local contractors that have both the desire and ability to meet their high customer service standards.

■ **How many plumbers is SLWA going to work with in my City?**

The number of plumbers depends on the number of households in the City. Generally, SLWA starts with a minimum of two contractors for the smallest cities, and adds one additional contractor for each 10,000 households of population.

## ■ What if the plumber does poor work?

SLWA screens local contractors to ensure that they have the desire and ability to meet the high standards established. All work is guaranteed for one year. Any work that fails to meet the warranty or quality standards will be re-performed by the contractor or another contractor at no cost to the homeowner.

## Billing

### ■ How will I be billed?

The choice is yours. SLWA can invoice you monthly, charge your card or deduct the monthly amount automatically from your checking account. You can make payments monthly or annually.

### ■ Is this a long-term commitment?

No. The contract is monthly and you may cancel your warranty at any time. If you have prepaid your contract and decide to cancel before the end of the term, you will be refunded the unused portion of your premium.

### ■ Am I able to pay my bill online?

Yes. Simply login to SLWA's website at [www.SLWofA.com](http://www.SLWofA.com) and follow the navigation prompts under "Manage Account" to log in. Once logged-in, if you have already received an invoice, you can go online to pay your bill. Select "Make a Payment" from the home screen. You can choose to pay by credit card or bank draft, and you can choose to make a onetime payment or set your account up for recurring charges or drafts. You will receive an electronic receipt in your email after your transaction is complete. If you have not yet received your first invoice but would like to prepay on your warranty service, please call Customer Service at 1-866-922-9006 to assist you.

### ■ Can I set up recurring payments online?

Yes. Please visit [www.SLWofA.com](http://www.SLWofA.com) and follow the navigation prompts under "Manage Account" to log in. Once logged-in, select "Update Payment Method" from the home screen. You will select the warranty products that you want to set up on a recurring payment method on the next screen. Follow the prompts to choose your new payment method (you can choose between Recurring Credit Card, Recurring Bank Account Withdrawal, and if you are already set up on a recurring payment method, you can also switch back to Invoice) and to provide the details on that payment method. You will receive an electronic receipt in your email after your transaction is complete.

## Additional Questions?

This document contains answers to the most commonly asked questions you may encounter regarding the National League of Cities Service Line Warranty Program introduction. However, rest assured that Utility Service Partners is available to assist you at any time. For assistance, simply call toll-free at 1-866-922-9006 or email us at [Partnerships@utilitysp.net](mailto:Partnerships@utilitysp.net) and we will be happy to help.

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
April 07, 2014  
7:30 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **PRESENTATIONS**

Presentation of Checks

Presentations to Outgoing Council Members

Swearing in of Council Members

- V. **PUBLIC PARTICIPATION**
- VI. **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 - March 3, 2014
- 2. Approve Claims Ordinance 2916
- 3. Authorize the Mayor to execute proclamations recognizing April as "Fair Housing Month", April 6-12 as "National Crime Victim's Rights Week", April 22 as "Earth Day" and April 25 as "Arbor Day"
- 4. Ratify the appointment of Jonathan Pruitt to the Prairie Village Tree Board filling an unexpired term to expire in April, 2017
- 5. Ratify the appointment of Casey Symonds and Jane Andrews to the Prairie Village JazzFest Committee
- 6. Ratify the appointment of Lauren Wolf to Ward III of the Parks and Recreation Committee with her term expiring in April 2015
- 7. Ratify appointments to the Prairie Village Planning Commission of James R. Breneman completing an unexpired term ending April 2016 and Lawrence H. Levy completing an unexpired term ending April 2015
- 8. Approve the proposed revisions to the City's Records Retention Schedule and Council Policy 036 "Records Management Program" with the proposed Prairie Village Police Department Retention Schedule
- 9. Approve VillageFest Contracts in the amount of \$8,407
- 10. Approve the agreement with Phil Jay for music and emcee services at the



- Mayor's Holiday Party on December 13, 2014 in the amount of \$625.00
11. Approve an agreement with Serenity Landscape Design LLC for Weed Abatement Services

**By Committee**

12. Adopt a City Council Policy establishing a procedure for selecting the President of the Council

**VII. MAYOR'S REPORT**

**VIII. COMMITTEE REPORTS**

**Council Committee of the Whole**

- COU2014-06 Consider Design Agreement with Affinis Corporation for the Design of the 2014 Paving Program, the 2014 CARS Project, the 2014 CDBG Project and the 2014 Drainage Repair Project
- COU2014-07 Consider Agreement with Larkin Aquatics for the Engineering Evaluation of the Prairie Village Aquatic Center

**Planning Commission**

- PC2014-01 Consider Amendments to Zoning Ordinance Chapters 19.28 and 19.52 regarding a Reapplication Waiting Period
- PC2014-02 Consider Request for Special Use Permit for the operation of a Montessori School at 7456 Cherokee Drive

**IX. STAFF REPORTS**

**X. OLD BUSINESS**

**XI. NEW BUSINESS**

**XII. EXECUTIVE SESSION**

**XIII. ANNOUNCEMENTS**

**XIV. ADJOURNMENT**

**If any individual requires special accommodations - for example, qualified interpreter, large print, reader, hearing assistance - in order to attend the meeting, please notify the City Clerk at 385-4616, no later than 48 hours prior to the beginning of the meeting.**

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

**CONSENT AGENDA**

**CITY OF PRAIRIE VILLAGE, KS**

**April 7, 2014**

**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
March 3, 2014**

The City Council of Prairie Village, Kansas, met in regular session on Monday, March 3, 2014 at 7:30 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas.

**ROLL CALL**

Mayor Ron Shaffer called the meeting to order and roll call was taken with the following Council members present: Ashley Weaver, Ruth Hopkins, Steve Noll, Andrew Wang, Charles Clark, Courtney McFadden, Ted Odell and David Belz.

Also present were: Wes Jordan, Chief of Police; Keith Bredehoeft, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Kate Gunja, Assistant City Administrator; Lisa Santa Maria, Finance Director; Danielle Dulin, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

Mayor Shaffer led those present in the Pledge of Allegiance.

**PUBLIC PARTICIPATION**

No one was present to address the Council.

**CONSENT AGENDA**

Charles Clark moved the approval of the Consent Agenda for Monday, March 3, 2014:

1. Approve Regular Council Meeting Minutes - February 3, 2014
2. Approve Claims Ordinance 2915
3. Approve the purchase of one 2014 Ford Taurus for \$22,500 for the Police Department Investigations vehicle.

A roll call vote was taken with the following members voting “aye”: Weaver, Hopkins, Noll, Wang, Clark, McFadden, Odell and Belz.

## **MAYOR’S REPORT**

Mayor Shaffer reported he represented the City at several events during the past weeks including the National Area Regional Council Conference in Washington, D.C., DARE graduations at Briarwood and St. Ann’s Schools, Northeast Mayors Meeting; Greater Kansas City Area Chamber Board Meeting, MARC Board meeting and the annual meeting of Heavy Constructors where he heard from one of the 20 surviving firemen from the 911 tower crash.

## **COMMITTEE REPORTS**

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

#### **COU2014-05 Consider approval of a contract with Kansas Heavy Construction, LLC for the 2014 Concrete Repair Program**

On behalf of the Council Committee of the Whole, Past Council President Charles Clark moved the City Council authorize the Mayor to sign the Construction Contract with Kansas Heavy Construction, LLC for Project CONC2014: 2014 Concrete Repair Program in the amount of \$700,000. The motion was seconded by Steve Noll and passed unanimously.

### **Sister City Committee**

Ted Odell asked about the status of our Sister City in Dolyna, Ukraine. Mayor Shaffer suggested he talk with Sister City Committee members. Some have had contact with individuals in Dolyna. He noted that he and some committee members had been invited to visit Dolyna later this year, but they will not be going due to the current unrest in the area.

## **STAFF REPORTS**

### **Public Safety**

- Chief Jordan reported on his recent meeting with the FBI Director while he was in the Kansas City area. He was complimented by the Director on the city's positive relationship with the FBI. The Director is visiting all field offices to get input from departments.
- The past weekend went well thanks to the Department's all-wheel drive vehicles.

### **Public Works**

- Keith Bredehoeft reported the Project Manager began work last Friday and the new Field Superintendent will begin next week. He will introduce both new staff members at a later meeting.
- The crews worked around the clock from Saturday through midnight Sunday evening.
- Staff is beginning its pool preparations for the 2014 season.

### **Administration**

- Kate Gunja announced that Cherokee Christian Church has been purchased by Global Montessori who will be appearing before the Planning Commission for a Special Use Permit tomorrow evening. The application will come before the Council in April.
- Staff researched the use of Exterior Grant funds by homeowners vs. remodelers over the past years. Of all the grants issued, only one grant was issued for a house flip and two were issued to rental properties.
- Today was the first day accepting Grant applications and by 1:30 p.m. 13 applications had been received. Ms Gunja stated staff has received questions regarding individuals applying for a second grant under the program. Ms. Wassmer stated she liked the current policy.
- The Planning Commission will be discussing RV regulations at their meeting. This is not a public hearing, but a discussion on possible revisions.
- Kate Gunja reported the Task Force for the Committee for All Ages is complete and she has had additional interest expressed by individuals wanting to participate. She is asking them to participate in the focus groups. Ms Wassmer stated she would like the demographic of the task force and would prefer all demographic ages be represented.
- Danielle Dulin reported that the Hen House at Prairie Village will not be expanding as originally planned. Starbucks has received their building permit for tenant finish on the new retail building and Mission Lane improvements will be started as soon as weather allows. They will use a three phase approach to minimize the disruption to traffic at the center.
- Mrs. Dulin presented an update on legislative matters.
- Danielle Dulin presented the proposed Code Enforcement Program and announced the hiring of a part-time code enforcement officer who was previously a police Sgt. with the city. Staff is looking at code enforcement statistics and from that data will prepare a prioritization of area and issues to be addressed.

- Staff reviewed several options for code enforcement and have selected “Comcate” which will provide a citizen portal and has GIS mapping capability and has smart phone capability.

Ted Odell noted that a full-time position was approved in the budget and asked if that would be considered. Mrs. Dulin responded that staff felt the part-time position, together with the new software, would improve efficiencies so it would not be required, but it remains an option if needed.

- Lisa Santa Maria reported on recent efforts at the Legislature for “Expanded Powers of Investment” noting the creation of SB422 which would allow agencies to invest for 2 year periods. There is a lot of support for the bill and she is optimistic regarding its passage.
- Mrs. Santa Maria distributed and reviewed the proposed 2015 budget calendar as well as the proposed 2015 on-line budget simulator.

Council members expressed concern that it be made clear that these items will be used by the Council for discussion only. Some of the dollar values listed on the simulator were questioned and will be investigated further before publishing it.

- Quinn Bennion reported that staff met with the Johnson County Appraiser. It was reported that with Prairie Village has an approximately 3% increase in overall property values. Property values throughout the county have improved especially for commercial and multi-family residential properties.
- Mr. Bennion noted the next regularly scheduled City Council meeting on March 17<sup>th</sup> is during “Spring Break” and surveyed the Council to determine who would be out of town.

## **OLD BUSINESS**

There was no Old Business to come before the City Council.

## **NEW BUSINESS**

There was no New Business to come before the City Council.

Mayor Shaffer noted the next item on the agenda is an executive session. He moved to the announcements and advised those present that no action would be taken

by the Governing Body following the executive session and that they were free to leave after announcements.

**ANNOUNCEMENTS**

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

Board of Zoning Appeals	03/04/2014	6:30 p.m.
Planning Commission	03/04/2014	7:00 p.m.
Tree Board	03/05/2014	6:00 p.m.
Sister City Committee	03/10/2014	7:00 p.m.
Parks & Recreation Committee	03/12/2014	7:00 p.m.
Council Committee of the Whole	03/17/2014	6:00 p.m.
City Council	03/17/2014	7:30 p.m.

=====

City Hall Day will be Wednesday, February 5, 2014 in Topeka, Kansas.

The Prairie Village Arts Council is pleased to present a photography exhibit by CPII as the March exhibit in the R. G. Endres Gallery. The artist reception will be on Friday, March 14<sup>th</sup> from 6:30 to 7:30 p.m.

Recreation sales begin Tuesday, April 1. Pool memberships purchased through April 30 will be discounted by \$10.

The City of Prairie Village, in conjunction with Deffenbaugh Industries, will hold a free compost pick-up on Saturday, April 5, 2014, for Prairie Village residents. Compost will be available starting at 8:00 a.m. in the parking lot next to the water tower (Santa Fe Trail Park, 7805 Delmar).

The 2014 annual large item pick up has been scheduled. Items from homes on 75th Street and north of 75th Street will be collected on Saturday, April 5. Items from homes south of 75th Street will be collected on Saturday, April 12.

**EXECUTIVE SESSION**

Charles Clark moved pursuant to KSA 75-4319 (b) (1) that the Governing Body recess into Executive Session in the Multi-Purpose Room for a period not to exceed 45 minutes for the purpose of consulting with the City Attorney on matters of pending

litigation. Present will be the Mayor, City Council, City Administrator, City Attorney and Chief of Police. The motion was seconded by Steve Noll and passed unanimously.

Mayor Shaffer reconvened the meeting at 8:50 p.m.

### **ADJOURNMENT**

With no further business to come before the City Council the meeting was adjourned at 8:51 p.m.

Joyce Hagen Mundy  
City Clerk

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**CITY TREASURER'S WARRANT REGISTER**

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

April 1, 2014

**Copy of Ordinance  
2916**

Ordinance Page No. \_\_\_\_

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	WARRANT NUMBER	AMOUNT	TOTAL
<b>EXPENDITURES:</b>			
Accounts Payable			
6925	3/4/2014	73,408.73	
6926-6931	3/7/2014	2,288.31	
6932-7026	3/14/2014	239,617.96	
7027-7029	3/21/2014	10,807.79	
7030-7121	3/28/2014	270,845.24	
Payroll Expenditures			
3/7/2014		249,636.41	
3/21/2014		247,682.70	
Electronic Payments			
Electronic Pmnts	3/7/2014	558.04	
Electronic Pmnts	3/11/2014	13,934.46	
Electronic Pmnts	3/13/2014	311.24	
Electronic Pmnts	3/14/2014	5,614.58	
Electronic Pmnts	3/18/2014	892.60	
Electronic Pmnts	3/25/2014	1,156.45	
Electronic Pmnts	3/26/2014	4,005.39	
Electronic Pmnts	3/28/2014	11,121.48	
Electronic Pmnts			
Electronic Pmnts			
<b>TOTAL EXPENDITURES:</b>			<b>1,131,881.38</b>
Voided Checks			
	Check #	( Amount )	
Johnson County Human Services	6986	(10,000.00)	
<b>TOTAL VOIDED CHECKS:</b>			<b>(10,000.00)</b>
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>1,121,881.38</b>

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

Passed this 7th day of April 2014.

Signed or Approved this 7th day of April 2014.

(SEAL)

ATTEST: \_\_\_\_\_

*City Treasurer*

*Mayor*



## ADMINISTRATION

Council Meeting Date: March 17, 2014

**Consent Agenda:** Consider Proclamations recognizing Fair Housing Month, National Crime Victims' Rights Week , Earth Day and Arbor Day

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### RECOMMENDATION

Recommend the City Council authorize the Mayor to execute proclamations recognizing April as "Fair Housing Month", April 6-12 as "National Crime Victim's Rights Week", April 22 as "Earth Day" and April 25 as "Arbor Day"

### BACKGROUND

The City has historically demonstrated its support of Arbor Day, Fair Housing, Earth Day and Crime Victims' rights through the issuance of proclamations.

### RELATION TO VILLAGE VISION

*CFS2.a Preserve and protect natural areas*

*HO1a Allow for a greater variety of housing types throughout Prairie Village*

### ATTACHMENTS

Arbor Day Proclamation - April 25, 2014

Fair Housing Month Proclamation- April 2014

Crime Victims' Rights Week Proclamation - April 6-12, 2014

Earth Day Proclamation - April 22, 2014

### PREPARED BY

Jeanne Koontz, Deputy City Clerk

March 10, 2014

# CITY OF PRAIRIE VILLAGE

## Arbor Day 2014

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, trees can reduce the erosion of our precious topsoil by the wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, I, Ronald L. Shaffer, Mayor of Prairie Village, Kansas, do hereby proclaim **April 25, 2014** as

## Arbor Day

In the City of Prairie Village, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

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**Mayor Ronald L. Shaffer**

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**City Clerk**

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**Date**

# CITY OF PRAIRIE VILLAGE

**WHEREAS**, for the second time in nearly two decades, violent crime reported to police in America increased five percent between 2011 and 2012; and

**WHEREAS**, only 44 percent of violent crimes were reported to police, and only eight percent of crime victims received assistance from victim service agencies; and

**WHEREAS**, victims and survivors of crime across America need and deserve support and assistance to help them cope with the short- and long-term consequences of crime; and

**WHEREAS**, National Crime Victims' Rights Week – April 6 to 12, 2014 – is an important time to have a national dialogue about strategies for “restoring the balance of justice;” and

**WHEREAS**, the *Victims of Crime Act of 1984* (VOCA) has resulted in a total of \$18.9 billion in *nontaxpayer money* derived from fines and fees from convicted Federal offenders to support crime victim services; and

**WHEREAS**, our national commitment to support critical services for crime victims through VOCA, the *Violence Against Women Act*, and other Federal funding; and our state's commitment to crime victim assistance have had a profound and positive impact on balancing the scales of justice for those harmed by crime; and

**WHEREAS**, “Restoring the Balance of Justice” requires a collective understanding of the devastating emotional, physical, financial, spiritual and social impact of crime on victims and survivors, and a national commitment to provide support and services to victims in need of help; and

**WHEREAS**, the impact of crime on victims resonates through neighborhoods, schools, and communities and demands national attention to crime prevention, victim assistance and public safety; and

**WHEREAS**, victims and survivors of crime can gain strength from the wide range of supportive services offered by over 10,000 community- and justice system-based programs, and the more than 32,000 Federal and state statutes that define and protect their rights; and

**WHEREAS**, we join together during Crime Victims' Rights Week to recognize the significant accomplishments of our Nation's victim assistance field, and recommit our collective energies to “restoring the balance of justice” in America and around the world;

**THEREFORE, be it resolved that I, Ronald L. Shaffer**, Mayor of Prairie Village, Kansas proclaim the week of April 6 - 12, 2014 to be;

## **‘National Crime Victims’ Rights Week’**

And reaffirm this City's commitment to respect and enforce victims' rights and address their needs during *National Crime Victims' Rights Week* and throughout the year; and express our appreciation for those victims and crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community.

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**Mayor Ronald L. Shaffer**

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**City Clerk**

---

**Date**



# CITY OF PRAIRIE VILLAGE PROCLAMATION

**EARTH DAY  
April 22, 2014**

**WHEREAS**, Earth Day was first designated by San Francisco on March 21, 1970; and was later proclaimed by the United Nations to be an annual observance; and

**WHEREAS**, as inhabitants of this Earth, we need to celebrate our global unity and destiny; recognizing each person's right to the use of this global home and at the same time his equal responsibility to preserve and improve the Earth and quality of life thereon; and

**WHEREAS**, Earth Day calls upon all persons to take action to protect our earth and its resources.

**WHEREAS**, participating in Earth Day activities is one way citizens can help raise awareness about the need to reduce waste, protect our air and waterways and replenish our depleted natural resources; and

**WHEREAS**, the Prairie Village Environment/Recycle Committee in conjunction with the Shawnee Mission East Environment Club have joined forces to sponsor an "Earth Fair" on Saturday, April 12<sup>th</sup> to educate, inform and provide opportunities for citizens to take action to preserve our earth and its resources.

**NOW, THEREFORE, I, Ronald L. Shaffer**, Mayor of the City of Prairie Village, in special recognition of our commitment to this earth, do hereby proclaim

**April 22, 2014 as Earth Day in Prairie Village**

And strongly urge all citizens to take action to preserve and protect our earth.

\_\_\_\_\_  
**Mayor Ronald L. Shaffer**

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

\_\_\_\_\_  
**Date**



# CITY OF PRAIRIE VILLAGE

**WHEREAS**, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and

**WHEREAS**, the City of Prairie Village is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and

**WHEREAS**, the Fair Housing groups and the U. S. Department of Housing & Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved upon investigation to be violations of the fair housing laws; and

**WHEREAS**, equal housing opportunity is a condition of life in our City that can and should be achieved,

On this 17<sup>th</sup> day of March, 2014, I, Ronald L. Shaffer, Mayor of the City of Prairie Village on behalf of its citizens, do hereby proclaim the month of APRIL as

## **‘FAIR HOUSING MONTH’**

and express the hope that this year’s observance will promote fair housing practices throughout our City.

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**Mayor Ronald L. Shaffer**

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**City Clerk**

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**Date**



**MAYOR**

**Council Meeting Date: April 7, 2014  
CONSENT AGENDA**

**Consider Appointment to Prairie Village Tree Board**

**RECOMMENDATION**

Mayor Shaffer requests Council ratification of the appointment of Jonathan Pruitt to the Prairie Village Tree Board filing an unexpired term to expire in April, 2017.

**BACKGROUND**

Jonathan Pruitt is particularly interested in preserving Prairie Village trees. His volunteer application is attached. Ratification of his appointment will be included on the Consent Agenda.

**RELATION TO VILLAGE VISION**

*CC3 Diversity*

*CC3a Cultivate an environment that celebrates diversity.*

**PREPARED BY**

Joyce Hagen Mundy  
City Clerk

Date: April 1, 2014



City of Prairie Village  
APPLICATION TO VOLUNTEER

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

Name JONATHAN PRUITT Spouse's Name CHRISTINA  
Address 6801 EL MONTE ST., P.O. KS Zip 66208 Ward 1  
Telephone Home [REDACTED] Work " Fax N/A  
E-mail [REDACTED] Other Number(s) \_\_\_\_\_  
Business Affiliation PERCEPTIVE SOFTWARE  
Business Address 22701 W. 68TH TERRACE, SHAWNEE, KS 66226  
What Committee(s) interests you? TREE BOARD

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

At work, I lead the Interaction Design team for Perceptive Software, which is part of our user Experience group. We design software that brings together form and function. I love trees and I offer the tree board this same approach - promoting the beauty of cultivated tree specimens while recognizing and protecting the utility and benefit they give us all.

Thank you for your interest in serving our community





MAYOR

Council Meeting Date: April 7, 2014  
CONSENT AGENDA

### Consider Appointment to JazzFest Committee

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#### **RECOMMENDATION**

Mayor Shaffer requests Council ratification of the appointment of Casey Symonds and Jane Andrews to the Prairie Village JazzFest Committee.

#### **BACKGROUND**

Casey Symonds is a Prairie Village resident who has serviced as in-house counsel for the Uptown Theater bringing a strong background in the music industry. Jane Andrews is a retired professor of music that has led and toured with several jazz and concert choirs. Both individuals bring new blood and expertise to the committee. Ratification of their appointments will be included on the Consent Agenda.

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

##### *CC2 Community Arts*

*CC2a Expand community arts programy.*

##### *CC3 Diversity*

*CC3a Cultivate an environment that celebrates diversity.*

#### **PREPARED BY**

Joyce Hagen Mundy  
City Clerk

Date: April 1, 2014



City of Prairie Village

APPLICATION TO VOLUNTEER

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

Name CASEY J. SYMONDS Spouse's Name SUMMER  
Address 8209 ROE AVE Zip 66208 Ward \_\_\_\_\_  
Telephone: Home ~~(913) 381-7470~~ Work ~~(913) 317-1818~~ Fax ~~(913) 317-1811~~  
E-mail ~~casey@kellysymonds.com~~ Other Number(s): ~~(913) 317-1811~~  
Business Affiliation KELLY, SYMONDS & REED, LLC - Attorneys at Law  
Business Address 114 SW 3<sup>RD</sup> ST., LEE'S SUMMIT, MO 64063  
What Committee(s) interests you? JAZZ FESTIVAL, PARKS & REC, Planning/Zoning Appeal

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

My wife, 2 small children & I moved to 8209 ROE on 10/1/13 and are already in love with our new community. We want to volunteer to become more acquainted with our neighborhood & neighbors. I am currently a partner at a law firm in Lee's Summit MO, practicing in Criminal Defense & civil litigation. I formerly was in-house counsel for The Uptown Theater so I am very familiar with the music industry. I've also represented multiple property managers & landlords so I am very well-versed in housing code/Planning/Zoning/Appeal issues.

Thank you for your interest in serving our community.



City of Prairie Village

APPLICATION TO VOLUNTEER

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

Name Dr Jane E. Andrews Spouse's Name Fred

Address 4826 W 77 Ten Zip 66208 Ward \_\_\_\_\_

Telephone: Home [redacted] Cell [redacted] Work [redacted] Fax \_\_\_\_\_

E-mail [redacted] Other Number(s): \_\_\_\_\_

Business Affiliation \_\_\_\_\_

Business Address \_\_\_\_\_

What Committee(s) interests you? Arts Council & Jazz Fest

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

Professor of Music - Retired from Wartburg College  
40 yrs in Arts Ed. - Pre school through Sr. Citizen  
Touring Jazz & Concert Choirs

Thank you for your interest in serving our community.



**MAYOR**

**Council Meeting Date: April 7, 2014**

**CONSENT AGENDA:        CONSIDER APPOINTMENT TO THE PARKS &  
   RECREATION COMMITTEE**

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**RECOMMENDATION**

Ratify the Mayor's appointment of Lauren Wolf to Ward III of the Parks & Recreation Committee with her term expiring in April 2015.

**BACKGROUND**

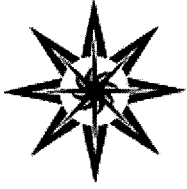
Mayor Shaffer is pleased to place before you the appointment of Lauren Wolf to the Parks & Recreation Committee. Her volunteer application is attached.

**ATTACHMENTS**

1. Volunteer Application

**PREPARED BY**

Jeanne Koontz, Deputy City Clerk/Public Information Officer  
April 3, 2014



**City of Prairie Village  
APPLICATION TO VOLUNTEER**

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

Name Lauren Wolf Spouse's Name \_\_\_\_\_  
Address 2100 W. 72nd Street Zip 66208 Ward 3  
Telephone: Home [REDACTED] Work [REDACTED] Fax [REDACTED]  
E-mail [REDACTED] Other Number(s): \_\_\_\_\_  
Business Affiliation Stevie Siegel Hanson LLP  
Business Address 460 Nichols Rd, suite 200, Kansas City, Missouri 64112  
What Committee(s) interests you? Parks & Recreation

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

I have previously worked with the local government in Paducah, Kentucky on greenway and sidewalk projects. I have enjoyed meeting with current Parks & Recreation members, and I have a great deal of interest in helping Prairie Village continue to grow and thrive. Our parks and recreation services and activities are great, and I want to work to keep them strong and help improve where we need to.

Thank you for your interest in serving our community.



MAYOR

Council Meeting Date: April 7, 2014  
CONSENT AGENDA

**Consider Appointments to Planning Commission**

**RECOMMENDATION**

Mayor Shaffer requests Council ratification of the appointment of James R. Breneman completing an unexpired term ending April, 2016 and Lawrence H. Levy completing an unexpired term ending April, 2015 to the Prairie Village Planning Commission.

**BACKGROUND**

Mayor Shaffer interviewed candidates after the review of several volunteer applications from individuals interested in serving on the Planning Commission. James Breneman, a Prairie Village resident, with a Bachelor of Architecture and Masters of Regional Planning degrees from K-State brings extensive background both professionally and through his service within the community. Lawrence Levy, a Prairie Village resident, brings extensive background in both residential and commercial development and renovations. He brings a contractor's perspective to the Commission.

**PREPARED BY**

Joyce Hagen Mundy  
City Clerk

Date: April 3, 2014



## City of Prairie Village

### APPLICATION TO VOLUNTEER

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

Name JAMES R. BRENNEMAN Spouse's Name PEGGE

Address 5104 W. 84 TERRACE Zip 66207 Ward 5

Telephone: Home [REDACTED] Work \_\_\_\_\_ Fax \_\_\_\_\_

E-mail [REDACTED] Other Number(s): \_\_\_\_\_

Business Affiliation HW LOCHNER (SEMI-RETIRED)

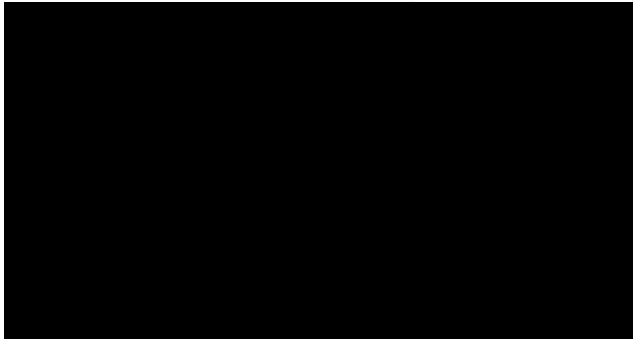
Business Address 913 E. 104<sup>TH</sup>, SUITE 800, KANSAS CITY, MO 64121

What Committee(s) interests you? PLANNING COMMISSION

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

*I am a licensed architect with Bachelor of Architecture and Master of Regional Planning degrees from Kansas State. I have lived in Prairie Village and practiced architecture since my return from the Air Force in 1970. My career has included a wide range of projects in 30 states and 4 foreign countries. I have been a member of the Prairie Village Community Standards Committee, president of the Wall Avenue Gardens Home Association, chairman of the AIA Construction Industry Affairs Council and a local Cub Scout Packmaster. I am active in Countryside Christian Church and volunteer with AARP. I would hope my experience would be helpful to the Planning Commission.*

Thank you for your interest in serving our community.



City of Prairie Village  
APPLICATION TO VOLUNTEER

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

Name Lawrence (Larry) H. Levy Spouse's Name Martha (MARTI)

Address 6521 Granada Dr., PRAIRIE Village, KS Zip 66208 Ward \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work Same as home Fax Second line #

E-mail \_\_\_\_\_ Other Number(s): \_\_\_\_\_

Business Affiliation IBG Companies, LLC.

Business Address Same as my Residence

What Committee(s) interests you? Planning Commission

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

Approx. 1975/1976 OBTAIN both Real Estate Brokers license in KS + MO  
which I still hold. In approximately 1977 started building upper  
bracket homes like Mission Hills, S-KC, PRAIRIE Village, Leeward ETC.  
Have done both residential & commercial developments.\* Have been  
involved with both residential and commercial renovations.  
WORKED and Developing 19 Home Retirement Community in Lawrence,  
Kansas through zoning + Acquisition of Land (didn't get built because  
of Financing. I have work CDC's in KC for Affordable  
Housing, Built step centers, Tenant Finishes ETC.

Thank you for your interest in serving our community.





## CITY CLERK DEPARTMENT

Council Meeting Date: April 7, 2014  
CONSENT AGENDA

### Consider Amendment to Records Retention Schedule

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#### **RECOMMENDATION**

Recommend the City Council adopt the proposed revisions to the City's Records Retention Schedule and Council Policy 036 "Records Management Program" with the proposed Prairie Village Police Department Retention Schedule.

#### **BACKGROUND**

In 2002 the City adopted Council Policy 036 establishing a records management program and corresponding records retention schedule. The records retention schedules are created in conjunction with the individual City Departments based on their records inventory, the value of the record, accepted records retention standards and required federal and stated retention rulings and are reviewed periodically.

The Police Department reviewed their schedule based on changes to statutes and practices. The City Attorney has reviewed the proposed revisions to the retention schedule and found them to be in compliance with state, federal and employment regulations.

#### **ATTACHMENTS**

Proposed Revisions to City of Prairie Village Records Retention Schedule

#### **PREPARED BY**

Joyce Hagen Mundy  
City Clerk

April 1, 2014

PRAIRIE VILLAGE POLICE DEPARTMENT Retention Schedule	Retention Period in Years	
<b>ADMINISTRATION</b>		
Administrative Staff Meeting Agendas and Minutes	5 years	
Agreements/Contracts	termination + 5 years	
Annual Report	permanent	
Biased-Based Policing Reports/Officer Stop Data	5 years	
Bid Records	5 years	
Bloodborne Pathogens Exposure Summary - Annual	permanent	
Budget (Prairie Village and Mission Hills)	permanent	
Budget Preparation Materials (for both Prairie Village and Mission Hills)	5 years	
Chemical Irritant – List of Employees Issued	current	
Chemical Irritant (OC Spray) Use Report	5 years	
Chemical Irritant Use –Supervisory Review		
Chemical Irritant Use –Command Review		
Chemical Irritant Use Summary - Annual	permanent	
Citizen Surveys	permanent	
Code of Ethics – Department Personnel File	current	to HR upon separation
Complaint Control Reports (CCR)	5 years	
Complaint Documents – General		
Crime Summaries – Monthly/Quarterly/Annual	permanent	
Critical Incident – Response Plan	permanent	
Critical Incident – After Action Report		
Department Goals and Objectives – Annual	permanent	
Department Goals and Objectives – Six-Month Update	5 years	
Disciplinary Warning/Action Reports	current	to HR upon separation
Dismissal Notices		
Diversionary Device (Flash Bang) Use Report	5 years	
Diversionary Device Use Review		
Diversionary Device Use Summary - Annual	permanent	
Electronic Control Device (Taser) Use Report	5 years	
Electronic Control Device Use Review		
Electronic Control Device Use Summary - Annual	permanent	
Employee Background Investigations Packets	current	to HR upon separation
Equipment Records	life of equipment	
Federal Equitable Sharing Reports	permanent	
Firearms – Secondary Weapon Request/Waiver	retained during qualified period	
Fleet Accident Reports	5 years	
Fleet Accident – Supervisory Review		
Fleet Accident – Annual Report	permanent	
Forfeiture Account Records	permanent	
Grant Files – Federal	current	permanent
Grievances – Written Notices	5 years	
Grievances – Appeals		
Grievances – Annual Analysis	permanent	
Hepatitis A/B Vaccine Waiver	current	to HR upon separation
Internal Affairs Reports	5 years	

Internal Affairs Summary - Annual	permanent	
Intoxilyzer – Repair Logs	3 years minimum	
Intoxilyzer – Solution Tests		
Intoxilyzer – Quarterly Reports		
Job Descriptions	until superseded + 3 years	
Job Task Analysis	current	10 years
Lateral Transfer Process Documents	5 years	
Lawsuit Documents – Closed	permanent	
Lawsuit Documents – Current/Pending	current	
Legal Documents and Legal Opinions	permanent	
Major Intersection Accident Summary – Annual	permanent	
Medical Evaluations/Drug Tests – Job Applicants	current	to HR upon separation
Negotiation Team Forms	5 years	
Negotiation Team – After Action Report		
Oath of Office – Department Personnel File	current	to HR upon separation
Officer Involved Shooting – Final Reports	permanent	
On-the-Job Injury Report	to HR with Worker's Comp forms	
Parked Vehicle Accidents – Annual Summary	permanent	
Patrol Dynamic Entry – Forms/Annexes/Checklists	5 years	
Patrol Dynamic Entry – After Action Report		
Performance Evaluations	current	to HR upon separation
Performance Evaluation Appeals		
Performance Evaluations – Probationary Employees		
Personnel Files		
Plans of Action – Monthly	5 years	
Policy Manuals	2 years	
Press Releases	permanent	
Promotional Process Records	10 years	
Property Room Audits – Semiannual (2)	5 years	
Property Room Audit - Unannounced Annual		
Property Room Audit - Annual	permanent	
Psychologicals – Current Employees	current	to HR upon separation
Psychologicals – Non-Hires	3 years	
Retiree Range Contract and Qualification Waiver	1 year	
Retiree Range Liability Waiver		
Retiree Range Record of Qualification		
School Crossing Guard Review – Annual	permanent	
Siren Test Log	permanent	
Tactical Operations – Plan	5 years	
Tactical Operations – After Action Report		
Traffic Safety Study	permanent	
Tire Deflation (Stop Stick) Discharge Report	5 years	
Tire Deflation - After Action Report		
Tire Deflation Use Summary - Annual	permanent	
Use of Force Report	5 years	
Use of Force Reviews – Supervisors		
Use of Force Reviews – Division Commanders		
Use of Force Summary – Annual	permanent	

Vehicular Pursuit Reports – Supervisors	5 years	
Vehicular Pursuit Reports - Division Commanders	5 years	
Vehicular Pursuit Analysis/Review – Annual	permanent	
<b>COMMUNITY SERVICES OFFICERS (ANIMAL CONTROL)</b>		
Chemical Immobilization Use (on Animals)	5 years	
Drug Log – drugs received, dispensed, destroyed, discarded	5 years	
Drug Log – Used on Animals	5 years	
<b>CRITICAL INCIDENT RESPONSE TEAM (CIRT)</b>		
Tactical Operations Plan	5 years	
Tactical Operations After-Action Report	5 years	
<b>INVESTIGATIONS</b>		
Crime Bulletins	until no longer useful	
Detention Log in Property Room	permanent	
FIFs	until no longer useful	
Investigations Staff Meeting Agendas	5 years	
Weekly Intake Inspection	2 years	
<b>PATROL</b>		
Bean Bag Discharge Report	5 years	
Firearms Discharge Report	5 years	
Firearms – Maintenance and Repair Records	life of equipment	
Operational Readiness Checklist	1 year	
VIP Protection/Security Detail – Action Plans and After Action Reports	until no longer useful	
<b>PROFESSIONAL STANDARDS</b>		
Background Investigations – Job Applicants	to HR upon separation	
Chemical Irritant (OC Spray) – list of officers issued	training file	separation +2 years
Equipment – Issued to Employees		
Field Training Manual – Completed		
Hiring Processes	3 years	
Job Application Status/Rejections		
Job Applicant Eligibility List		
Job Applicant Medical Evaluation/Drug Testing		
Job Information Packets		
Lesson Plans	current or until superseded	
Roll Call Training Notices	training file	separation +2 years
Training Files	separation +2 years	
Training Critiques	until no longer useful	
Training Hours	separation +2 years	
Training Plan - Annual	permanent	
Training Requests	until no longer useful	
Use of Force/Firearms Written Directives Training Exams (annual)	training file	separation +2 years
Weapons Assignment Form	training file	

<b>SPECIAL INVESTIGATIONS UNIT</b>	
SIU Buy Fund Ledger/Requests/Reports	5 years
SIU Confidential Informant (CI) Files	until no longer useful
SIU Intelligence/Complaint Files	5 years
SIU Operational Plans	5 years
<b>STAFF SERVICES</b>	
Annual Audit of Records Unit	permanent
Forms Inquiry – Annual Review	1 year
Key Master Log	until no longer useful
Ride- Along Applications/Waivers	1 year
Supply Requisitions	2 years
Storm Warning Notifications – Weather Checklist	1 year
Towed Vehicles Log	5 years
Visitor Logs	until no longer useful
<b>TRAFFIC UNIT</b>	
Traffic Surveys/Studies	until no longer useful
<b>ACCIDENT REPORTS</b>	
<b>KSA 75-3504</b>	
Case Files – Accidents	5 years minimum
Diagrams of Accident and Disaster Scenes	
Motor Vehicle Accident Location Maps	
Motor Vehicle Accident Report Summaries	
Motor Vehicle Accidents, Film Indexes	
Motor Vehicle Accidents, Indexes to	
Motor Vehicle Accidents, Information Exchange Forms	
Non-Reportable Accident Forms	
<b>KSA 8-1601, et seq</b>	
Motor Vehicle Accident Reports	5 years minimum
<b>ARREST RECORDS</b>	
<b>KSA 75-3504</b>	
Booking Records	misdemeanors – 5 years minimum felonies – 20 years minimum
Criminal History Clearance Letters	
Criminal History Request Logs	
Fingerprint Records	20 years minimum
Photographs – Mug Shots – Felonies	
Photographs – Mug Shots – Misdemeanors	5 years minimum
<b>KAR 10-14-1</b>	
Logs for Disseminations of Criminal History Record Information	misdemeanors – 5 years minimum felonies – 20 years minimum

CASE FILES		
Case Files – Extraditions	20 years minimum after statute of limitations 80 years for murder cases permanent for unsolved murder cases	
Case Files – Felonies		
Case Files – Fugitives – Felonies		
Case Files – Fugitives – Misdemeanors		
Case Files – Juveniles – Felonies		
Case Files – Juveniles - Misdemeanors		
Case Files – Mental Illness		
Case Files – Misdemeanors		
Laboratory Reports – Felonies		
Laboratory Reports – All Others		
FIFs – Felonies		5 years or until no longer useful
FIFs – Misdemeanors		
Offense Information Cards		20 years minimum after statute of limitations 80 years for murder cases permanent for unsolved murder cases
Offense Report and Field Contact Forms from Other Counties (copies of)		
Offense Reports – Felonies		
Offense Reports – Misdemeanors		
Reports from Other Law Enforcement Agencies – Felonies		
Reports from Other Law Enforcement Agencies – All Others		
Photographs – Crime Scenes and Evidence (negatives, prints, slides and films)		
Statements of Witnesses and Victims – Felonies		
Statements of Witnesses and Victims – All Others		
Voluntary Statements – Felonies		
Voluntary Statements – All Others		
Daily Log Sheets	2 years	
INCIDENT REPORTS		
Incident Reports – Felonies	3 years minimum	
Incident Reports – Misdemeanors or Non-Criminal		
NATIONAL CRIMINAL INFORMATION CENTER RECORDS		
National Crime Information Center (NCIC) Report Forms (copies of)	until case is terminated	
PROCESS LOG		
Affidavits/Search Warrants (copies of) – Felonies	5 years minimum after close	
Affidavits/Search Warrants (copies of) – All Others		
SALES DOCUMENTS		
Sale of Seized Assets or Evidence Room/Property Disposals	5 fiscal years minimum	
OTHER		
Coroner's Reports	permanent	
Grants for Police Equipment	5 years after termination and after federal audit requirements are met	

Juvenile Reports	permanent
Liability Waivers	2 years
Missing Persons Reports	permanent
Notices of Hearings on Drivers' License Suspensions or Revocations	2 years
Personal Property of Jail Prisoners (documents concerning)	until case is terminated
Records Ordered Sealed by a Court	until ordered by court to be destroyed
Recovered Property Records	5 years after disposition
Runaway Report Forms	permanent
Sex Offenders Registers	until offender is no longer required to register
<b>KSA 21-6614</b>	
Expunged Conviction Records – Felonies	permanent
Expunged Conviction Records – Misdemeanors	5 years



## VILLAGEFEST COMMITTEE

Council Meeting Date: April 7, 2014

**CONSENT AGENDA: Consider Approval of VillageFest Contracts**

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### RECOMMENDATION

Staff recommends the City Council approve the following contracts for VillageFest 2014 in the amount of \$8,407.

Hiccup Productions	Jim Cosgrove, Funky Mama and Sound System
Chris Cakes	Pancake Breakfast
Giggles n Jiggles	Human Hamster Balls
A-Z Exotic Animal Entertainment	Petting Zoo and Pony Rides
American Waste Systems, Inc	Main Stage
Fun Services of Kansas City	Mechanical Bull, Nuclear Meltdown, Trackless Train

### FUNDING SOURCE

01-06-41-6014-005 - VillageFest

### ATTACHMENTS

1. Contracts

### PREPARED BY

Jeanne Koontz, Deputy City Clerk/Public Information Officer  
April 2, 2014



**ENTERTAINMENT/ VENDOR AGREEMENT  
2014**

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this   1   day of   April  , 2014, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Hiccup Productions, Inc., (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2014; 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:  
Covered Stage – 24 x 16
2. Type of Service Provided: the Vendor agrees to provide the following services:  
  
Jim "Mr. Stinky Feet" Cosgrove & The Hiccups!  
Funky Mama  
Mark Thies, Sound System
3. Hours of Operation: The Vendor shall provide services to the general public from on July 4, 2014 as follows:  
Funky Mama: 9:00 am – 9:30 am  
Jim Cosgrove: 10:00 am – 11:00 am  
Mark Thies/sound system: 9:00 am – 1:00 pm
4. Access to Facilities:
  - a. Vendor shall have access to Vendor's location for set-up on July 4, 2014 from 6:30 a.m. to 8:30 a.m. and for breakdown after 1:00 pm. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
  - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, and required set V up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$2,300.00 to be paid on or before July 4, 2014 unless the event is canceled as provided in Section 6 of this agreement.  
*Payable to Hiccup Productions, Inc.*
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
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 VillageFest and at the conclusion of business and conclusion of the VillageFest. 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. Vendor shall indemnify and hold harmless the City and its agents and employees from and against 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 to 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 VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. 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.

- 4
- 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 combines 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 certificate shall be provided to City on or before June 23, 2014.**
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 VillageFest.
  - 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 VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **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: \_\_\_\_\_  
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

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

ATTEST:

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

**VENDOR**

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

Jeni Cosgrove  
\_\_\_\_\_  
(typed name)

Booking Agent  
\_\_\_\_\_  
(typed title)

Hiccup Productions  
\_\_\_\_\_  
(typed company name)

PO BOX 8156  
\_\_\_\_\_  
(typed address)

PV KS 66208  
\_\_\_\_\_  
(typed city, state, zip)

913-219-4815  
\_\_\_\_\_  
(typed telephone number)

4/1/14  
\_\_\_\_\_  
(date of execution)

APPROVED BY:

\_\_\_\_\_  
City Attorney, Catherine P. Logan

**FOOD SERVICE AGREEMENT**  
**VillageFest 2014**

**THIS FOOD SERVICE AGREEMENT** is made and entered into by and between the City of Prairie Village, Kansas, a municipal corporation, hereinafter referred to as ("City") and Chris Cakes, hereinafter referred to as ("Vendor").

**WHEREAS**, City is sponsoring a 4th of July celebration within the City limits of Prairie Village, Kansas, for enjoyment of the general public, which event is entitled to "VillageFest 2014" (hereinafter "VillageFest") and

**WHEREAS**, the festivities of VillageFest shall include the sale to the general public of food items; and

**WHEREAS**, City is desirous of providing booth space to Vendor during VillageFest and further desires to ensure that services provided to the general public during VillageFest are of the appropriate quality.

**NOW THEREFORE**, in consideration of the mutual benefits to the parties, it is hereby agreed as follows:

**ARTICLE 1**

**Scope, Duties and Hours of Operation**

1.1 Vendor shall have the right to sell food items as supplied by Vendor from a food booth ("Vendor's Booth") located on the site of the VillageFest 2014, the location of which shall be determined by City.

1.2 The dates and hours of operation that Vendor may operate are as follows:  
Date: July 4, 2014. Hours: Set up between 6:30 and 8:30 a.m.; Hours of Operation from 9:00 am until 1:00 pm; Breakdown after 1:00 p.m.

**ARTICLE 2**

**Financial Risk**

2.1 Vendor acknowledges and agrees that City's prime objective in entering into this Agreement is to ensure the availability of quality food items at a reasonable cost to VillageFest patrons. City has made no representation or warranty to Vendor to the effect that Vendor's participation in the VillageFest will be profitable for Vendor. Vendor acknowledges and agrees that its participation in VillageFest is a demanding business opportunity that involves risk and requires considerable manpower and organizational leadership and further acknowledges that there is the potential for substantial loss. Vendor further acknowledges and agrees to accept sole responsibility for protecting itself against any and all forms or types of loss.

**ARTICLE 3**  
**Rental Fee**

3.1 Vendor shall pay to City on or before June 23, 2014, a non-refundable rental fee of \$175.00. Included with submission of the rental fee shall be an executed Food Service Agreement and a Proposal Sheet that shall set forth the food items and cost of said food items that Vendor desires to sell to the general public during VillageFest.

**ARTICLE 4**  
**Signage**

4.1 Vendor shall provide signage for Vendor's Booth that shall legibly state organization or restaurant name, menu and prices. Signage is to be of professional quality and shall be subject to City's approval.

**ARTICLE 5**  
**Equipment Provided by Vendor**

5.1 Vendor shall be responsible for providing all tables, chairs and equipment utilized by Vendor to serve food items to the general public. **Vendor shall also be responsible for providing its own power source, i.e. a power generator.**

**ARTICLE 6**  
**Sanitary Condition of Vendor's Booth**

6.1 Vendor shall maintain Vendor's Booth and all surrounding operating area in a neat, clean and sanitary condition and in good order and repair, free and clear of all litter, debris and rubbish at all times. Vendor shall be responsible for the cleanup of Vendor's Booth on an ongoing basis during the VillageFest, at the conclusion of business and at the conclusion of VillageFest. Vendor's cleanliness responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate Vendor's Booth if Vendor fails to maintain clean and sanitary conditions in and around Vendor's Booth during the term of this Agreement.

**ARTICLE 7**  
**Security and Risk of Loss**

7.1 Vendor is responsible for all items of personal property and/or inventory owned and/or utilized by Vendor throughout the term of this Agreement, including, but not limited to, those items left in and around Vendor's Booth during and after the hours of operation and at the conclusion of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of food items, equipment, cash and other items belonging to or in the possession of Vendor is Vendor's. 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.

7.2 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 during VillageFest.

## **ARTICLE 8 Access to Facilities**

8.1 Vendor shall have access to Vendor's Booth on July 4, 2014 for set-up from 7:00 a.m. to 9:00 a.m. and for breakdown after 1:00 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow. City shall not be responsible in the event of the towing of Vendor's vehicle(s).

## **ARTICLE 9 Items Sold and Prices**

9.1 The items sold by Vendor and the prices charged for these items shall be consistent with the family-oriented spirit of the VillageFest. Vendors must prepare a Proposal Sheet which sets forth all items Vendor desires to sell to the general public during VillageFest and the cost of said items prior to execution of this Agreement. Such proposal sheet shall be attached to this Agreement as Exhibit A. Exhibit A is hereby incorporated into this Agreement. Any amendments to Exhibit A must be approved by City in writing.

9.2 Vendor shall not serve free food to anyone at any time other than to volunteers, representatives, staff and employees of vendor.

9.3 All federal, state, and local laws governing retail sales tax must be followed. Vendor understands the rules and regulation of the event and will comply. Vendor realizes that failure to comply may result in expulsion from the event.

**ARTICLE 10**  
**Business Information**

10.1 Notifications and any other notices under this Agreement shall be made as follows:

If to City:

City Clerk  
7700 Mission Road  
Prairie Village KS 66208  
(913) 381-6464  
(913) 381-7755

If to Vendor:

10.2 Vendor's Tax Identification Number is: 20-3893066.

**ARTICLE 11**  
**Compliance With Laws**

11.1 Vendor, all of Vendor's volunteers, representatives, staff and employees shall at all times during VillageFest comply with the laws of the State of Kansas and with City's ordinances, rules, regulations, and guidelines and shall at all times comply with all requests of the City or the City's representatives.

11.2 Vendor shall obtain all necessary permits and licenses in order to operate a Vendor Booth at VillageFest and shall provide copies of such permits and licenses to the City prior to June 23, 2014.

**ARTICLE 12**  
**Insurance and Hold Harmless**

12.1 Vendor shall furnish to City 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 with the City named as an additional insured on such policies. Copies of said certificate shall be provided to City on or before June 23, 2014.



12.2 Vendor agrees to assume all liability and responsibility for damages in any form or for costs associated with its activities. Specifically, Vendor agrees to indemnify and hold the City harmless from and against any claims for damages (including attorney's fees necessitated in defending such claims resulting from Vendor's actions, conduct or inaction, whether said claim is premised upon negligence or upon intentional misconduct. Vendor specifically agrees to indemnify and hold the City harmless from and against claims resulting from persons who suffer any sort of injury from the food ingested by such person and/or by virtue of the conditions of the premises located at Vendor's Booth.

### **ARTICLE 13**

#### **Staff**

13.1 Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.

13.2 Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages when on duty at, in or near Vendor's Booth.

13.3 Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees and City shall not be responsible for injuries or bodily damage done to Vendor, Vendor's volunteers, employees, representatives and/or staff.

### **ARTICLE 14**

#### **Cancellation**

14.1 City shall retain the right to cancel this Agreement at any time and for any reason without penalty. In the event this Agreement is canceled, Vendor shall not be entitled to a refund of Vendor's Rental Fee as set forth in this Agreement.

### **ARTICLE 15**

#### **Entire Agreement**

15.1 This Agreement evidences the entire agreement between the parties hereto and supersedes any and all prior agreements and understandings between the parties pertaining to VillageFest.

**ARTICLE 16**  
**Effective Date**

16.1 This Agreement is effective upon City's acceptance as evidenced by execution of this Agreement by a City authorized representative in the space provided below.

CITY OF PRAIRIE VILLAGE:

VENDOR:

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

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

Printed Name: \_\_\_\_\_

Printed Name: Steve Hamilton

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

Title: owner

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

Date: 3-20-14

# EXHIBIT A

## PROPOSED FOOD ITEMS

FOOD

PRICE

pancakes/syrup \_\_\_\_\_

2<sup>35</sup> @ \_\_\_\_\_

\_\_\_\_\_

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As a Vendor you are responsible for proper signage. This needs to be visible and also include prices. We will provide advertising, a map of the grounds, & signs throughout the grounds for direction.

**There is also NO ALCOHOL to be sold at the event!!!!**

**ENTERTAINMENT/ VENDOR AGREEMENT  
2014**

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Prairie Village, Kansas (hereinafter “the City”) and Giggles n Jiggles, LLC, (hereinafter “Vendor”).

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2014; 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:
  
2. Type of Service Provided: the Vendor agrees to provide the following services:  
Hamster Balls - 2  
Labor - 2
  
3. Hours of Operation: The Vendor shall provide services to the general public from 9:00 a.m. to 1:00 p.m. on July 4, 2014.
  
4. Access to Facilities:
  - a. Vendor shall have access to Vendor’s location for set-up on July 4, 2014 from 6:30 a.m. to 8:30 a.m. and for breakdown after 1:00 pm. Vendor’s vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
  
  - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, and required set V up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.
  
5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$650.00 to be paid on or before July 4, 2014 unless the event is canceled as provided in Section 6 of this agreement.

6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
  
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 VillageFest and at the conclusion of business and conclusion of the VillageFest. 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. Vendor shall indemnify and hold harmless the City and its agents and employees from and against 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 to 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 VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. 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 combines 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 certificate shall be provided to City on or before June 23, 2014.**

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 VillageFest.
- 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 VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.

11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.

12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.

13. **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: \_\_\_\_\_  
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

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

**ATTEST:**

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

**VENDOR**

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

JOE PEARCE

V.P.

GIGGLES-N-JIGGLES INFLATABLES

3301 NW CASTLE DR.

BLUE SPRINGS, MO 64015

816-228-8179

3-13-14

**APPROVED BY:**

\_\_\_\_\_  
City Attorney, Catherine P. Logan

**ENTERTAINMENT/ VENDOR AGREEMENT  
2014**

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this 11 day of March, 2014, by and between the City of Prairie Village, Kansas (hereinafter "the City") and A-Z Exotic Animal Entertainment, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2014; 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:  
40x40 Petting Zoo  
30x30 Pony Rides
2. Type of Service Provided: the Vendor agrees to provide the following services:  
Petting Zoo & Pony Rides
3. Hours of Operation: The Vendor shall provide services to the general public from 9:00 a.m. to 1:00 p.m. on July 4, 2014.
4. Access to Facilities:
  - a. Vendor shall have access to Vendor's location for set-up on July 3, 2014 and July 4, 2014 from 6:30 a.m. to 8:30 a.m. and for breakdown after 1:00 pm. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
  - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, and required set V up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.
5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$1,975.00, to be paid on or before July 4, 2014 unless the event is canceled as provided in Section 6 of this agreement.



6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
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 VillageFest and at the conclusion of business and conclusion of the VillageFest. 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. Vendor shall indemnify and hold harmless the City and its agents and employees from and against 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 to 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 VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. 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 combines 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 certificate shall be provided to City on or before June 23, 2014.**

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 VillageFest.
- 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 VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.

11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.

12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.

13. **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: \_\_\_\_\_  
(signed)

Ronald L. Shaffer  
\_\_\_\_\_

Mayor  
\_\_\_\_\_

City of Prairie Village  
\_\_\_\_\_

7700 Mission Road  
\_\_\_\_\_

Prairie Village, Kansas, 66208  
\_\_\_\_\_

913-381-6464  
\_\_\_\_\_

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

ATTEST:

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

**VENDOR**

By Janet E Kirkham  
\_\_\_\_\_  
(signed)

Janet E Kirkham  
\_\_\_\_\_  
(typed name)

Owner  
\_\_\_\_\_  
(typed title)

AZ Exotic's Mobile Petting Zoo & Pony Rides  
\_\_\_\_\_  
(typed company name)

7901 E 233rd St  
\_\_\_\_\_  
(typed address)

Peculiar MO 64078  
\_\_\_\_\_  
(typed city, state, zip)

816 830-4451  
\_\_\_\_\_  
(typed telephone number)

March 11, 2014  
\_\_\_\_\_  
(date of execution)

APPROVED BY:

\_\_\_\_\_  
City Attorney, Catherine P. Logan

**ENTERTAINMENT/ VENDOR AGREEMENT  
2014**

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this 12 day of March, 2014, by and between the City of Prairie Village, Kansas (hereinafter "the City") and American Waste Systems, Inc, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2014; 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:
  
2. Type of Service Provided: the Vendor agrees to provide the following services:  
  
24x16 stage
  
3. Hours of Operation: The Vendor shall provide services to the general public from 8:00 a.m. to 12:00 a.m. on July 4, 2014.
  
4. Access to Facilities:
  - a. Vendor shall have access to Vendor's location for set-up on July 4, 2014 from 6:30 a.m. to 8:30 a.m. and for breakdown after 1:00 pm. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
  
  - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, and required set V up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.
  
5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$827.00 to be paid on or before July 4, 2014 unless the event is canceled as provided in Section 6 of this agreement.

6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
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 VillageFest and at the conclusion of business and conclusion of the VillageFest. 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. Vendor shall indemnify and hold harmless the City and its agents and employees from and against 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 to 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 VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. 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 combines 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 certificate shall be provided to City on or before June 23, 2014.**

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 VillageFest.
- 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 VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.

11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.

12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.

13. **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: \_\_\_\_\_  
(signed)

Ronald L. Shaffer \_\_\_\_\_

Mayor \_\_\_\_\_

City of Prairie Village \_\_\_\_\_

7700 Mission Road \_\_\_\_\_

Prairie Village, Kansas, 66208 \_\_\_\_\_

913-381-6464 \_\_\_\_\_

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

ATTEST:


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


**VENDOR**

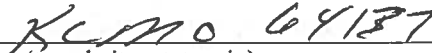
By:  \_\_\_\_\_  
(signed)


 \_\_\_\_\_  
(typed name)

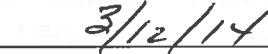
Pres. \_\_\_\_\_  
(typed title)

 \_\_\_\_\_  
(typed company name)

 \_\_\_\_\_  
(typed address)

 \_\_\_\_\_  
(typed city, state, zip)

 \_\_\_\_\_  
(typed telephone number)

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

APPROVED BY:

\_\_\_\_\_  
City Attorney, Catherine P. Logan

**ENTERTAINMENT/ VENDOR AGREEMENT  
2014**

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Prairie Village, Kansas (hereinafter “the City”) and Fun Services of Kansas City, (hereinafter “Vendor”).

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2014; 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:
  
2. Type of Service Provided: the Vendor agrees to provide the following services:  
  
Mechanical Bull – Deluxe  
Nuclear Meltdown (Mechanical Bull/Surf)  
Trackless Train  
Generator  
Labor - 3
  
3. Hours of Operation: The Vendor shall provide services to the general public from 8:30 a.m. to 1:00 p.m. on July 4, 2014.
  
4. Access to Facilities:
  - a. Vendor shall have access to Vendor’s location for set-up on July 4, 2014 from 6:30 a.m. to 8:30 a.m. and for breakdown after 1:00 pm. Vendor’s vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
  
  - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, and required set V up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.



5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$2,655.00, to be paid on or before July 4, 2014 unless the event is canceled as provided in Section 6 of this agreement.
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
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 VillageFest and at the conclusion of business and conclusion of the VillageFest. 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. Vendor shall indemnify and hold harmless the City and its agents and employees from and against 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 to 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 VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. 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 combines 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 certificate shall be provided to City on or before June 23, 2014.**
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 VillageFest.
  - 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 VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. Cancellation: The City shall retain the right to cancel this Agreement at any time without penalty.
12. Entire Agreement: This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. 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: \_\_\_\_\_  
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

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

ATTEST:

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

**VENDOR**

By Mike P & Mike W  
(signed)

Mike P  
(typed name)

Sales Managers  
(typed title)

FUN Services LLC  
(typed company name)

7803 Meadow View Dr.  
(typed address)

Shawnee, KS 66227  
(typed city, state, zip)

913-441-9200  
(typed telephone number)

3-10-11  
(date of execution)

APPROVED BY:

\_\_\_\_\_  
City Attorney, Catherine P. Logan



## ADMINISTRATION DEPARTMENT

Council Meeting Date: April 7, 2014

**CONSENT AGENDA:** Consider Agreement with Phil Jay for Music and Emcee Services at the Mayor's Holiday Party on December 13, 2014 for \$625.00

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### RECOMMENDATION

Recommend the Council approve the agreement with Phil Jay for music and emcee services at the Mayor's Holiday Party on December 13, 2014 for \$625.00.

### BACKGROUND

Phil Jay has been the DJ for the past eight years at the Mayor's Holiday Party. He has agreed to provide music and emcee services at the party again this year for the same price as last year.

### FUNDING SOURCE

01-01-99-7014-016

### ATTACHMENTS

1. Agreement

### PREPARED BY

Jeanne Koontz, Deputy City Clerk/Public Information Officer  
April 2, 2014

# PHIL JAY

SEE BELOW

~~2111 E. Santa Fe~~  
Olathe, Kansas 66062  
(913) 782-9667  
philiaydj@hotmail.com

## CONTRACT AGREEMENT

Date: 2-25-14

Phil Jay agrees to provide music & emcee services for the following event, and further agrees to abide by the terms agreed upon below:

CLIENT: THE CITY OF PRAIRIE VILLAGE

ADDRESS: 7700 MISSION ROAD --- PRAIRIE VILLAGE, KS. 66208

HOME PHONE: \_\_\_\_\_ WORK PHONE: 913 385 4662

TYPE OF EVENT: Holiday Party DATE OF EVENT: DEC. 13, 2014

HOURS (start and end times) 8:00 - 11:00 pm

LOCATION/ADDRESS Meadowbrook Country Club

TOTAL FEE FOR UP TO A MAXIMUM OF 4 HOURS OF MUSIC \$ 625.00

LESS NON-REFUNDABLE DEPOSIT \$ NONE

BALANCE DUE UPON ARRIVAL OF DEEJAY \$ 625.00

Client must supply two banquet tables (6 or 8 feet in length) for our set up. If event is outdoors, overhead shelter must be provided. The rate for extra hours of music over & above the agreed upon hours in this contract is \$150 per hour. The client agrees that the deposit is non-refundable. The client further agrees that if the event is canceled for any reason, less than 30 calendar days prior to the contracted date, the client will owe Phil Jay 50% of the agreed upon total fee less the deposit. If any event is canceled for any reason less than 2 weeks prior to the contracted date, 80% of the agreed upon fee is due to Phil Jay less the deposit. All cancellations must be put in writing, dated, and mailed to Phil Jay with the signature of the client on said letter. Liability of Phil Jay shall not exceed total agreed upon cost of DJ services. No refunds will be given for any event that ends earlier than the agreed upon end time. Any verbal or physical abuse inflicted upon Phil Jay during event, may result in immediate termination of services with client liable for full agreed upon fee. If for any reason Phil Jay cannot appear due to health problems or other emergencies, a comparable deejay will be supplied.

YOUR NAME (Printed) \_\_\_\_\_ SIGNATURE \_\_\_\_\_

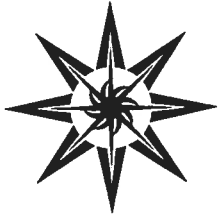
REPRESENTING \_\_\_\_\_ DATE \_\_\_\_\_

PHIL JAY PROD. REPRESENTATIVE SIGNATURE \_\_\_\_\_  


\*\* VERY IMPORTANT \*\* DO NOT make checks payable to Phil Jay Productions.....

All checks MUST be made payable to Phil Jay (not Phil Jay Productions)

Mail to: Phil Jay  
1439 E. Wells Fargo  
Olathe, KS 66062



## ADMINISTRATION

City Council Meeting Date: April 7, 2014

### Consider contract for Weed Abatement Services

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#### **RECOMMENDATION:**

Authorize the Mayor to execute an Agreement for Weed Abatement Services with Serenity Landscape Design, LLC.

#### **BACKGROUND:**

In 2009 the City began contracting out mowing of properties which have been found to be in violation of the City Weeds and Grass ordinance. Last year the City bid this work receiving two bids. The contract has the option for renewal. The contractor has agreed to renewal with the same terms and conditions as the previous contract.

#### **FUNDING SOURCE:**

The 2014 Codes budget contains funds for contract mowing services. If additional funding is necessary, staff will request contingency funds.

#### **ATTACHMENT:**

Copy of Agreement for Weed Abatement Services

#### **PREPARED BY:**

Joyce Hagen Mundy

City Clerk

Date: April 4, 2014

## Annual Agreement for Weed Abatement Services

This agreement, made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar year 2014 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in the documents of the contract in the manner therein prescribed and according to the requirements of the City as therein set forth.

This agreement will be the only executed agreement. Any additions or changes must be added as supplement to this agreement at time of proposal.

### 1.0 General

- 1.1 That the Contractor shall designate one person, called Supervisor, who shall be present at all times during the execution of the work. This person shall be thoroughly familiar with the specified requirements and the methods needed for the proper performance of the work and who shall direct all work performed.
- 1.2 The Contractor shall designate one person who shall serve as contact for the City for purposes of scheduling inspections, emergencies, and maintaining communication.
- 1.3 The Contractor is admonished that the crews will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.
- 1.4 The City will inspect the work on a regular basis and report to the Contractor's contact any problems.
- 1.5 The Contractor will report to the City any problems or hazards that are observed during the course of the work.
- 1.6 The Contractor will use equipment and tools suitable for the work. All equipment and tools will be in near-original working condition.
- 1.7 That Marcia Grading, Code Enforcement Officer, at phone 913/385-4605, cell 913/522-2573, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 1.8 The City shall pay the Contractor within thirty (30) days from the date of receipt of an invoice for payment.
- 1.9 The Contractor will take all safety precautions to protect the workers and the general public.
- 1.10 That all work performed by the Contractor will be of acceptable workmanlike quality normally associated with this trade and shall be satisfactory to the City before payment will be made by the City to the Contractor.
- 1.11 All invoices with a copy of the service report are to be sent to the Prairie Village Municipal Offices, c/o Marcia Grading, 7700 Mission Road, Prairie Village, KS 66208.

1.12 This Agreement is for the period of January 1, 2014 through December 31, 2014, providing that the term may be renewed for additional twelve month periods by written agreement between the parties. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.

## 2.0 Work Hours

2.1 That the City authorizes the Contractor to perform work anytime from 8:00 AM through 5:00 PM weekdays.

2.2 The Contractor shall obtain prior written approval from the City before scheduling any work outside the normal working hours.

## 3.0 Weed Abatement

3.1 The Contractor will cut and remove noxious weeds and tall grass with a height in excess of eight (8) inches from private properties upon receipt of a Notice to Abate issued by the City. The Notice to Abate may be delivered via email or facsimile. **The work shall be completed by the Contractor within forty-eight (48) hours or two (2) working days of Contractor's receipt of the Notice to Abate.** The Contractor will take digital pictures of the property prior to mowing showing the areas to be mowed, any debris which impedes mowing that will be removed, and any objects to be moved and replaced after mowing. Pictures will be submitted with the Contractor's invoice.

3.2 Any debris which hinders the Contractor's ability to perform the abatement work, such as the presence of brush piles, limbs, etc., shall be removed from the property by the Contractor and disposed of appropriately by the Contractor.

3.3 Any items other than debris located on private property which hinders the Contractor's ability to perform the abatement work, such as toys, lawn furniture, etc., shall be temporarily moved on the property by the Contractor, enabling the Contractor to perform the work, then returned to their original location upon the completion of the abatement activities.

3.4 Upon completion of the abatement work, the Contractor shall clear any grass clippings or other debris from public sidewalks or streets.

3.5 Upon completion of the work, the Contractor shall provide written notice to the City via e-mail or facsimile, of the time and date upon which the work was completed. The Contractor shall also provide an item invoice detailing the specific times and hours worked.

## 4.0 Contractor Availability

4.1 The Contractor will be available during normal business hours as identified in Section 2.1 above during the term of this contract for providing the work.

## 5.0 Fees

5.1 The following schedule will govern fees charged by the Contractor while performing work authorized under this agreement.

5.2 Equipment services will be billed on an hourly basis with a one hour minimum. Services will be billed in fifteen (15) minute increments.

5.3 Debris removal services will be billed on a per-load basis.



**Services**

<u>Hourly Mowing w/Operator</u>	<u>\$30.00/hour</u>
<u>Tractor Mower w/ Operator</u>	<u>\$38.00/hour</u>
<u>Weed Eater w/ Operator</u>	<u>\$30.00/hour</u>
<u>Clean Up (removal of grass clippings, bottles, cans, etc.)</u>	<u>\$30.00/hour</u>
<u>Removal of debris which impedes mowing (limbs, brush, etc.)</u>	<u>\$</u>
<u>Work Documentation (before and after pictures)</u>	<u>\$00.00/hour</u>

6.0 Miscellaneous Matters

- 6.1 Employees shall be skilled in the work assigned. Persons hired by the Contractor shall be and remain Contractor's employees.
- 6.2 Contractor shall be responsible for all payroll costs including taxes or contributions, whether state or federal, to all employees engaged in the performance of work under this contract.
- 6.3 Contractor shall furnish to the City upon request a certificate or other evidence of compliance with all state and federal laws concerning contributions, taxes, and payroll assessments. In addition, Contractor agrees to pay any and all gross receipts, compensating, transaction, sales, use of other taxes or assessments of whatever nature of kind levied or assessed as a consequence of the work performed or on the compensation to be paid under this contract.
- 6.4 City shall not be responsible or be held liable for any injury or damage to person or property resulting from the use, misuses, or failure of any equipment used by the Contractor or any of the Contractor's employees.
- 6.5 The Contractor agrees to defend, indemnify and hold harmless the City against any and all loss, liability, and claims for injury or damage whatsoever to persons or property resulting from the work to be performed hereunder, whether such injury or damage is to an employee or the property of the Contractor, other contractors, City or other persons.
- 6.6 Contractor shall procure and maintain comprehensive general liability insurance coverage written by a responsible insurer licensed to do business in Kansas, naming the City, its agents and employees as additional names insured, which coverage, pertaining to the premises or operator's activities shall not be less than \$500,000.00 per occurrence, \$1,000,000.00 in the aggregate including death, property damage, and personal injury liability. Contractor will be required to provide all insurances necessary for the work including workers compensation for Contractor's employees and pertinent auto insurance coverage. Verification of the insurance coverage must be submitted to the City prior to the commencement of work.
- 6.7 This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter thereof and supersedes and cancels any and all prior oral or written agreements or understandings between the parties with respect to the foregoing matters. This Contract may only be changed in writing signed by both parties.

Contractor Contact: Matt Hall

Address: 19880 Antioch Road, Bucyrus, KS 66013

Telephone Number: 913/645-6930

Email address: [matt.hall@serenitylandscapingdesign.com](mailto:matt.hall@serenitylandscapingdesign.com)

ATTEST:

/s/ \_\_\_\_\_  
Joyce Hagen Mundy, City Clerk Date

/s/ \_\_\_\_\_  
Catherine P. Logan, City Attorney Date

/s/ \_\_\_\_\_  
Ronald L. Shaffer, Mayor Date

/s/  \_\_\_\_\_  
Matt Hall, Contractor Agent Date

**COUNCIL COMMITTEE OF THE WHOLE**  
**March 3, 2014**

The Council Committee of the Whole met on Monday, March 4, 2013 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Acting Council President Charles Clark with the following members present: Mayor Ron Shaffer, Ashley Weaver, Steve Noll, Ruth Hopkins, Andrew Wang, Laura Wassmer, Brooke Morehead, Courtney McFadden, Ted Odell and David Belz. Staff Members present: Wes Jordan, Chief of Police; Keith Bredehoeft, Public Works Director; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Kate Gunja, Assistant City Administrator; Lisa Santa Maria, Finance Director; Nic Sanders, Human Resources Specialist, Danielle Dulin, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

**Presentation by Shawnee Mission School District Superintendent Jim Hinson**

Superintendent Hinson reported on the \$20M technology initiative in conjunction with Apple that will provide every teacher and student with a MacBook and/or iPad. The program will roll out this month with staff receiving their computers and training. The rollout for high school, middle school and 10 elementary schools will take place in August with the start of the new school year. Dr. Hinson noted the funding for this initiative will come from the District's Capital Outlay Budget.

Dr. Hinson noted the desire of the District to gather data to try to project trends over the next ten year relative to the changing demographics of the district. They received a report last week from a demographer conducting that study and will be reviewing the report over the next several months. He stressed the District would communicate with neighborhoods and the City prior to making any changes in school boundaries and that there are no plans to close schools, noting that some schools are at or over capacity. He stated the study will be used as a tool. The study is not comprehensive as it does not address such things as the Governor's push to have full-day kindergarten; specialized programs that operate within certain schools and neighborhood considerations. He did note, however, that the District is working toward consolidating Administrative Offices and functions from six sites to two.

Ted Odell stressed the need for the city to be involved in the discussion of any boundary changes as such action would have significant impact on the city and its residents. He expressed particular concern with the potential shift of boundaries that would move current Shawnee Mission East Students to Shawnee Mission North. Supt. Hinson responded that he does not anticipate any shifting of neither high school boundaries nor middle school boundaries. He acknowledged that some elementary school boundaries may need to be adjusted and stressed that the district would meet with the neighborhoods and city prior to taking any action.

Brooke Morehead asked if the school district would be open to having an official liaison from the City sit on the Board. Dr. Hinson responded the District has a Director of Communications that is responsible for communicating with the public. Mrs. Morehead

stated the City is looking for more open communication at meetings. Dr. Hinson stated the District would welcome the city's attendance of their meetings.

Courtney McFadden noted that currently a small portion of southern Prairie Village falls within the Shawnee Mission South High School boundaries and she would like to see the entire city attending Shawnee Mission East. Dr. Hinson responded that East is at capacity and it would be difficult to shift more students to East.

Superintendent reassured the Council that the demographic study would be used as a tool, not as the guiding force for actions taken by the District.

Laura Wassmer commended Superintendent on the improvements made in communication and the investment in technology since he became superintendent and suggested a stronger review of teaching staff based on the experiences of her children. Dr. Hinson stated there are currently some schools that do 360 evaluations on staff.

**COU2014-05 Consider approval of contract with Kansas Heavy Construction, LLC for the 2014 Concrete Repair Program**

Keith Bredehoeft reported that on February 7, 2014, the City Clerk opened bids for Project CONC2014: 2014 Concrete Repair Program. This program consists of repairs to deteriorated concrete sidewalk, curb and ADA ramps. Location of work includes streets in the City's yearly maintenance Districts. Not all streets in the following area will require work. The area this construction season is area 51, which covers the area south of 75<sup>th</sup> Street to 79<sup>th</sup> Street and west of Nall to Lamar, as well as being completing concrete repairs at approximately 15 miscellaneous locations throughout the City.

Seven bids were received in the following amounts:

Kansas Heavy Construction, LLC	\$619,667.50
McAnany Concrete, LLC	\$632,300.00
Wm. White and Sons	\$735,075.00
Miles Excavating, Inc.	\$794,183.00
Gunter Construction Co.	\$850,305.00
O'Donnell & Sons Construction	\$865,120.00
Freeman Concrete Construction	\$1,040,275.00

The engineer's estimate for the project was \$764,360. City staff has reviewed the bids for accuracy and found no errors. Mr. Bredehoeft noted that the contract is being let for \$700,000.

Ted Odell asked why the contract amount was \$700,000 and not \$619,667.50. Mr. Bredehoeft responded the bid established base prices for work to be completed and based on the bid; the City anticipates that it will be able to do additional work. Charles Clark clarified the concept of unit based bidding which has been used previously in City construction contracts.

Steve Noll made the following motion, which was seconded by Ruth Hopkins and passed unanimously:

**RECOMMEND THE CITY COUNCIL AUTHORIZE THE MAYOR  
TO EXECUTE THE CONSTRUCTION CONTRACT WITH KANSAS  
HEAVY CONSTRUCTION, LLC FOR PROJECT CONC2014: 2014  
CONCRETE REPAIR PROGRAM IN THE AMOUNT OF \$700,000.  
COUNCIL ACTION TAKEN  
03/04/2014**

**Presentation and discussion of Special Use Permits and Conditional Use Permits**

Ron Williamson stated staff had been requested by the Council to address uses permitted in R-1 and Special Use Permits permitted in R-1. He also suggested that the Council review the uses listed as Conditional Use Permits and determine if any of those should be moved to the Special Use Permit chapter.

Special Use Permits require a public hearing by the Planning Commission and a recommendation to the Governing Body. The Governing Body makes the final decision. Conditional Use Permits require a public hearing, but the final decision is made by the Planning Commission. When the Zoning Ordinance was revised in 1995, the Council determined that some uses needed to be reviewed by a public body, but they were considered to be minor uses and the decision was delegated to the Planning Commission. Another factor that concerned the Council at that time was that it was taking too long for applicants to get a decision and it was costing applicants too much for minor items.

Mr. Williamson reviewed the zoning ordinances for the cities of Leawood, Lenexa, Mission, Olathe, Overland Park, and Shawnee and summarized them as compared to Prairie Village. There are many similarities as the initial zoning regulations for most Johnson County cities were drafted by the same individual. However, the formats vary. Some use the traditional format similar to Prairie Village, while others use the Unified Development Code format. He also noted that the terminology for a specific use may vary from one city to another. Conditional Use Permits were added to the City's code in 1992; however, over time CUP case law has changed. Currently only Prairie Village and Olathe have Conditional Use Permits. He recommended the City review the current conditional use permit listing and determine which uses should be handled as a Special Use Permit, as a site plan review or administratively.

Laura Wassmer asked why there were so many uses listed in the Special Use Permit regulations rather than in zoning. Katie Logan responded the Special Use Permit process is the same as the Rezoning process. A Special Use Permit allows a specific use to be allowed in a zoning district that can be conditioned by the City to provide for a better fit of the use into the specific area. Ron Williamson added Zoning Districts establish general criteria and anything that falls within that criteria can be construction without further review or conditions added.

Ashley Weaver asked if Prairie Village was the only City to allow Special Use Permits in residential districts. Katie Logan responded - no, that most cities allow SUPs in residential districts.

Laura Wassmer noted the long list of allowable uses that are included as potential uses under a Special Use Permit and noted that many of them would not be uses that would be desired in residential neighborhoods. Ron Williamson responded the uses have to be identified and a clear process and criteria established for consideration of these uses. Ms. Wassmer asked what process gives the City the most control. Mr. Williamson responded the processes are the same; however, the City can condition the approval of a Special Use Permit. It cannot do so on a rezoning.

Ted Odell felt the problem with Conditional and Special Use Permits is that they push the envelope of what is appropriate in a residential area. The City needs to make sure it protects property values in residential areas.

Ashley Weaver stated she sees Special Use Permits as a way around rezoning. Mr. Williamson noted that the City of Mission has a zoning district for Senior Housing.

Committee members discussed the pros and cons of having a designated zoning district vs. a Special Use Permit noting that if a senior facility with a Special Use Permit failed the zoning for that property would return to residential under the current language; however, if the land was rezoned and the facility failed, the land would remain zoned for a senior living complex. Mr. Williamson added if the city were to adopt a zoning district for senior housing, all of the existing facilities operating under a Special Use Permit would need to be rezoned.

Laura Wassmer agreed that the City has less control with zoned property. However, she expressed concern with the current wording of the code that states “Any of the following uses may be located in any district by special use permit . . .” She feels this implies to the developer that it is a permitted use. She would like to see softer language such as “Any of the following uses may be considered by the Governing Body for location in any district by approval of a Special Use Permit . . .” Mr. Williamson responded that language could be changed.

Charles Clark noted that one of the issues is that Special Use Permits come before Council and he questioned if the current Conditional Use Permits needed to come before the Council. Mr. Williamson responded that some of them are minor and could be handled administratively by staff or by the Planning Commission as a site plan review. Mr. Williamson noted the time frame for processing a Special Use Permit is extended by a minimum of 30 days due to the protest petition period and review by the Council.

Ted Odell stated one of the other concerns expressed at the Council work session was whether the current code mirrors Village Vision; particularly as it related to mixed use districts. He would like to see the “MXD” regulations tightened up by perhaps adding a required percentage of residential uses vs. commercial uses.

Ron Williamson stated the definition of mixed use is clear in the current code and it requires vertical mixed uses with more than 50% of the floor area being above ground floor. He noted the initial plan for the Mission Valley site, did not meet the city’s mixed

use requirements. Mr. Odell stated he would like to see more balance in mixed use districts. Mr. Williamson responded there are not many parcels available in the city that are large enough to do a mixed use district. This is a planned district and must be constructed in compliance with an approved plan.

Kate Gunja reported that the Planning Commission is supportive of a joint meeting and has looked at two potential dates in May and July. The meeting would be held in place of a council committee meeting on a regular meeting date. The Council members felt that more time was needed than the 90 minutes allowed by a committee meeting and would like to see an alternative Monday date considered to allow sufficient time for a thorough discussion.

**COU2014-03 Consider adoption of a City Council Policy outlining the procedures for filling a vacancy in the Office of Mayor and selection of the President of the Council**

At the January 21<sup>st</sup> meeting the Council reviewed a draft policy for the procedure of filling the vacancy in the office of Mayor. Staff was directed to make some changes and get information how this was handled by surrounding cities. The investigation revealed that no other cities have written policies/procedures.

Danielle Dulin presented the revised policy which has a written ballot that is then read and recorded by the City Clerk. The request to allow the council seat of the Acting Mayor open was investigated and determined to not be possible. It was noted that the election office requires 120 days notice to hold a special election or to add an additional office position or question to a ballot.

Ted Odell asked how a tie vote would be handled and how it was handled by other cities. Mrs. Dulin stated she did not look at the issue of tie votes with other cities. Mr. Odell stated he would like to see all avenues explored before taking action on the policy.

Mayor Shaffer asked why the written ballot rather than a roll call vote. Mr. Odell responded that it would remove some of the pressure of voting, particularly for those who would be asked to cast their votes first. Ruth Hopkins stated she felt this was a good way to handle the voting.

Charles Clark directed staff bring the additional information requested back to the committee for action on the proposed policy.

**Selection of Council President**

Danielle Dulin stated at the direction of the Council staff has prepared a draft written policy for review, but stressed that this is not staff's recommendation to have a formal written policy. She presented her findings from other cities noting that none of the cities have their procedure in a formal written policy.

Mr. Odell expressed his support for Option B as it would more likely allow all Council members the opportunity to serve as Council President. Ruth Hopkins questioned why this needed to be in writing, noting that it has worked for years within being a written

document. Mr. Odell felt that as a new councilmember it would provide a clear understanding of the process.

Steve Noll stated that Option A has a very limited application. The current situation with his serving on the Council for a second time, it not a likely occurrence. He has served a Council President a long time ago. The experience is an important learning opportunity and he feels it bring value to the Council to have members who have had that experience. Mr. Noll volunteered to not accept a nomination to serve again as Council President under the existing practice.

David Belz asked why other cities have chosen not to have their policy in writing. Mrs. Dulin responded they felt an unwritten policy allowed them more flexibility for selection. Kate Gunja responded the issue of having a written policy was never raised at the City of Fairway. Quinn Bennion noted that some cities do not rotate the position, that it is an elected position.

Steve Noll felt that under a straight election process, it would be highly unlikely that a relatively new councilmember would be elected to the position of Council President. Laura Wassmer stated she liked how it has been done in the past as it allows everyone the opportunity to serve as Council President and feels that leads to a more cohesive Council. She doesn't care if the policy is written or unwritten.

Ted Odell moved the City Council adopt a written policy establishing the procedure for the selection of a Council President following Option B presented in the staff report. The motion was seconded by Andrew Wang and passed by a vote of 5 to 4.

#### **ADJOURNMENT**

With no more business to come before the Council Committee of the Whole, Acting Council President Charles Clark adjourned the meeting at 7:25 p.m.

Charles Clark  
Council President





## City Council Policy: CP029 - President of the Council

Effective Date:

Amends:

Approved By:

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I. **SCOPE**

II. **PURPOSE**

- A. To establish a procedure for selecting the President of the Council

III. **RESPONSIBILITY**

- A. The City Council elects one of its own body as President of the Council to preside over meetings of the City Council in the absence of the Mayor. The elected Councilmember will serve as President for a term of one year, starting at the first meeting in May.

IV. **DEFINITIONS**

- A. **City Council:** City Council means 12 elected Councilmembers or those persons appointed to fill vacancies on the council.

V. **POLICY**

- A. The Councilmember that has the longest consecutive tenure and has not yet been President of the Council will be nominated as the President of the Council and confirmed by a simple majority vote.
- B. If there are multiple Councilmembers that have the same tenure, the nominee for President of the Council will be chosen by ward in numerical order.
- C. If a Councilmember chooses not to be nominated for President of the Council, the Councilmember with the second longest consecutive tenure and has not yet been President of the Council will be nominated.
- D. If all Councilmembers have served as President of the Council, the Councilmember with the longest consecutive tenure will be nominated as President of the Council.



**PUBLIC WORKS DEPARTMENT**

**Council Committee Meeting Date: April 7, 2014**  
**Council Meeting Date: April 7, 2014**

**\*COU2014-06: CONSIDER DESIGN AGREEMENT WITH AFFINIS CORPORATION FOR THE DESIGN OF THE 2014 PAVING PROGRAM, THE 2014 CARS PROJECT, THE 2014 CDBG PROJECT AND THE 2014 DRAINAGE REPAIR PROJECT.**

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**RECOMMENDATION**

Move to approve the design agreement with Affinis Corporation for the design of the 2014 Paving Program, the 2014 CARS Project, the 2014 CDBG Project and the 2014 Drainage Repair Project in the amount of \$169,560.00.

**BACKGROUND**

Public Works recently requested proposals from firms to provide engineering services for Prairie Village for the next three years. We had 13 firms submit proposals and we interviewed Larkin Lamp Rynerson, Water Resources, and Affinis Corporation. Based on their original proposals and the interviews the selection committee chose Affinis Corporation to be the City’s construction administration consultant for 2014, 2015, and 2016. Affinis Corporation has been working for the City for the last several years and has performed very well. The selection committee consisted of Brooke Morehead, Ted Odell, Quinn Bennion, Danielle Dulin, and Keith Bredehoeft.

This agreement is for the design of the 2014 Paving Program, the 2014 CARS Project, the 2014 CDBG Project and the 2014 Drainage Repair Project. The overall design, inspection, and construction budget in the CIP for these projects is \$2,194,964.

Construction is anticipated to begin in Summer 2014.

**FUNDING SOURCE**

CIP Funding is available for design in the corresponding capital project:

2014 Paving Program (PAVP2014) -	\$54,210.00
2014 CARS Project (SODR0004) -	\$51,340.00
2014 CDBG Project (RADR0001) -	\$40,815.00
2014 Drainage Repair Project (DRAIN14x) -	\$23,195.00
Total	<u>\$169,560.00</u>

**RELATED TO VILLAGE VISION**

TR1a. *Ensure that infrastructure improvements meet the needs of all transportation users.*

**ATTACHMENTS**

1. Design Agreement with Affinis

**PREPARED BY**

Melissa Prenger, Senior Project Manager

March 26, 2014

**AGREEMENT FOR PROFESSIONAL ENGINEER**

For

**DESIGN SERVICES**

Of

**PROJECT PAVP2014- 2014 PAVING PROGRAM  
PROJECT SODR0004- 2014 CARS PROJECT  
PROJECT RADR0001- 2014 CDBG PROJECT  
PROJECT DRAIN14x- 2014 STORM DRAINAGE REPAIR PROJECT**

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

***WITNESSED, THAT WHEREAS***, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2014 Paving Program, the 2014 CARS Project, the 2014 CDBG Project and the 2014 Storm Drainage Repair Project, hereinafter called the “**Project**”,

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

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

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

**Article I City Responsibilities**

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

indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.

- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.
- G. The City has funded the 2014 Paving Project with a proposed project budget of \$650,000 may include the following streets:
  - 1. Maple Street (Tomahawk Road to Nall Avenue ) - mill & overlay with concrete replacement
  - 2. 71<sup>st</sup> Terrace (71<sup>st</sup> Street to Tomahawk Road) - mill & overlay
  - 3. Buena Vista (71<sup>st</sup> Street to Mission Road) - mill & overlay
  - 4. 64<sup>th</sup> Terrace (Hodges Drive to Nall Avenue) - mill & overlay with concrete repair
  - 5. Granada Road (67<sup>th</sup> Street to 69<sup>th</sup> Street) - mill & overlay with concrete repair
  - 6. 73<sup>rd</sup> Street (Belinder Avenue to High Drive) - mill & overlay with concrete repair
  - 7. High Drive and 74<sup>th</sup> Terrace (73<sup>rd</sup> Street to 74<sup>th</sup> Terrace) - mill & overlay with concrete repair
  - 8. 78<sup>th</sup> Street Cul-de-sac (Pawnee to east) - mill & overlay with concrete repair
  - 9. 77<sup>th</sup> Terrace (Delmar Road to Fontana Road) - mill & overlay with concrete repair
  - 10. 76<sup>th</sup> Terrace (Colonial Drive to Lamar Avenue) - mill & overlay
  - 11. Dearborn Drive (Tomahawk Road to 79<sup>th</sup> Street) - mill & overlay
  - 12. Delmar Street Cul-de-sac (north of Somerset Drive) - mill & overlay with concrete replacement
- H. The City has funded the 2014 CARS Project with this street:
  - 1. Somerset Drive (State Line Road to Belinder Drive) - mill & overlay with concrete repair.
- I. The City has funded the 2014 Storm Drainage Repair Project with:
  - 1. 71<sup>st</sup> Street and Nall Avenue - Concrete channel repair, approximately 590 linear feet.
- J. The City has funded the 2014 CDBG Street Project with this street:
  - 1. Rainbow Drive (75<sup>th</sup> Street to Booth Drive) - mill & overlay with concrete repair.

## Article II Consultant Responsibilities

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

## Article III Scope of Services

- A. **Design Phase:** Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited to, these phases and tasks. The scope is generally defined below.
1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
  2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
  3. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.
  4. Conduct field reconnaissance with City to evaluate and identify:
    - a. Design issues.
    - b. Identify existing drainage components in project area (location, size, material, capacity, storm design adequacy and condition).
    - c. Need for drainage improvements.
    - d. Need for full depth pavement repairs.
    - e. Need for sidewalk replacement.
    - f. Location for new sidewalk.
    - g. Need for curb and gutter replacement.
    - h. Need for and limits of driveway replacement.
    - i. Need for which type of ADA ramps.
    - j. Utility locations and conflicts.
    - k. Tree conflicts.
  5. Perform topographic survey of identified project locations. Determine existing pavement elevations every 50 feet parallel to center line at the center line, gutter, at gutter elevation at center of ADA ramp and property line, and 12 feet perpendicular to center line for evaluating cross slope and profile. Areas requiring topographic survey are:
    - a. 2014 CARS - Somerset Drive between State Line Road and Cambridge, approximately 900 linear feet.
    - b. 2014 Storm Drainage Repair
      - (1)The concrete channel south of 70<sup>th</sup> Terrace, east of Nall Avenue, approximately 590 linear feet. Includes property research and legal descriptions for easement takings. Drainage design consists of calculating design flows and existing and proposed channel capacity.
  6. Gather aerial and topographic data from Johnson County AIMS mapping for all project locations.
  7. Record location of existing traffic markings and review for compliance with MUTCD and City standards.
  8. Identify location of bench marks and section markers.
  9. Prepare preliminary construction plans (60%).
    - a. Project title sheet.
    - b. General site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner

- name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.
- c. Plan sheets for street improvements showing all utilities, including drainage (hydrologic/hydraulic analysis on 2014 CARS project), sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.
  - d. Typical sections.
  - e. Cross sections for streets with a detailed topographic survey. Cross-sections are for information only and will not be included in the bid documents.
  - f. City details drawings and other special details pertinent to the project.
  - g. Traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction.
10. Submit one set (one full size and one half size) of preliminary (60% completion) construction plans for City review.
  11. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
  12. Perform field check with City.
  13. Schedule, prepare for and attend one (1) public meeting for the 2014 CARS project. The City will be responsible for sending notifications to the residents and property owners.
  14. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
  15. Attend and prepare minutes for up to four (4) project meetings and disperse the minutes to City representative and all other attendees within five working days.
  16. Prepare final documents base of review and comments from City and other review agencies of the preliminary plans.
  17. Prepare final project manual for City review.
  18. Submit one half size set of final (95%) plans and specifications for City review.
  19. Submit one half-size set of final (95%) plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
  20. Prepare a final opinion of probable construction cost.
  21. Prepare bid documents for two bid packages using the City's standard documents for the Street Paving, CARS, and Storm Drainage Repair Projects and the CDBG Project. Items listed in the Bidding Services Phase shall be performed for each bid package.
  22. Provide one hard copy and electronic copy of any report or plans. Provide files of the plans in PDF Format.

## **B. Bidding Services Phase**

1. Provide the City a notice of bid for publication.
2. Post advertisement for bid on electronic plan room (Drexel Technologies) and provide bid documents for reproduction.
3. Via electronic plan room provide all bid documents for potential bidders to purchase.

4. Provide all utilities with bid set of plans and request attendance at pre-bid meeting.
5. Conduct a pre-bid meeting. Prepare minutes of pre-bid meeting and disperse to City representative and all other attendees within five working days.
6. Prepare and distribute addenda prior to bid opening. Assist bidders with questions during bidding.
7. Provide to the City an Engineer's Estimate and bid tab sheet prior to the bid opening.
8. Attend bid opening.
9. Check accuracy of bids, evaluate the bidders and make a recommendation of award to the City.
10. Prepare five sets construction documents including bonds for execution by the contractor and the City.
11. Provide one hard copy and electronic copy of any report or drawings. Provide files of the plans or drawings in PDF Format.

### **C. Construction Services Phase**

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

## **Article IV Time Schedule**

- A. Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.
- B. Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.
- C. Default Neither** City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party.

For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Should such circumstances occur, the consultant shall within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

**D. Completion Schedule** Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Design Phase	Due by April 30, 2014
Bid Advertisement Date	May 13, 2014
Letting Date	June 3, 2014

## Article V Compensation

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

2014 Paving Project	
Design Phase	\$ <u>45,210.00</u>
Bidding Services Phase	\$ <u>5,000.00</u>
Construction Services Phase	\$ <u>4,000.00</u>
Total Fee for Paving Project	\$ <u>54,210.00</u>
2014 CARS	
Design Phase	\$ <u>43,400.00</u>
Bidding Services Phase	\$ <u>4,440.00</u>
Construction Services Phase	\$ <u>3,500.00</u>
Total Fee for CARS Project	\$ <u>51,340.00</u>
2014 Storm Drainage Repair Project	
Design Phase	\$ <u>32,905.00</u>
Bidding Services Phase	\$ <u>4,000.00</u>
Construction Services Phase	\$ <u>3,910.00</u>
Total Fee for Storm Drainage Project	\$ <u>40,815.00</u>
2014 CDBG	
Design Phase	\$ <u>14,465.00</u>
Bidding Services Phase	\$ <u>6,130.00</u>
Construction Services Phase	\$ <u>2,600.00</u>
Total Fee for CDBG Project	\$ <u>23,195.00</u>
<b>Total Fee</b>	<b>\$ <u>169,560.00</u></b>



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

## Article VI General Provisions

- A. Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- B. Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- C. Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.
- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
  - 1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
  - 2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
  - 3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;

4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
  5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- K. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and

defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.

- M. Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to 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.
- O. Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- P. Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

**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  
Department of Public Works  
3535 Somerset Drive  
Prairie Village, Kansas 66208

Telephone: 913-385-4640  
Email: publicworks@pvkansas.com

**ATTEST:**

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

**Consultant:**

Affinis Corp

**By**

\_\_\_\_\_  
Clifton M. Speegle, PE

**Address for giving notices:**

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

Telephone: 913-239-1110  
Email: cspeegle@affinis.us

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
Catherine P. Logan, City Attorney



**EXHIBIT B  
PROJECT ESTIMATING SHEET**

PV Project Number: PAVP2014  
2014 Street Paving Program  
Prairie Village, Kansas

Revised Date: 3/26/2014  
Made By: KEL/CMS/ALR

Tasks	PRINCIPAL	SR. PROJECT	PROJECT	SENIOR		INTERN	DESIGN	CAD	CAD	PROJ.	LAND	LAND	SURVEY CREW	LABOR	OTHER DIRECT COSTS		TOTAL
	\$200.00	\$185.00	\$155.00	\$145.00	\$130.00	\$95.00	\$85.00	\$80.00	\$70.00	\$70.00	\$130.00	\$85.00	\$80.00	COSTS	ITEM	COST	FEE
<b>DESIGN PHASE</b>																	
1. Startup meeting		1			1									\$315			\$315
2. Review existing information					2	2								\$450			\$450
3. Utility coordination (1 meetings)					8	8	8							\$2,480			\$2,480
4. Field Reconnaissance		8			8		12	12						\$4,500			\$4,500
5. Field survey (topo)														\$0			\$0
6. AIMS mapping					1		1							\$215			\$215
7. Existing pavement markings					4			8						\$1,160			\$1,160
8. Horiz. & Vert. Control, Topo														\$0			\$0
9. Preliminary plans (60%)														\$0			\$0
a. Cover Sheet								2						\$160			\$160
b. Site plans					2			2						\$420			\$420
c. Plan/profile sheets	2	4			8	8	40	60						\$11,140			\$11,140
d. Typical sections							4	4						\$660			\$660
e. Cross sections														\$0			\$0
f. Details					2		4	12						\$1,560			\$1,560
g. Traffic control & pavement marking plan		2			2			8						\$1,270			\$1,270
10. Preliminary plan (60%) submittal to City							4							\$340			\$340
11. Preliminary plan (60%) submittal to Utilities					2		4			2				\$740			\$740
12. Field Check (All w/City)		4			8		12	12						\$3,760			\$3,760
13. Public Meeting (1 for CARS only)														\$0			\$0
14. OPCC (+15%)		2			2		2							\$800			\$800
15. Project Meetings (Monthly) & documentation (assume 1)		2			2		2			2				\$940			\$940
16. Final design documents		2			8	4	8	24						\$4,390			\$4,390
17. Project manual		2			4	4				2				\$1,410			\$1,410
18. Final plan (95%) submittal to City							4							\$340			\$340
19. Final plan (95%) submittal to Utilities							4			2				\$480			\$480
20. OPCC					4	2	8	4						\$1,710			\$1,710
21. Prepare bid documents (all)	2	4			16	8	8			8				\$5,220			\$5,220
22. Deliverables (Hard copy & PDF)							2							\$170			\$170
															Mileage	\$80.00	\$80
															Repro/Delivery	\$500.00	\$500
<b>DESIGN PHASE - SUBTOTAL HOURS</b>	4	31	0	0	84	36	127	148	0	16	0	0	0				
<b>DESIGN PHASE - SUBTOTAL FEE</b>	\$800	\$5,735	\$0	\$0	\$10,920	\$3,420	\$10,795	\$11,840	\$0	\$1,120	\$0	\$0	\$0	\$44,630		\$580.00	<b>\$45,210</b>
<b>BIDDING PHASE</b>																	
1. Notice to bidders										1				\$70			\$70
2. Distribute notice to bidders										1				\$70			\$70
3. Provide bidding documents to printer					2		2							\$430			\$430
4. Bid plan submittal to Utilities										1				\$70			\$70
5. Pre-bid Meeting & documentation		2			4					2				\$1,030			\$1,030
6. Addenda & consultation	2	12			24		16			6				\$7,520			\$7,520
7. Engineer's estimate					1	1	2							\$395			\$395
8. Bid opening					2		2							\$430			\$430
9. Bid tabulation					3					2				\$530			\$530
10. Prepare construction contracts & documents		1			4					4				\$985			\$985
11. Deliverables (hard copy & PDF)							2			2				\$310			\$310
															Mileage	\$100.00	\$100
															Repro/Delivery	\$1,500.00	\$1,500
<b>BIDDING PHASE - SUBTOTAL HOURS</b>	2	15	0	0	40	1	24	0	0	19	0	0	0				
<b>BIDDING PHASE - SUBTOTAL FEE</b>	\$400	\$2,775	\$0	\$0	\$5,200	\$95	\$2,040	\$0	\$0	\$1,330	\$0	\$0	\$0	\$11,840		\$1,600.00	<b>\$13,440</b>
Note: Paving, CARS & Storm projects will be one Bidding Phase. Hours shown above are for all three projects. Bidding phase subtotals shown are prorated for each project.																	
<b>PAVING PROJECT - BIDDING PHASE - SUBTOTAL FEE</b>																	<b>\$5,000</b>



**EXHIBIT B  
PROJECT ESTIMATING SHEET**

PV Project Number: PAVP2014

2014 Street Paving Program

Prairie Village, Kansas

Revised Date: 3/26/2014

Made By: KEL/CMS/ALR

Tasks	PRINCIPAL	SR. PROJECT	PROJECT	SENIOR	INTERN	DESIGN	CAD	CAD	PROJ.	LAND	LAND	SURVEY CREW	LABOR	OTHER DIRECT COSTS		TOTAL	
	\$200.00	MANAGER	MANAGER	ENGINEER	ENGINEER	ENGINEER (IE)	TECH I	TECH II	TECH I	SUPPORT	SURVEYOR II	SURVEYOR I	MEMBER II	COSTS	ITEM	COST	FEE
<b>CONSTRUCTION SERVICES PHASE (PAVING, CARS &amp; STORM)</b>																	
1. Preconstruction meeting & documentation		2			4				2								\$1,030
2. Periodic construction consultation		4			16												\$3,580
3. Shop drawing review		2			8												\$2,930
4. Plan revisions									8								\$680
5. Record drawings		2			2				16								\$1,990
6. Deliverables (CAD files & TIFF images)									2				2				\$310
7. Progress meeting (1)		2			2												\$630
															Mileage		\$60.00
															Repro./Delivery		\$200.00
CONST. SERVICES PHASE - SUBTOTAL HOURS	0	12	0	0	32	24	26	0	0	4	0	0	0				
CONST. SERVICES PHASE - SUBTOTAL FEE	\$0	\$2,220	\$0	\$0	\$4,160	\$2,280	\$2,210	\$0	\$0	\$280	\$0	\$0	\$0	\$11,150			\$260.00
Note: Paving, CARS & Storm projects will be one Construction Services Phase. Hours shown above are for all three projects. Construction Services phase subtotals shown are prorated for each project.																	
<b>PAVING PROJECT - CONST. SERVICES PHASE - SUBTOTAL FEE</b>																	<b>\$4,000</b>
<b>GRAND TOTAL - PAVING</b>																	<b>\$54,210</b>



**EXHIBIT B**  
**PROJECT ESTIMATING SHEET**

PV Project Number: SODR0004

2014 CARS Program

Prairie Village, Kansas

Date: 3/26/2014

Made By: KEL/RAW

	PRINCIPAL	SR. PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	DESIGN TECH I	CAD TECH II	PROJ. RELATED SUPPORT	LAND SURVEYOR II	LAND SURVEYOR I	SURVEY CREW MEMBER II	LABOR COSTS	OTHER DIRECT COSTS		TOTAL FEE
												ITEM	COST	
Tasks	\$200.00	\$185.00	\$145.00	\$130.00	\$85.00	\$80.00	\$70.00	\$130.00	\$85.00	\$80.00				
<b>DESIGN PHASE</b>														
1	Startup meeting	1		1							\$315			\$315
2	Review existing information			1	2						\$300			\$300
3	Utility coordination (1 meeting)			4	2				1		\$775			\$775
4	Field Reconnaissance	2		4	4						\$1,230			\$1,230
5	Field survey (topo)							12	60	64	\$11,780			\$11,780
6	AIMS mapping				2						\$170			\$170
7	Existing pavement markings	1				4					\$505			\$505
8	Horiz. & Vert. Control (Benchmarks & Sec. Corners)							6	8	16	\$2,740			\$2,740
9	Preliminary plans (60%)										\$0			\$0
	a. Cover Sheet										\$0			\$0
	b. Site plans										\$0			\$0
	c. Plan/profile sheets		2	24	16	32					\$7,330			\$7,330
	d. Typical sections				1	2					\$245			\$245
	e. Cross sections				16	4					\$1,680			\$1,680
	f. Details			2	2	4					\$750			\$750
	g. Traffic control & pavement marking plan	2				6					\$850			\$850
10	Preliminary plan (60%) submittal to City					1					\$85			\$85
11	Preliminary plan (60%) submittal to Utilities			1	1		1				\$285			\$285
12	Field Check (All w/City)	2		2	3						\$885			\$885
13	Public Meeting (1 for CARS - Somerset only)	4		4	4		2				\$1,740			\$1,740
14	OPCC (+15%)	2		4	6						\$1,400			\$1,400
15	Project Meetings (Monthly) & documentation (assume 1)	2		4	2			2			\$1,320			\$1,320
16	Final design documents			8	12	12					\$3,020			\$3,020
17	Project manual	2		4			4				\$1,170			\$1,170
18	Final plan (95%) submittal to City					1					\$85			\$85
19	Final plan (95%) submittal to Utilities			1	1		1				\$285			\$285
20	OPCC	2		2	4						\$970			\$970
21	Prepare bid documents (all)	2	2	8	4		4				\$2,430			\$2,430
22	Deliverables (Hard copy & PDF)	1			2						\$355			\$355
												Mileage	\$200.00	\$200
												Repro./Delivery	\$500.00	\$500
													700	
	<b>DESIGN PHASE - SUBTOTAL HOURS</b>	2	23	2	74	86	64	12	20	69	80			
	<b>DESIGN PHASE - SUBTOTAL FEE</b>	\$400	\$4,255	\$290	\$9,620	\$7,310	\$5,120	\$840	\$2,600	\$5,865	\$6,400	\$42,700	\$700.00	<b>\$43,400</b>
<b>BIDDING PHASE (SEE PAVING PROJECT)</b>														
1	Note: Bidding Phase tasks and hours are totaled under the Paving Project.													
	<b>BIDDING PHASE - SUBTOTAL FEE</b>													<b>\$4,440</b>
<b>CONSTRUCTION SERVICES PHASE ( SEE PAVING PROJECT)</b>														
1	Note: Construction Services tasks and hours are totaled under the Paving Project.													
	<b>CONST. SERVICES PHASE - SUBTOTAL FEE</b>													<b>\$3,500</b>
<b>GRAND TOTAL - CARS</b>														
														<b>\$51,340</b>



**EXHIBIT B**  
**PROJECT ESTIMATING SHEET**  
 PV Project Number: DRAIN14X  
 2014 Storm Drainage Repair  
 Prairie Village, Kansas

Revised Date: 3/26/2014  
 Made By: KEL/CMS/ALR

Tasks	PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	INTERN ENGINEER (IE)	DESIGN TECH I	CAD TECH II	CAD TECH I	PROJ. RELATED SUPPORT	LAND SURVEYOR II	LAND SURVEYOR I	SURVEY CREW MEMBER II	LABOR COSTS	OTHER DIRECT COSTS ITEM	TOTAL FEE
<b>DESIGN PHASE</b>																
1. Startup meeting		1			2									\$445		\$445
2. Review existing information					2	2								\$450		\$450
3. Utility coordination (3 meetings)					4	2	2							\$880		\$880
4. Field Reconnaissance		1			2		2							\$615		\$615
5. Field survey (topo)											4	20	62	\$7,180		\$7,180
6. Property information and legal descriptions											6	28	12	\$4,120		\$4,120
7. AIMS mapping								2						\$160		\$160
8. Existing pavement markings														\$0		\$0
9. Horiz. & Vert. Control; Topo											4	8	12	\$2,160		\$2,160
10. Preliminary plans (60%)														\$0		\$0
a. Cover Sheet														\$0		\$0
b. Site plans					2			2						\$420		\$420
c. Plan/profile sheets	1	1			4	8	6	8						\$2,815		\$2,815
d. Typical sections							1	2						\$245		\$245
e. Cross sections							6	4						\$830		\$830
f. Details					2		2	4						\$750		\$750
g. Traffic control		1			2			3						\$685		\$685
11. Preliminary plan (60%) submittal to City							2							\$170		\$170
12. Preliminary plan (60%) submittal to Utilities					1		2			2				\$440		\$440
13. Field Check (All w/City)		2			2		4	2						\$1,130		\$1,130
14. Public Meeting (1 for CARS only)														\$0		\$0
15. OPCC (+15%)		1			1	3	3							\$855		\$855
16. Project Meetings (Monthly) & documentation (assume 1)		2			2		2			2				\$940		\$940
17. Final design documents		2			6	3	6	8						\$2,585		\$2,585
18. Project manual		1			4	2				2				\$1,035		\$1,035
19. Final plan (95%) submittal to City							4							\$340		\$340
20. Final plan (95%) submittal to Utilities							4			2				\$480		\$480
21. OPCC		1			4		2							\$875		\$875
22. Prepare bid documents (all)	2				4	4	4			2				\$1,780		\$1,780
23. Deliverables (Hard copy & PDF)							2			2				\$310		\$310
														Mileage	\$110.00	\$110
														Repro./Delivery	\$100.00	\$100
<b>DESIGN PHASE - SUBTOTAL HOURS:</b>	3	13	0	0	44	24	54	35	0	12	14	56	86			
<b>DESIGN PHASE - SUBTOTAL FEE:</b>	\$600	\$2,405	\$0	\$0	\$5,720	\$2,280	\$4,590	\$2,800	\$0	\$840	\$1,820	\$4,760	\$6,880	\$32,695	\$210.00	<b>\$32,905</b>
<b>BIDDING PHASE (SEE PAVING PROJECT)</b>																
Note: Bidding Phase tasks and hours are totaled under the Paving Project.																
<b>BIDDING PHASE - SUBTOTAL FEE</b>																
<b>\$4,000</b>																
<b>CONSTRUCTION SERVICES PHASE (SEE PAVING PROJECT)</b>																
Note: Construction Services tasks and hours are totaled under the Paving Project.																
<b>CONST. SERVICES PHASE - SUBTOTAL FEE</b>																
<b>\$3,910</b>																
<b>GRAND TOTAL - STORM DRAINAGE REPAIR</b>																
<b>\$40,815</b>																



**EXHIBIT B**  
**PROJECT ESTIMATING SHEET**

PV Project Number: 2014 CDBG

CDBG Program: Rainbow Drive (75th Street to Booth Drive)

Prairie Village, Kansas

Date: 3/26/2014

Made By: KEL/CMS

	Tasks	PRINCIPAL	SR. PROJECT	SENIOR		DESIGN	CAD	PROJ. RELATED	LAND	LAND	SURVEY CREW	LABOR	OTHER DIRECT COSTS		TOTAL
			MANAGER	ENGINEER	ENGINEER	TECH I	TECH II	SUPPORT	SURVEYOR II	SURVEYOR I	MEMBER II	COSTS	ITEM	COST	FEE
		\$200.00	\$185.00	\$145.00	\$130.00	\$85.00	\$80.00	\$70.00	\$130.00	\$85.00	\$80.00				
<b>DESIGN PHASE</b>															
1	Startup meeting											\$0			\$0
2	Review existing information											\$0			\$0
3	Utility coordination (1 meetings)				2	1						\$345			\$345
4	Field Reconnaissance				2	2						\$430			\$430
5	Field survey (topo)											\$0			\$0
6	AIMS mapping					2						\$170			\$170
7	Existing pavement markings											\$0			\$0
8	Horiz. & Vert. Control (Benchmarks & Sec. Corners)											\$0			\$0
9	Preliminary plans (60%)											\$0			\$0
	a. Plan sheets (using aerial & AIMS mapping)		4		4	24						\$3,300			\$3,300
	b. Cross-sections/typical sections											\$0			\$0
	c. Drainage											\$0			\$0
	d. Details				2	4						\$600			\$600
	e. Cross sections											\$0			\$0
	f. Easements (mapping and documents)											\$0			\$0
	g. Traffic control & pavement marking plan							2				\$160			\$160
10	Field Check (All)				3	3						\$645			\$645
11	Public Meeting (1 for all streets)											\$0			\$0
12	Draft specifications	2	2		4			2				\$1,430			\$1,430
13	OPCC (+15%)		1		2	4						\$785			\$785
14	Review project budget		1									\$185			\$185
15	Project Meetings (Monthly) & documentation (assume 1)		2		4	2		1	2			\$1,390			\$1,390
16	Final design documents				2	4		10				\$1,400			\$1,400
17	Project manual		2		6			2				\$1,290			\$1,290
18	Final plan (95%) submittal to City							1				\$80			\$80
19	Final plan (95%) submittal to Utilities							1	1			\$150			\$150
20	OPCC		1		3	2						\$745			\$745
21	Bid documents (all)				3	2		2				\$700			\$700
22	Deliverables (Hard copy & PDF)		2		1							\$500			\$500
													Mileage	\$60.00	\$60
													Repro./Delivery	\$100.00	\$100
														160	
	<b>DESIGN PHASE - SUBTOTAL HOURS</b>	2	15	0	38	50	14	8	2	0	0				
	<b>DESIGN PHASE - SUBTOTAL FEE</b>	\$400	\$2,775	\$0	\$4,940	\$4,250	\$1,120	\$560	\$260	\$0	\$0	\$14,305		\$160.00	<b>\$14,465</b>
<b>BIDDING PHASE</b>															
1	Notice to bidders				4			1				\$590	ads	\$100.00	\$690
2	Distribute notice to bidders							2				\$140			\$140
3	Provide bidding documents to printer					2						\$170			\$170
4	Plans to utilities							1				\$70			\$70
5	Pre-bid Meeting & documentation		1		4			2				\$845			\$845
6	Addenda & consultation	2	2		4	4		4				\$1,910			\$1,910
7	Engineer's estimate		1		1							\$315			\$315
8	Bid opening		2		2							\$630			\$630
9	Bid tabulation				2							\$260			\$260
10	Construction contracts & documents				2			4				\$540			\$540
11	Deliverables (hard copy & PDF)					2		2				\$310			\$310
													Mileage	\$50.00	\$50
													Repro./Delivery	\$200.00	\$200

	<b>BIDDING PHASE - SUBTOTAL HOURS</b>	2	6	0	19	8	0	16	0	0	0				
	<b>BIDDING PHASE - SUBTOTAL FEE</b>	\$400	\$1,110	\$0	\$2,470	\$680	\$0	\$1,120	\$0	\$0	\$0	\$5,780		\$350.00	<b>\$6,130</b>
CONSTRUCTION SERVICES PHASE (PAVING, CARS & STORM) Note: Paving, CARS & Storm projects will be one Bidding Phase. Hours shown above are for all three projects. Bidding phase subtotals shown are prorated for each project.															
	<b>CONSTRUCTION SERVICES PHASE</b>														
1	Preconstruction meeting & documentation				2			2				\$400			\$400
2	Periodic construction consultation		2		4							\$890			\$890
3	Shop drawing review				2	8						\$940			\$940
4	Plan revisions											\$0			\$0
5	Record drawings					2						\$170			\$170
6	Deliverables (CAD files & TIFF images)											\$0			\$0
7	Progress meeting (1)											\$0			\$0
													Mileage	\$50.00	\$50
													Repro./Delivery	\$150.00	\$150
	<b>CONST. SERVICES PHASE - SUBTOTAL HOURS</b>	0	2	0	8	10	0	2	0	0	0				
	<b>CONST. SERVICES PHASE - SUBTOTAL FEE</b>	\$0	\$370	\$0	\$1,040	\$850	\$0	\$140	\$0	\$0	\$0	\$2,400		\$200.00	<b>\$2,600</b>
	<b>GRAND TOTAL - CDBG</b>														<b>\$23,195</b>



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: April 7, 2014

Council Meeting Date: April 7, 2014

### **\*COU2014-07 - CONSIDER AGREEMENT WITH LARKIN AQUATICS FOR THE ENGINEERING EVALUATION OF THE PRAIRIE VILLAGE AQUATIC CENTER.**

#### **RECOMMENDATION**

Move to approve the agreement with Larkin Aquatics for the Engineering Evaluation of the Prairie Village Aquatics Center for a cost not to exceed \$10,000.00.

#### **BACKGROUND**

This contract is for the Engineering Evaluation of the Prairie Village Aquatics Center.

The study will evaluate the condition of the facility to identify repair and maintenance needs, predict remaining life of elements of the facility, and evaluate alternatives for repair and/or replacement of aged parts of the facility. The results of this study will help the City budget for future needs of the Aquatics Center. Larkin Aquatics has past knowledge of our center that will be beneficial to the study. Given that the costs of this study are under \$10,000.00 we did not request proposals from multiple consultants.

This study is expected to begin once approved and will be completed in 6 to 8 weeks.

#### **FUNDIGN SOURCE**

Funding is available in under CIP Project POOLPLNx, Aquatic Center Assessment Plan

#### **RELATED TO VILLAGE VISION**

*CFS3a. Enhance parks for active and passive recreation through capital improvements such as landscaping, tree and flower planting, shelters, picnic facilities, athletic fields, etc.*

#### **ATTACHMENTS**

1. Agreement with Larkin Aquatics

#### **PREPARED BY**

Keith Bredehoeft, Public Works Director

April 3, 2014

# AGREEMENT FOR PROFESSIONAL ENGINEER

For

## ENGINEERING EVALUATION

Of

### PROJECT- POOLPLNx PRAIRIE VILLAGE AQUATIC CENTER

***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 **Larkin Aquatics**, a corporation with offices at 9200 Ward Parkway, Suite 200, Kansas City, Missouri 64114, hereinafter called the “**Consultant**”.

***WITNESSED, THAT WHEREAS***, City has determined a need to retain a professional engineering firm to provide services for the Engineering Evaluation of the Prairie Village Aquatic Center to determine maintenance needs and identify future needs of the center, hereinafter called the “**Project**”,

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

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

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

## Article I City Responsibilities

- A. **Project Definition** The City is preparing to have an Engineering Evaluation of the existing Prairie Village Aquatic Center and to identify future needs to the center.
- B. **City Representative** The City shall in a timely manner designate, S. Robert Pryzby, Director of Public Works, to act as the City’s representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City’s policies and decisions with respect to the Consultant’s services for the Project.
- C. **Existing Data and Records** The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant’s use of such content, materials or documents.

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

## Article II Consultant Responsibilities

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

## Article III Scope of Services

- A. The Consultant understands the aquatic center has been improved and expanded over the years; the last renovation being completed in the early 2000's, but some of the facility is decades old. We understand the 50-meter lap pool is the oldest structure in the facility and the concrete is showing signs of decay. We also understand there may be a leak in the recirculation system for the dive pool.

We understand the City is interested in evaluating the condition of the facility to identify repair and maintenance needs, predict remaining life of elements of the facility, and evaluate alternatives for repair and/or replacement of aged parts of the facility. To address these needs and concerns, we propose the following scope of services:

### PROPOSED SCOPE OF SERVICES:

1. Larkin will conduct a site visit to observe conditions of the facility including the bathhouse, pool basins and deck, deck equipment (ladders, diving stands, racing platforms, etc.), water play equipment, and pool mechanical (recirculation, filtration, and chemical feed) equipment.
  - a. Note and photo-document visual observations.
  - b. Note any conditions that are not in compliance with current swimming pool codes.
  - c. No testing (such as destructive concrete testing or pressure pipe testing) is proposed at this time.
  - d. Interview staff to identify operations and maintenance issues.
2. Review available construction plans
3. Develop a list of recommended repair and maintenance needs

4. Prepare a partial draft report, compiling the evaluation findings, recommended repairs and maintenance, and opinions of cost for repairs.
5. Meet with decision-makers to present the partial draft report and discuss the goals and objectives for defining an improvements plan.
  - a. Decision-makers will be determined by the City, but could include City staff, Park Board, and/or members of City Council.
  - b. The goal of the meeting is to identify the future vision for the facility. It is important to determine:
    - i. Should the existing aquatic amenities be maintained or should other features be considered in a renovation? For example, is a 50 meter pool part of the improvements plan?
    - ii. Does the facility meet current program needs?
    - iii. Is the current facility appropriately sized, or should the facility be expanded?
    - iv. Is public input desired as part of this analysis?
6. With direction from the decision-makers, Larkin will develop an improvements concept (or alternatives, as appropriate).
  - a. Concepts will be illustrated with 2D color plan drawings and photographs to represent key features.
  - b. Retro-fit or phased concepts will be developed with engineering and construction considerations in mind.
  - c. A budgetary cost estimate will be developed for the concept (or alternatives).
7. Meet again with the decision-makers to present the improvements concept or alternatives and obtain feedback.
8. Revise and finalize the concept and budgetary cost estimate based on comments. Conduct follow-up meetings, if required.
9. Finalize Engineering Report with evaluation findings, documentation of meetings with decision-makers, and proposed concept and budgetary estimate.
10. Present the findings and recommendation of the Study to the City Council.

## Article IV Time Schedule

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

## Article V Compensation

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

Total Maximum Fee \$ [10,000]

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

## Article VI General Provisions

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

1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
  2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
  3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
  4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
  5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with



the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

- K. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees 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.
- M. Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to item by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- O. Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- P. Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

**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  
Department of Public Works  
3535 Somerset Drive  
Prairie Village, Kansas 66208

Telephone: 913-385-4640  
Email: publicworks@pvkansas.com

ATTEST:

\_\_\_\_\_

Joyce Hagen Mundy, City Clerk

**Consultant:**

Larkin Aquatics

By \_\_\_\_\_

Andy Smith, Aquatics Group Leaders

Address for giving notices:

Larkin Aquatics  
9200 Ward Parkway  
Suite 200  
Kansas City, Missouri 64114

Telephone: 816-361-0440  
Email: Andy.Smith@LRA-INC.com

APPROVED AS TO FORM BY:

\_\_\_\_\_

Catherine P. Logan, City Attorney

EXHIBIT B  
 Project: POOLPLNx  
 PV Aquatics Center Engineering Evaluation

		Andy	Kyle	Maggie	Scott	Clem		
		\$188	\$117	\$86	\$94	\$92		
Improvement Concept Plan	Site visit to observe conditions	1	4					
	Review existing site plans		4					
	Develop list of recommended repair & maintenance issues	1	8	6				
	Prepare draft report		8	6				
	Present draft report	1	2	2				
	Develop an improvement concept plan (ICP) draft	1	4		20			
	Cost estimate of ICP draft		4					
	Prepare for ICP presentation		2	2				
	Present ICP draft	1	2					
	Finalize ICP draft		4		4			
	Present ICP draft	1	2					
		<b>Inspection Total</b>	<b>6</b>	<b>44</b>	<b>16</b>	<b>24</b>	<b>0</b>	<b>90</b>
Schematic Design	Improvement Concept/Plan							
	Opinion of Cost							
	Sub-consultant Coordination							
	Client Review/Presentations							
	Pool Layout Revision							
	Sub-consultant Coordination							
	Opinion of Cost							
	Site Layout							
	Client Review/Presentations							
	<b>SD Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
Design Development	Equipment Selection							
	Amenity Selection							
	Design Narrative							
	Opinion of Cost							
	Client Review/Presentations							
		<b>DD Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Construction Documents	Civil Sheets							
	Pool Plans							
	Pool Mech							
	Filter Room Plans							
	Feature Details							
	50% Coordination							
	75% Coordination							
	100% Coordination							
	Client Review/Presentations							
	CD - PM & Project Coord	0	0	0	0	0		
	<b>CD Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
Bid	<b>Total</b>						<b>0</b>	<b>\$ -</b>
Construction Admin	Site Visits *							
	Submittals/RFIs							
	Start-up							
	Warranty walk-thru							
		<b>CA Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Larkin Sub-Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 9,908</b>
BSE	Architectural Sub							\$ -
PKMR	Architectural Sub							\$ -
Arch	Law Kindgon							\$ -
							<b>TOTAL</b>	<b>\$ 9,908</b>



## PLANNING COMMISSION

Council Meeting Date: April 7, 2014

### Consider Amendments to Zoning Ordinances Chapters 19.28 and 19.52

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#### **SUGGESTED MOTION:**

Move the Governing Body adopt Ordinance 2307 amending Chapter 19.28 of the Prairie Village Municipal Code, entitled “Special Use Permits” by adding Section 19.28.075 entitled “Reapplication Waiting Period” and amending Chapter 19.52 entitled “Procedural Provisions” by adding a new Section 19.52.055 entitled “Reapplication Waiting Period”.

#### **BACKGROUND**

On October 21, 2013, the City Council on a vote of 6 to 5 asked the Planning Commission to authorize a public hearing on the addition of a reapplication waiting period for special use permit and rezoning applications. The Commission discussed the issue in January and authorized a public hearing. The Planning Commission looked at similar ordinances from area cities. In talking with representatives from those cities, it was learned that the ordinances are seldom or have never been used.

The language proposed by staff calls for a six month waiting period unless the legal description of the property has substantially changed or the new application is for a Special Use Permit that has a different use than the original. The Planning Commission recommended added language from Overland Park’s regulations designating an individual that would determine if the application were “substantially changed” and establishing an appeal of that determination to the Planning Commission.

The proposed new language that would be found in both Chapter 19.52 and **19.28** is as follows:

#### 19.52.055 (**19.28.075**) Reapplication Waiting Period

In the case of denial of an application by the Governing Body, the applicant must wait a period of six (6) months from the date of denial before reapplying for approval of a new development plan or zoning change (**for a Special Use Permit**) unless the legal description of the property has substantially changed or the new application is for a more restrictive zoning district than the original (**is a different use than the original.**)

The City Administrator or his/her designee shall determine if an application concerns “substantially the same” property, development and land use as a prior application. The landowner may appeal any such determination to the Planning

Commission. The Governing Body may waive the waiting period for good cause shown.

The public hearing was held on March 4, 2014 with the Planning Commission making further changes to the proposed regulations and unanimously recommending the proposed regulations as amended. Their discussion and recommendation are reflected in the minutes of January 7<sup>th</sup> and March 4<sup>th</sup> which are attached.

**RECOMMENDED ACTION:**

1. Approve the recommendation of the Planning Commission and adopt Ordinance \_\_\_\_\_ by a simple majority (7 votes) of the Governing Body.
2. Override the recommendation of the Planning Commission by a 2/3 (9 votes) majority vote of the Governing Body.
3. Return the recommendation to the Planning Commission with a statement specifying the basis for the Governing Body failure to approve or disapprove by a simple majority of the quorum present.

**RELATIONSHIP TO VILLAGE VISION**

*LR1A "Update the zoning ordinance to reflect contemporary land uses issues while preserving the identity and character of Prairie Village."*

**ATTACHMENTS**

PC2014-01 Staff Report  
PC Minutes of 01/07/2014  
Draft of PC Minutes of 3/4/2014  
Proposed Ordinances

**PREPARED BY**

Joyce Hagen Mundy  
City Clerk/Planning Commission Secretary

Date: March 10, 2014

## STAFF REPORT

**TO:** Prairie Village Planning Commission  
**FROM:** Ron Williamson, FAICP, Lochner, Planning Consultant  
**SUBJECT:** PC 2014-01 Proposed Amendment to include a Reapplication Waiting Period for Special Use Permits and Rezonings  
**DATE:** March 4, 2014 Project #000009686

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### COMMENTS:

At its regular meeting on October 21, 2013, the City Council discussed amending the zoning regulations to include a reapplication waiting period for Special Use Permits and Rezonings. The discussion ranged from leaving the ordinance as it currently is to having a one-year reapplication waiting period. On a 6 to 5 vote, the Council requested the Planning Commission evaluate the issue and consider authorizing a public hearing. The Planning Commission discussed the issue at its January 7, 2014 meeting and directed Staff to advertise the matter for a public hearing and discuss the issue with other cities in Johnson County.

Staff has researched the other communities in Johnson County and the following is a summary of their requirements:

<u>City</u>	<u>Zoning Reapplication Waiting Period</u>	<u>Special Use Permit Reapplication Waiting Period</u>
Leawood	6 months	6 months
Olathe	1 year	1 year
Shawnee	none	none
Overland Park	6 months	none
Lenexa	1 year	none
Mission	6 months	none

The specific regulation for each community is set out in the following:

### LEAWOOD:

#### **16-5-5.3 Reapplication after Denial**

In the case of denial of an application by the Planning Commission or Governing Body, the applicant must wait a period of 6 months before reapplying for approval or a new development plan or zoning change on the same property, unless approved by the Governing Body upon a showing of changed circumstances.

In conversation with the Leawood Planning Staff, it was reported that this regulation has not been used for sure in the past five (5) years and perhaps, not in the past 15 years.

**OLATHE:****18.12.015 Resubmitting Applications for Plats, Rezoning and Special Use Permits**

When a proposed application for rezoning, special use permit, or plat has been withdrawn by the applicant or denied by the Planning Commission or the Governing Body, the same application for the same property shall not be resubmitted for a period of one (1) year from the date of withdrawal or denial. However, an application for a different zoning classification or special use permit request can be submitted at any time. In addition, a new plat application showing major modifications and/or revisions to the withdrawn or denied plat application may be submitted at any time.

In conversation with the Olathe Planning Staff, it was reported that this regulation has not been used since Staff can remember. They do feel it is a good safeguard and may encourage applicants to initially submit a better project.

**OVERLAND PARK:****18.140.460 Limitation on successive rezoning applications by landowner**

- A. No application for rezoning by a landowner or a landowner's agent shall be accepted if any application for substantially the same property has been filed and advertised for public hearing within the preceding 6 months.
- B. For purposes of subsection A, the preceding 6-month period shall be determined as follows:
  1. If there was a final action (either approval or denial) on the prior application, the 6-month period shall run from the date of such action.
  2. If the prior application was withdrawn after being advertised for public hearing, the 6-month period shall run from the date the application was withdrawn.
- C. The Director of Planning and Development Services shall determine if an application concerns "substantially the same property" as a prior application. The landowner may appeal any such determination to the Planning Commission.
- D. The Governing Body may waive the limitation in this section for good cause shown.  
(History: Ord. ZRR-2343 §35, 2002; ZRR-1725; ZRR-1637)

In conversation with the Overland Park Planning Staff, it was reported that it may have been used two (2) or three (3) times in the past 20 years.

**LENEXA:****H. Waiting Period for Re-Application:**

In the event that the Governing Body denies an application for amendment to the Zoning Map, such application shall not be resubmitted for 1 year. The Community Development Director may, by separate action, waive the 1-year waiting period, upon petition by the applicant, if the Planning Commission finds that:

1. There have been significant physical, economic, land use or other changes in the area that affect the appropriateness of the zoning of property in the area in general; or
2. There has been a significant and pertinent change to the text of the Zoning Ordinance; or
3. The new application is for a more restrictive use than the original.

In conversation with the Lenexa Planning Staff, it was reported that it was not used in the past 13 years. Applicants typically revise the application to something that is more acceptable before reapplying.

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**MISSION:****440.360: LIMITATION ON SUCCESSIVE REZONING APPLICATIONS BY LANDOWNER**

- A. No application for rezoning by a landowner or agent will be accepted if any application for substantially the same property and substantially the same development or land use has been filed and advertised for public hearing within the preceding six (6) months.
- B. For purposes of Subsection (A), the preceding six (6) month period shall be determined as follows:
  - 1. If there was a final action (either approval or denial) on the prior application, the six (6) month period shall run from the date of such action.
  - 2. If the prior application was withdrawn after being advertised for public hearing, the six (6) month period shall run from the date the application was withdrawn.
- C. The Public Works Director shall determine if an application concerns “substantially the same” property, development and land use as a prior application. The landowner may appeal any such determination to the Planning Commission.
- D. The City Council may waive the limitation in this Section for good cause shown. (Ord. No. 1007 §16-203A.400, 1-24-01)

In conversation with the Mission Planning Staff, it was reported that they do not recall this regulation being used.

The concern with having no waiting period is that controversial applications require significant Staff, Planning Commission, and City Council time, as well as, numerous meetings for interested or affected citizens. Prairie Village has a small staff and repetitive applications take staff away from other responsibilities. Another point is that if a lawsuit is filed, a waiting period might allow adequate time for the courts to decide an issue before a new application is considered. It appears that the most common waiting period is six (6) months and that might be a good starting point. Another question is whether the reapplication waiting period applies to the same Special Use Permit or Rezoning, or if a different request is made should the waiting period not apply.

The general consensus from the five cities is that an applicant rarely reapplies for the same request. Usually the plan changes, the land use changes, or the legal description changes making it a new application. There is no compiled data to suggest it, but it could be concluded that the applicant thinks through the project more carefully and submits a better application the first time.

It should be pointed out that none of the ordinances would have prevented the immediate reapplication of Mission Chateau. The legal description and land use changed substantially, which would allow an immediate reapplication.

**REZONING APPLICATIONS**

For rezonings, a new Section 19.52.055 Reapplication Waiting Period would be added to Chapter 19.52 PROCEDURAL PROVISIONS. Suggested wording is as follows:

**19.52.055 Reapplication Waiting Period**

In the case of denial of an application by the Governing Body, the applicant must wait a period of six (6) months from the date of denial before reapplying for approval of a new development plan or zoning change unless the legal description of the property has substantially changed, the proposed land use has changed, or the application is for a more restrictive zoning district than the original.

The Governing Body may waive the waiting period for good cause shown.



**SPECIAL USE PERMITS**

Fewer cities have a reapplication waiting period for Special Use Permits. Since case law has determined that Special Use Permits are a change in land use and are subject to the “Golden Criteria”, it would appear logical to treat them the same as rezonings.

A new Section 19.28.075 Reapplication Waiting Period would be added to Chapter 19.28 SPECIAL USE PERMITS. Suggested wording is as follows:

**19.28.075 Reapplication Waiting Period**

In the case of denial of an application by the Governing Body, the applicant must wait a period of six (6) months from the date of denial before reapplying for approval of a Special Use Permit unless the legal description of the property has substantially changed or the new application is for a Special Use Permit that is a different use than the original.

The Governing Body may waive the waiting period for good cause shown.

**RECOMMENDATION:**

It is the recommendation of Staff that the Planning Commission consider the proposed amendment along with input from the public; make revisions as it deems appropriate; and recommend the proposed amendment to the Governing Body for approval.

**PLANNING COMMISSION MINUTES**  
**January 7, 2014**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, January 7, 2014, in the Municipal Building Council Chambers at 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Bob Lindeblad, Gregory Wolf; Randy Kronblad and Nancy Vennard.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, City Planning Consultant; Kate Gunja, Assistant City Administrator; Danielle Dulin, Assistant to the City Administrator; Keith Bredehoeft, Public Works Director, Jim Brown, Building Official and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary. Also present was Andrew Wang Council liaison.

**APPROVAL OF MINUTES**

Bob Lindeblad moved the approval of the Planning Commission minutes of December 3, 2013. The motion was seconded by Gregory Wolf and passed by a vote of 4 to 0 with Randy Kronblad abstaining.

Chairman Ken Vaughn noted four public hearings on the agenda and reviewed the procedure for the public hearings. Due to the similarity of applications the two applications from the YMCA would be heard together as well as the two applications from Johnson County Park & Recreation District.

**PUBLIC HEARINGS**

**PC2013-09 Request for Special Use Permit for Day Care Program  
7230 Belinder Avenue (Belinder Elementary School)**

Pam Watkins, Vice President - Youth Development Services for the YMCA, stated the YMCA provides before and after school child care at Belinder Elementary School. The program operates from 7 am to 6 pm (7 to 8:10 a.m. and 3 to 6 p.m.) on days when the school is open. The Belinder program has 64 students enrolled between the ages of 5 to 12 supervised by five staff. The program uses the school gym and cafeteria, along with outdoor play areas. Access to the day care is an exterior door to the cafeteria. No changes have been made to the school for the operation of the program. Ms Watkins noted that a summer program is sometimes provided. This program would operate from 7 a.m. to 6 p.m. Monday through Friday using the same facilities.

A neighborhood meeting was held on Monday, January 6<sup>th</sup> with no one attending.

Bob Lindeblad confirmed the applicant accepted the recommended conditions of approval.

Chairman Ken Vaughn opened the public hearing for public comments. No one was present to address the Commission on this application. The public hearing was closed.

Ron Williamson noted the program has operated for several years with the approval of the school district and provides a valuable service to the community. He recommends that the special use permit be approved for an indefinite period of time in compliance with the conditions of approval.

Chairman Ken Vaughn led the Commission in the following consideration of the factors for Special Use Permits and the Golden Factors:

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

The child care program will be contained within an existing elementary school building and fenced playground which is in compliance with the zoning regulations.

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

The child care program will be an asset to the community because it will provide a much needed service for taking care of the children within the local area. It will be located within an existing building and will not adversely affect the welfare or convenience of the public.

3. **The proposed special use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**

The child care center will be located within an existing school building and use an existing parking lot therefore it should not create any problems for the adjacent property in the neighborhood.

4. **The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it, are such that this special use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to: a) the location, size and nature of the height of the building, structures, walls and fences on the site; and b) the nature and extent of landscaping and screening on the site.**

The child care center will accommodate Kindergarten through Sixth Grade and will use the school facility during normal school hours. This use will not have a dominating effect in the neighborhood because it will be located within an existing building. No expansion or modification of the building is proposed.

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

The day care center will use the existing school parking lot and driveways. Pick-up and drop-off will be on the south side of the building and will normally occur prior to and after school hours.

6. **Adequate utility, drainage and other necessary utilities have been or will be provided.**

Since this use will be occupying an existing school facility, utility services are already provided.

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

Adequate entrance and exit drives currently exist at the facility and this proposed special use will utilize the existing infrastructure that is already in place.

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

This particular use does not have any hazardous materials, processes, odors or intrusive noises that accompany it.

9. **Architectural style and exterior materials are compatible with such styles and materials used in the neighborhood in which the proposed structure is to be built or located.**

The special use will not require any changes in the exterior architecture or style of the existing building. It should be noted that the school was remodeled in 2010.

### **GOLDEN FACTORS FOR CONSIDERATION:**

1. **The character of the neighborhood;**

The neighborhood character is single-family dwellings on the north, south, east and west sides.

2. **The zoning and uses of property nearby;**

North: R-1B Single-Family District - Single-Family Dwellings

East: R-1B Single-Family District - Single-Family Dwellings

South: R-1B Single-Family District - Single-Family Dwellings

West: R-1B Single-Family District - Single-Family Dwellings

3. **The suitability of the property for the uses to which it has been restricted under its existing zoning;**

The property is zoned R-1B Single-Family Residential District which permits single-family dwellings, churches, schools, public buildings, parks, group homes and other uses that may be permitted either as a conditional use or special use such as a day care center. The property has a variety of uses available, but has been developed as a school since 1960, which is a permitted use.

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

The day care center has been in existence since the start of the school year and has not created any detrimental neighborhood issues. The south drive will be the main drop-off and pick-up area and should be adequate to accommodate the traffic. There do not appear to be any detrimental effects on the neighborhood.

5. **The length of time of any vacancy of the property;**

Belinder Elementary School was built in 1960 and the site has not been vacant since that time.

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

The proposed day care center is within an existing building that will not have any exterior modifications. The applicant will be able to utilize the property for a needed community service and no hardship will be created for adjacent property owners.

7. **City staff recommendations;**

The use has been in operation for several months with no complaints; the use will be within an existing building with no exterior changes; the use will have minimal impact on the neighborhood; and the use will provide a needed day care service for children that is in demand in Prairie Village. It is recommended that it be approved for an indefinite period of time unless issues develop that adversely affect the neighborhood, and if that occurs reevaluation of the day care center would be required.

8. **Conformance with the Comprehensive Plan.**

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The day care center is an amenity that will improve quality of life in Prairie Village and help make it a desirable location for young families. This application for approval of the day care center is consistent with Village Vision in encouraging reinvestment; providing multiple uses in existing buildings and making better use of underutilized facilities.

Bob Lindeblad moved the Planning Commission find favorably on the ordinance factors and the Golden Factors and forward PC2013-09 request for a Special Use Permit for the operation of a child day care program at 7230 Belinder (Belinder Elementary School) to the Governing Body with a recommendation for approval subject to the following conditions:

1. That the child care center be approved for use on school days from 7:00 am to 6:00 pm, and from 7:00 am to 6:00 pm, Monday through Friday, during the summer.
2. That the child care center be permitted to operate subject to the licensing requirements by the Kansas Department of Health and Environment.
3. That the special use permit be issued for the child care center for an indefinite period of time unless it creates issues in the neighborhood and then they shall file a new application for reconsideration by the Planning Commission and Governing Body.

4. That the day care center be in compliance with Fire Department regulations and inspections.
5. If this permit is found not to be in compliance with the terms of the approval of the Special Use Permit it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.

The motion was seconded by Gregory Wolf and passed unanimously.

#### **SITE PLAN APPROVAL**

Since the proposed day care center will be within an existing school building and no changes to the building or site will occur, Bob Lindeblad moved the Site Plan Approval be waived. The motion was seconded by Gregory Wolf and passed unanimously.

#### **PC2013-10 Request for Special Use Permit for Day Care Program 6642 Mission Road (Prairie Elementary School)**

Pam Watkins, Vice President - Youth Development Services for the YMCA, stated the YMCA provides before and after school child care at Prairie Elementary School. The program operates from 7 am to 6 pm (7 to 8:10 a.m. and 3 to 6 p.m.) on days when the school is open. The Prairie Elementary program has 29 students enrolled between the ages of 5 to 12 supervised by two staff. The program uses the school gym and cafeteria, along with outdoor play areas. Access to the day care is an exterior door to the cafeteria. No changes have been made to the school for the operation of the program. Ms Watkins noted that a summer program is sometimes provided. This program would operate from 7 a.m. to 6 p.m. Monday through Friday using the same facilities.

A neighborhood meeting was held on Monday, January 6<sup>th</sup> with no one attending.

Chairman Ken Vaughn opened the public hearing for public comments. No one was present to address the Commission on this application. The public hearing was closed.

Ron Williamson noted that a special use permit for the operation of a day care center at this site was previously approved at this location for another provider.

Chairman Ken Vaughn led the Commission in the following consideration of the factors for Special Use Permits and the Golden Factors:

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

The child care program will be contained within an existing elementary school building and fenced playground which is in compliance with the zoning regulations.

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

The child care program will be an asset to the community because it will provide a much needed service for taking care of the children within the local area. It will be located

within an existing building and will not adversely affect the welfare or convenience of the public.

**3. The proposed special use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**

The child care center will be located within an existing school building and use an existing parking lot; therefore, it should not create any problems for the adjacent property in the neighborhood.

**4. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it, are such that this special use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to: a) the location, size and nature of the height of the building, structures, walls and fences on the site; and b) the nature and extent of landscaping and screening on the site.**

The child care center will accommodate Kindergarten through Sixth Grade and will use the school facility during normal school hours. This use will not have a dominating effect in the neighborhood because it will be located within an existing building. No expansion or modification of the building is proposed.

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

The day care center will use the existing school parking lot and driveways. Pick-up and drop-off will be on the south side of the building and will occur prior to and after school hours.

**6. Adequate utility, drainage and other necessary utilities have been or will be provided.**

Since this use will be occupying an existing school facility, utility services are already provided.

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

Adequate entrance and exit drives currently exist at the facility and this proposed special use will utilize the existing infrastructure that is already in place.

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

This particular use does not have any hazardous materials, processes, odors or intrusive noises that accompany it.

- 9. Architectural style and exterior materials are compatible with such styles and materials used in the neighborhood in which the proposed structure is to be built or located.**

The special use will not require any changes in the exterior architecture or style of the existing building.

#### **GOLDEN FACTORS FOR CONSIDERATION:**

- 1. The character of the neighborhood;**

The areas to the north, south and west are developed for single-family dwellings. A church exists on the east side of Mission Road. With the school, church and single-family dwellings the character of the area is unquestioningly residential.

- 2. The zoning and uses of property nearby;**

North: R-1A Single-Family District - Single-Family Dwellings

East: R-1A Single-Family District - Church

South: R-1B Single-Family District - Single-Family Dwellings

West: R-1A Single-Family District - Single-Family Dwellings

- 3. The suitability of the property for the uses to which it has been restricted under its existing zoning;**

The property is zoned R-1A Single-Family Residential District which permits single-family dwellings, churches, schools, public buildings, parks, group homes and other uses that may be permitted either as a conditional use or special use. The property has a variety of uses available, but has been developed as a school since 1882.

- 4. The extent that a change will detrimentally affect neighboring property;**

The day care center has been in existence for several years and has not created any detrimental neighborhood issues. The south drive will be the main drop-off and pick-up area and should be adequate to accommodate the traffic. There do not appear to be any detrimental effects on the neighborhood.

- 5. The length of time of any vacancy of the property;**

Prairie School was originally built on the site in 1882. A new school was built in 1912. In 1990 the school burned down and was rebuilt in 1993. The site has not been vacant since it was developed as a school.

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

The proposed day care center is within an existing building that will not have any exterior modifications. The applicant will be able to utilize the property for a needed community service and no hardship will be created for adjacent property owners.

- 7. City staff recommendations;**



The use has been in operation for several years with no complaints; the use will be within an existing building with no exterior changes; the use will have minimal impact on the neighborhood; and the use will provide a needed day care service for children that is in demand in Prairie Village. It is recommended that it be approved for an indefinite period of time unless issues develop that adversely affect the neighborhood, and if that occurs reevaluation of the center would be required.

#### **8. Conformance with the Comprehensive Plan.**

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The day care center is an amenity that will improve quality of life in Prairie Village and help make it a more desirable location for young families. This application for approval of the day care center is consistent with Village Vision in encouraging reinvestment; providing multiple uses in existing buildings and making better use of underutilized facilities.

Bob Lindeblad moved the Planning Commission find favorably on the ordinance factors and the Golden Factors and forward PC2013-10 request for a Special Use Permit for the operation of a child day care program at 6642 Mission Road (Prairie Elementary School) to the Governing Body with a recommendation for approval subject to the following conditions:

1. That the child care center be approved for use on school days from 7:00 am to 6:00 pm, and from 7:00 am to 6:00 pm, Monday through Friday, during the summer.
2. That the child care center be permitted to operate subject to the licensing requirements by the Kansas Department of Health and Environment.
3. That the special use permit be issued for the child care center for an indefinite period of time unless it creates issues in the neighborhood and then they shall file a new application for reconsideration by the Planning Commission and Governing Body.
4. That the day care center be in compliance with Fire Department regulations and inspections.
5. If this permit is found not to be in compliance with the terms of the approval of the Special Use Permit it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.

The motion was seconded by Gregory Wolf and passed unanimously.

#### **SITE PLAN APPROVAL**

Since the proposed day care center will be within an existing school building and no changes to the building or site will occur, Bob Lindeblad moved the Site Plan Approval be waived. The motion was seconded by Randy Kronblad and passed unanimously.

#### **PC2013-12 Request for Special Use Permit for Day Care Program 5300 West 86<sup>th</sup> Street (Briarwood Elementary School)**

Rob Knaussman with Johnson County Park & Recreation District stated that the District has provided before and after school child care at Briarwood Elementary School since

1993 for children who attend the school. The daycare hours are 7 to 8 a.m. and 3:10 to 6:00 p.m. for children from kindergarten through grade 6. The average enrollment is 40 to 50 students with a 1 to 12 staff/student ratio. The program operates from an assigned classroom with access to the cafeteria and gymnasium as well as the playground area.

A neighborhood meeting was held on November 14<sup>th</sup> with no one from the public attending.

Chairman Ken Vaughn opened the public hearing for public comments. No one was present to address the Commission on this application. The public hearing was closed.

Ron Williamson noted that this use has been in place for over 20 years, with no complaints from the public and staff recommends approval for an indefinite period of time. He also noted that the previous permits limited participation to Briarwood Students and recommends that this limitation be removed.

Chairman Ken Vaughn led the Commission in the following consideration of the factors for Special Use Permits and the Golden Factors:

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

The proposed special use for the day care program would be contained within an existing building, which is in compliance with the zoning regulations.

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

The proposed special use permit is an asset to the community as it utilizes an existing school facility to provide a much needed service for taking care of children after school hours.

- 3. The proposed special use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**

The special use has been in operation for 20 years, located within an existing structure, and does not create any problems for the adjacent property in the neighborhood.

- 4. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it, are such that this special use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to: a) the location, size and nature of the height of the building, structures, walls and fences on the site; and b) the nature and extent of landscaping and screening on the site.**

The proposed childcare use accommodates a smaller group of students than currently use the school facility during normal school hours. This use is an extension of the school

hours and does not have a dominating effect in the neighborhood, as it is located within an existing building.

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

The proposed day care use will use the existing off-street parking and loading areas that are currently provided by the school.

- 6. Adequate utility, drainage and other necessary utilities have been or will be provided.**

Since this use occupies an existing facility, utility services are already provided.

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

Adequate entrance and exit drives currently exist at the school facility and this proposed special use will use the existing drives that are already in place.

- 8. Adjoining properties and the general public will be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors, or unnecessary intrusive noises.**

This particular use does not have any hazardous materials, processes, odors or intrusive noises that accompany it.

- 9. Architectural style and exterior materials are compatible with such styles and materials used in the neighborhood in which the proposed structure is to be built or located.**

The proposed special use does not require any changes in the exterior architecture or style of the existing building.

#### **GOLDEN FACTORS FOR CONSIDERATION:**

- 1. The character of the neighborhood;**

The neighborhood is predominantly single-family dwellings to the north, south, east and west. The existing property is Briarwood Elementary School. The character of the immediate neighborhood is residential with single-family dwellings.

- 2. The zoning and uses of property nearby;**

North: R-1A Single-Family District - Single-Family Dwellings

East: R-1A Single-Family District - Single-Family Dwellings

South: R-1A Single-Family District - Single-Family Dwellings

West: R-1A Single-Family District - Single-Family Dwellings

- 3. The suitability of the property for the uses to which it has been restricted under its existing zoning;**

The property is zoned R-1A Single-Family Residential District which permits single-family dwellings, churches, schools, public buildings, parks, group homes and other uses that may be permitted either as a conditional use or special use. The property has a variety of uses available and it can accommodate uses that complement the primary use as a school.

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

The use has been in existence for approximately 20 years and has not created any detrimental neighborhood issues. The renewal request is proposed to operate a day care as it has in the past.

**5. The length of time of any vacancy of the property;**

The school was built in 1966 and has been used as a school since it opened.

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

The proposed day care center is within an existing building that will not have any exterior modifications. The applicant will be able to utilize an existing facility and no hardship will be created for adjacent property owners.

**7. City staff recommendations;**

The use has been in operation for 20 years with no complaints; the use will be within an existing building with no exterior changes; the use will have minimal impact on the neighborhood; and the use will provide a needed service for children that is in demand in Prairie Village. It is recommended that it be approved for an indefinite period of time unless there are complaints from neighbors or the use changes significantly.

**8. Conformance with the Comprehensive Plan.**

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The day care center is an amenity that will improve quality of life in Prairie Village and help make it a desirable location for young families. This application for approval of the day care center is consistent with Village Vision in providing multiple uses in existing buildings and making better use of underutilized facilities.

Randy Kronblad moved the Planning Commission find favorably on the ordinance factors and the Golden Factors and forward PC2013-12 requesting a Special Use Permit for the operation of a child day care program at 5400 West 86<sup>th</sup> Street (Briarwood Elementary School) to the Governing Body with a recommendation for approval subject to the following conditions:

1. That the day care program be approved for use from 7:00 am to 6:00 pm on school days and from 7:00 am to 6:00 pm, Monday through Friday, during the summer.
2. That the day care center be permitted to operate subject to the licensing requirements of the Kansas Department of Health and Environment.

3. That the Special Use Permit be issued to Briarwood Elementary School for an indefinite time and renewal will not be required unless the use changes significantly or complaints are received from the neighbors, and then a new application will be need to be filed for consideration by the Planning Commission and Governing Body.
4. That the day care center be in compliance with Fire Department regulations and inspections.
5. If this permit is found not to be in compliance with the terms of the approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.

The motion was seconded by Gregory Wolf and passed unanimously.

### **SITE PLAN APPROVAL**

Since the proposed day care center will be within an existing school building and no changes to the building or site will occur, Randy Kronblad moved the Site Plan Approval be waived. The motion was seconded by Gregory Wolf and passed unanimously.

### **PC2013-13 Request for Special Use Permit for Day Care Program 8301 Mission Road (Corinth Elementary School)**

Rob Knaussman with Johnson County Park & Recreation District stated that the District has provided before and after school child care at Corinth Elementary School. The daycare hours are 7 to 8 a.m. and 3:10 to 6:00 p.m. for children from kindergarten through grade 6. Enrollment is on a first come, first serve basis and is about 40 to 50 students with a 1 to 12 staff/student ratio. The program uses existing classrooms, the gymnasium, cafeteria and playground.

A neighborhood meeting was held on November 14<sup>th</sup> with no one from the public attending.

Chairman Ken Vaughn opened the public hearing for public comments. No one was present to address the Commission on this application. The public hearing was closed.

Chairman Ken Vaughn led the Commission in the following consideration of the factors for Special Use Permits and the Golden Factors:

#### **FACTORS FOR CONSIDERATION SPECIFIC TO SPECIAL USE PERMITS:**

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

The child care program will be contained within an existing elementary school building and fenced playground which is in compliance with the zoning regulations.

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

The child care program will be an asset to the community because it will provide a much needed service for taking care of the children within the local area. It will be located

within an existing building and will not adversely affect the welfare or convenience of the public.

**3. The proposed special use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**

The child care center will be located within an existing structure and use an existing parking lot therefore it should not create any problems for the adjacent property in the neighborhood.

**4. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it, are such that this special use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to: a) the location, size and nature of the height of the building, structures, walls and fences on the site; and b) the nature and extent of landscaping and screening on the site.**

The child care center will accommodate a group of 40 - 50 children, and will use the school facility before and after normal school hours. This use will not have a dominating effect in the neighborhood because it will be located within an existing building. No expansion of the building is proposed.

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

The day care center will use the existing school parking lot and driveways. The drop-off and pick-up times will be before and after normal school hours and the parking and driveways should be adequate to handle the traffic.

**6. Adequate utility, drainage and other necessary utilities have been or will be provided.**

Since this use will be occupying an existing facility, utility services are already provided.

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

Adequate entrance and exit drives currently exist at the facility and this proposed special use will utilize the existing infrastructure that is already in place.

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

This particular use does not have any hazardous materials, processes, odors or intrusive noises that accompany it.

**9. Architectural style and exterior materials are compatible with such styles and materials used in the neighborhood in which the proposed structure is to be built or located.**

The special use will not require any changes in the exterior architecture or style of the existing building.

**GOLDEN FACTORS FOR CONSIDERATION:**

**1. The character of the neighborhood;**

The neighborhood contains a mix of uses. There are single-family dwellings to the south and east; apartments and offices to the north; and apartments, offices and commercial to the west. The day care center fits well in the higher density use of the surrounding area.

**2. The zoning and uses of property nearby;**

North: C-0 Office Building District - Offices  
RP-3 Planned Garden Apartment District - Apartments  
East: RP-3 Planned Single-Family- Single-Family Dwellings  
R-1A Single-Family District - Single-Family Dwellings  
South: R-1A Single-Family District - Single-Family Dwellings  
CP-2 Planned General Business - Offices and Retail  
West: C-0 Office Building District - Offices  
R-3 Garden Apartment District - Apartments

**3. The suitability of the property for the uses to which it has been restricted under its existing zoning;**

The property is zoned R-1A and is developed for an elementary school that was rebuilt in 1996 and expanded in 2007. The proposed day care center is a practical and reasonable use of the existing school.

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

The use has been in existence for several years and has not created any detrimental effects on neighboring property. The day care center is an excellent use of an existing facility and provides a highly needed service to the community.

**5. The length of time of any vacancy of the property;**

The property was first developed as an elementary school in 1858 to serve Leawood and Prairie Village residents. The school has been rebuilt several times and the site has never really been vacant.

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

The proposed day care center is within an existing building that will not have any exterior modifications. The applicant will be able to utilize the property for a needed community service and no hardship will be created for adjacent property owners.

### **7. City staff recommendations;**

The use has been in operation for several years with no complaints; the use will be within an existing building with no exterior changes; the use will have minimal impact on the neighborhood; and the use will provide a needed day care service for children that is in demand in Prairie Village. It is recommended that it be approved for an indefinite period of time unless neighborhood issues cause concerns that would require reevaluation.

### **8. Conformance with the Comprehensive Plan.**

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The day care center is an amenity that will improve quality of life in Prairie Village and help make it a desirable location for young families. This application for approval of the day care center is consistent with Village Vision in encouraging reinvestment; providing multiple uses in existing buildings and making better use of underutilized facilities.

Randy Kronblad moved the Planning Commission find favorably on the ordinance factors and the Golden Factors and forward PC2013-13 requesting a Special Use Permit for the operation of a child day care program at 8301 Mission Road (Corinth Elementary School) to the Governing Body with a recommendation for approval subject to the following conditions:

1. That the child care center be approved from 7:00 to 8:00 am and 3:00 to 6:00 pm during the school year, and 7:00 am to 6:00 pm in the summer.
2. That the child care center be subject to the licensing requirements by the Kansas Department of Health and Environment.
3. That the Special Use Permit be issued for the child care center for an indefinite period unless it creates issues in the neighborhood, and then they shall file a new application for reconsideration by the Planning Commission and Governing Body.
4. That the day care center be in compliance with Fire Department regulations and inspections.
5. If this permit is found not to be in compliance with the terms of the approval of the Special Use Permit it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.

The motion was seconded by Gregory Wolf and passed unanimously.

### **SITE PLAN APPROVAL**

Since the proposed day care center will be within an existing school building and no changes to the building or site will occur, Randy Kronblad moved that the Site Plan Approval be waived. The motion was seconded by Gregory Wolf and passed unanimously.



## **NON PUBLIC HEARINGS**

### **PC2013-128 Site Plan Approval for Wall in Front Yard 6330 Granada**

Chairman Ken Vaughn announced that this application has been continued to the February 4<sup>th</sup> Planning Commission meeting at the applicant's request.

### **PC2014-101 Request for approval of Monument Sign 3520 West 75<sup>th</sup> Street**

Todd Brendon, Chief Operating Officer for Big Industrial, 3500 West 75<sup>th</sup> Street, stated they are requesting approval for a monument sign for the Continental Building located at 3520 West 75<sup>th</sup> Street. The sign standards for this building were approved at the November meeting of the Planning Commission. The proposed sign will be identical to the existing sign for the Windsor Building which is located immediately adjacent to the east of this building.

Randy Kronblad confirmed the masonry in the monument sign will match the masonry of the office building.

Ron Williamson noted the applicant could have a double faced sign that would typically be perpendicular to the street, but is proposing a wall with two 20 sq. ft. sign panels. The design presented appears to be a good solution and complements the sign at the Windsor Building.

The proposed sign would be placed parallel to 75<sup>th</sup> Street on the west end of the building. The sign would be set back approximately 20 feet from the back of the curb exceeding the required 12 foot setback required by code and is on private property.

The proposed sign would be a translucent acrylic face in an aluminum cabinet and attached to a brick screen wall. The brick of the screen wall would match the new accent trim being added to the facade of the building. The sign boxes will be internally illuminated.

The proposed height of the sign is 4 feet 6 inches, which is in accordance with the maximum 5-foot height requirement permitted by the ordinance. The ordinance requires that monument signs not exceed 20 square feet in area per face and each face of this sign appears to have the actual signage square footage of 20 square feet. Therefore, it does meet the minimum requirement of the ordinance. The two sign panels are separated by a brick panel.

The applicant has submitted a landscape plan. The ordinance requires the landscaping to be three feet on all sides of the sign so there will need to be additional plantings in front to extend the planting bed to three feet. The additional plantings could be annuals to add color to the planting beds.

Gregory Wolf moved the Planning Commission approve PC2014-101 for a monument sign at 3520 West 75<sup>th</sup> Street submitted to the following conditions:

1. That the applicant increase the width of the landscape planting bed to three feet and submit a revised landscape plan to Staff for review and approval.

The motion was seconded by Bob Lindeblad and passed unanimously.

### **PC2014-102 Site Plan Approval - Westlake Ace Hardware 4049 Somerset Drive**

Bob Massengill, Store Manager, Jenna Bobrukiewicz, Westlake corporate offices, and Kylie Stock with Lega C. Properties, LLC appeared before the Commission to present the application for Site Plan Approval to build a permanent garden center structure in the parking lot where they currently sell annuals, potting soil, rock, etc.

The proposed structure is 12' deep by 64' in width. There is a concrete area in front approximately 13' deep by 72' in width that will have stone columns and a wrought iron fence to provide a safe space for those entering and leaving the outdoor garden center. A shade house structure will be attached to the garden structure and is approximately 20' deep by 64' wide. The total structure is 22' deep by 64' wide for an area of 1,408 sq. ft. The entire garden center area is 69' x 120' or 8,280 sq. ft. In addition to the permanent area of the garden center, the 13 parking spaces along the west side will be used from April 1<sup>st</sup> to June 30<sup>th</sup>, as well as a strip 8 foot in width along the north side of the garden center. Ten parking spaces on the north side of the lot will be used from February 15<sup>th</sup> to October 15<sup>th</sup> for pallet goods.

Ron Williamson stated that since the pallet goods area will be used for eight months of the year, these 10 spaces should be removed from the available parking calculation for the center. The proposed garden center eliminates 26 parking spaces so the total reduction in permanent parking spaces is 36. The 13 parking spaces on the west side are only used for three months in the spring so they can be counted. The garden center, which is 8,280 sq. ft.; the 10 parking spaces on the north, 1,440 sq. ft.; and the 8' strip on the north side, 552 sq. ft.; for a total of 9,720 sq. ft., that will count as retail space for which parking will need to be provided.

Mr. Williamson noted in January 2011, the Planning Commission approved a Site Plan for an outdoor sales area for lawn, garden, nursery, and landscape products. The purpose of this approval was to improve the appearance of the area and better organize the merchandise. The approval was for 7,350 sq. ft., which is about 2,370 sq. ft. less than this request with the following conditions:

1. That any lighting used to illuminate the outdoor area be installed in such a way as to not create any glare off the site and be in accordance with the outdoor lighting regulations of the zoning ordinance.
2. That a minimum 48-inch wide accessible walkway be maintained either under or in front of the canopy on the north side of the store.

3. That the Site Plan approval be for the permanent outdoor sales area approximately 65' x 112' as shown on the plan submitted and that the shelving of racks be installed generally in accordance with that plan.
4. That signage be permitted only in accordance with the sign standards approved for Corinth Square.
5. That the temporary outdoor sales area immediately east of the permanent area designated for sales from April 1<sup>st</sup> to June 4<sup>th</sup> be approved with the provision that all materials and equipment will be removed within 7 days after June 4<sup>th</sup> and the area will be restored to its normal condition.
6. That the proposed temporary sales area designated from April 23<sup>rd</sup> to May 13<sup>th</sup> will be subject to annual approval of a short-term permit by the City Council or its designee.

The applicant conducted a neighborhood meeting on December 30, 2013, in accordance with the Planning Commission Citizen Participation Policy. Three residents appeared and no issues were identified.

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

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

The garden center has been operated at this location for several years. The existing drives will be utilized and are unaffected by the proposed facility. The proposed garden center will remove 36 parking spaces from the off-street parking count. Also, the proposed use is 9,720 sq. ft. and at 3.5 spaces per 1,000 sq. ft. it will require 32 parking spaces. The information submitted by the Center currently has 1,232 parking spaces and is required to have 1,067 by ordinance. Staff is in the process of verifying this information.

Staff feels there needs to be four permanent trees installed as part of this project. They could be internal to the garden center or outside. Two tree wells will be removed.

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

Utilities are currently in place serving the Corinth Square Center and are adequate to serve this area. Water and power will be extended from Westlake Hardware and the lines should be installed under the pavement.

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

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

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

The proposed site will utilize existing driveways and the general circulation of the Center will not be changed. Adequate pedestrian safety measures will need to be maintained in the crosswalk between the garden center and Westlake Hardware store.

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

The use has been at this location for many years and has not been as well maintained as it could be. The installation of a permanent structure should improve the appearance and provide a more orderly operation.

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

The design of the proposed facility shows the use of timber columns for the structure and stone columns for the fence. These are materials used in the center. The proposed materials description is as follows. There are only four sections that have wall panels and they would be clear polycarbonate material like the gable ends. The roof panels are an “opal” or white translucent polycarbonate panel. The trim and flashing components are aluminum extrusions and galvanized metal. All the uprights and truss assemblies are hot dipped galvanized square tube stock and will be manufactured per a structural, stamped drawing. This engineering drawing was referenced when the concrete area was poured so the thickened slab with rebar reinforcements could be positioned correctly. Timbers have been rough cedar 8 x 12 stock milled down to a smooth finish and stained with a preservative sealer. This would be color matched to the shopping center. The standing seam panels have been a Firestone “Silver Metallic” and will form a continuous band around the structure to hide the horizontal framing and the gutter/downspout assemblies. This color should be specified as bronze or earth-tone to match the shopping center. Interior lighting is provided by three T-5 weatherproof light fixtures that are positioned behind the standing seam material to provide good area lighting and a soft glow to the gable ends. The oval sign will be built to match the look of the three existing storefront signs with the gooseneck lighting.

Staff recommends that the standing seam panels, aluminum extrusions, trim, and structural components be an earth-tone or bronze color to match the shopping center. The lighting needs to be the same as what is used in the center and needs to comply with the outdoor lighting ordinance. The applicant needs to submit final plans of the building, a materials palette, and an outdoor lighting plan for Staff review and approval.

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

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

Ron Williamson reviewed the conditions of approval noting that #9 and #10 can be combined.

Bob Massengill requested that condition #2 of approval in the staff recommendation be removed. He noted the difficulty they have experienced with maintaining trees in the past and added the garden center itself would provide significant plants and foliage. Mr. Williamson responded the area was very barren and noted two tree wells were being removed for the project. He would like to see tree wells added on the northwest and northeast corners.

Bob Lindeblad noted the trees would intrude on the driving area.

Nancy Vennard stated there would be times when the center is not being used for plant materials. She would like to see planter boxes similar to those next to the large columns in the corners of the main shopping center. She added they could be native grasses.

Kylie Stock felt that would be a good solution and that it could be done. Mrs. Vennard stated she would like to see permanent planters, like those outside of Spin Pizza, so there would be plant material all year.

Bob Lindeblad stated he would prefer big planters that could be moved around and would provide more flexibility. Mrs. Vennard stated she was ok with moveable planters.

Randy Kronblad confirmed the signage would be as presented on the plan. Mr. Williamson replied the proposed signage meets the approved sign standards following the same pattern as found on the Westlake storefront.

Bob confirmed that they would not be adding any additional outdoor lighting. Mr. Massengill replied all of the lighting would be beneath the canopy. He agreed to meet with staff to ensure the lighting is the same as found elsewhere in the center.

Ken Vaughn noted there are ten spaces designated for pallets almost year-round.

Ron Williamson noted the proposed structure would add approximately 9,720 additional square feet of retail space.

Randy Kronblad confirmed the revisions to the site plan would be presented to staff for approval and would not be coming back before the Planning Commission.

Bob Lindeblad moved the Planning Commission approve the Site Plan for the Westlake Ace Hardware Garden Center subject to the following conditions:

- 1) That all lighting used to illuminate the outdoor area be installed in such a way as to not create any glare off the site, be the same design and color of lights used in the center, meet the outdoor lighting regulations, and a lighting plan be submitted to Staff for review and approval.
- 2) That the applicant install a minimum of two portable planters and submit the locations and plant material to Staff for review and approval.

- 3) That the proposed "Temporary Expansion Area" which includes the 8 foot strip on the north side, designated for use from April 1<sup>st</sup> to June 30<sup>th</sup> be approved provided that all materials are removed from that area within seven (7) days after June 30<sup>th</sup>.
- 4) That the 10 spaces on the north that are designated as the pallet goods area only be used from February 16<sup>th</sup> to October 15<sup>th</sup> and all materials and goods will be removed by October 15<sup>th</sup>.
- 5) That the applicant submit a Final Plan labeling all materials and colors on the permanent structure for review and approval by Staff.
- 6) That the 9,720 sq. ft. allocated to the garden center be counted as retail space and off-street parking be provided for that area.
- 7) That all utilities serving the proposed use be installed underground.
- 8) That a safe pedestrian crosswalk be maintained between the Westlake Ace Hardware store and the proposed garden center.
- 9) That the applicant submit three copies of the revised plan that includes all the information on materials, lighting, landscaping, etc. to the City.
- 10) That prior to the applicant obtaining a building permit for the proposed Garden Center, Corinth Square Shopping Center shall submit revised drawings and tabulations to the City for the required off-street parking calculation.

The motion was seconded by Gregory Wolf and passed unanimously.

**PC2014-104 Request for Building Line Modification from 45' to 30'  
6641 Mission Road - Village Presbyterian Church**

Matt Schlicht with Engineering Solutions stated this property has a 45-foot platted front yard setback along Mission Road. The proposed addition will be on the west side of the existing church building and will set back approximately 35 feet from the Mission Road right-of-way. Therefore, the applicant is requesting a setback modification from the platted 45-foot setback to 30 feet. They are requesting a modification to 30 feet in order to give them additional area in case there are changes in the final plans. The closest point of the existing building sets back approximately 60 feet from Mission Road.

They met with the adjacent homeowners on November 25, 2013 and reviewed the plans with the four persons that attended. No one expressed any opposition to the proposed setback modification. The questions primarily dealt with the noise of the cooling tower, parking, storm drainage, and landscaping.

Ron Williamson stated the proposed location for the expansion is the best location on the site because it will not affect parking and he does not see any negative impact. Although the proposed building extends to 35 feet, he recommends a modification be grant to 30 feet in compliance with city code.

Nancy Vennard confirmed not the entire area of the expansion would extend to the revised building line.

Randy Kronblad confirmed the trees presently shown along Mission Road would be lost. Mr. Schlicht stated they would be replacing 14-15 trees along Mission Road. Chairman Ken Vaughn led the Commission in the following review of the required factors:

**1. That there are special circumstances or conditions affecting the property;**

This is the most logical area for expansion of the church. It works well with the internal use of the church and it does not reduce any of the existing parking areas. It should also be pointed out that the church is the only use of the east side of Mission Road from 66<sup>th</sup> Street south to Tomahawk Drive.

**2. The building line modification is necessary for reasonable and acceptable development of the property in question;**

The proposed location is the most logical direction for expansion in order to keep the church compact and to have a minimum impact on the parking areas.

**3. That the granting of the building line modification will not be detrimental to the public welfare or injurious to or adversely affect adjacent property or other property in the vicinity in which the particular property is situated;**

The proposed addition will not be detrimental to the public or adversely affect adjacent property because it will still set back at least 30 feet from Mission Road, which is the same as the zoning setback requirement of 30 feet. Also, as previously pointed out there are no houses or buildings in that block on the east side of Mission Road.

Bob Lindeblad stated the proposed building line modifications meets all of the required factors and is in compliance with city code.

Gregory Wolf moved the Planning Commission find favorably on the three factors and approve the front yard building setback modification from 45' to 30' for only that portion of the building as shown on the plans dated December 27, 2013. The motion was seconded by Randy Kronblad and passed unanimously.

**PC2014-113 Request for Site Plan Approval  
Village Presbyterian Church  
6641 Mission Road**

Matt Schlicht with Engineering Solutions briefly reviewed the proposed site plan for the proposed expansion of Village Church. The expansion will be located on the northwest corner of the existing building. The proposed addition will be two-story with 7,790 sq. ft. on the first floor and 6,700 sq. ft. on the second floor. The addition will include a two-story fellowship foyer, café, offices, chancel storage, elevators and restrooms. The existing steeple will be removed and replaced with a new steeple on the southwest corner of the addition. The proposed steeple is 99 ft. in height as it was approved by the Board of Zoning Appeals. The applicant has requested a variance to allow the 99 ft. height. A new north entrance is also proposed with a portico for dropping off and picking up visitors. The north entrance will provide better access to the church from the north

parking lot. The addition will be similar in character to the existing building. There are no significant grade changes proposed. The plan retains the interior courtyard area.

Mr. Schlicht noted the church would close access to the Church from Mission Road on Sundays with all traffic entering off 68<sup>th</sup> Street with one-way traffic.

The applicant held a neighborhood meeting on November 25, 2013 in accordance with the Planning Commission Citizen Participation Policy. Four neighbors attended and the questions primarily dealt with the noise of the cooling tower, parking, storm drainage, and landscaping.

Bob Lindeblad noted the neighborhood comments regarding the noise from the cooling units and asked how they would be addressed.

Brian Rathsam, architect for the project, further reviewed the site plan drawings. He noted the focus of the project is to address accessibility issues both in entering the church and within the church. The materials match the existing building. The brick corners that set off the building are the same style and profile as the current structure.

He stated that during the engineering process a review was made of the capacity of the existing HVAC unit and it was found that the existing unit can meet the needs of the expanded structure. They will not have to get a larger unit, nor should the existing unit be required to run any more than it currently runs.

The existing unit is approximately 15 years old and the church is looking at getting an upgraded HVAC system as an alternate for the project bid.

Nancy Vennard confirmed, if replaced, the location would be the same.

Bob Lindeblad asked what the maximum decibels of noise at the property line is allowed by city code. Ron Williamson responded there is no decibel restriction on noise in the City Code. Danielle Dulin added "noise" is addressed in Chapter 8 of the City Code and that language does not reference specific decibel levels.

Mr. Lindeblad asked if the city had any documentation on the actual decibels for the unit on the church. Mr. Williamson replied no reading has been taken at the property line. He noted direct sound control is difficult because of the location being so close to Brush Creek and on the property line. Mr. Williamson asked if a new tower would be smaller and allow some noise control. Mr. Rathsam responded he did not have information at this time on other cooling towers. The Church is aware of the issue and trying to address it as best they can.

Mr. Williamson said based on the decibel levels, Mr. Nearing gives in his information, the noise level is high, but not high enough to cause hearing damage. It is, however, a serious annoyance and adversely affects their quality of life.



Gregory Wolf asked what the estimated cost of a new unit would be. Mr. Rathsam responded just under \$200,000.

Nancy Vennard noted that if it is not replaced in conjunction with this project, it will probably be replaced in a few years - possibly 3 to 5 years.

Bob Lindeblad stated he was more concerned with the lack of specific decibel level requirements at a residential property line. Mr. Williamson stated that such regulations would have to be outside the zoning regulations or any existing applications would be grandfathered. Mr. Williamson asked the estimated cost of the proposed project. Mr. Rathsam responded seven to eight million dollars.

Bob Lindeblad moved to continue this application to the next meeting. The motion was seconded by Gregory Wolf.

Mr. Rathsam questioned if the HVAC unit was not part of the project or requiring additional usage, why the application was being held up.

Ron Williamson stated this has been a problem for years and could go on for another five years. Bob Lindeblad stated he felt the Commission needs to be proactive in resolving this issue.

Gregory Wolf asked what options were available to reduce the sound. Mr. Rathsam and Mr. Williamson reviewed options. Mr. Wolf asked if there was any way to get a current noise level reading at the property line and what should that level be.

Danielle Dulin stated most other cities restrict noise at residential property lines to 65 to 75 decibels. Ken Vaughn stated the lack of specific regulations is an issue the Commission needs to look into.

Ron Williamson advised Mr. Rathsam that the variance and building line has been approved with the only site plan issue being noise. He believes the applicant can proceed based on that action. Mr. Rathsam stated it is not their practice to proceed without full approval.

The motion was voted on and passed unanimously.

## **OLD BUSINESS**

### **Consider proposed amendment to add reapplication waiting period**

Ron Williamson stated at its regular meeting on October 21, 2013, the City Council discussed amending the zoning regulations to include a reapplication waiting period for Special Use Permits and Rezoning Applications. The discussion ranged from leaving the ordinance as it currently is to having a one-year reapplication waiting period. On a 6 to 5 vote, the Council requested the Planning Commission evaluate the issue and consider authorizing a public hearing.

Staff has researched the other communities in Johnson County and the following is a summary of their requirements:

<u>City</u>	<u>Zoning Reapplication Waiting Period</u>	<u>Special Use Permit Reapplication Waiting Period</u>
Leawood	6 months	6 months
Olathe	1 year	1 year
Shawnee	none	none
Overland Park	6 months	none
Lenexa	1 year	none
Mission	6 months	none

The concern with having no waiting period is that controversial applications require significant Staff, Planning Commission, and City Council time, as well as, numerous meetings for interested or affected citizens. Prairie Village has a small staff and repetitive applications take staff away from other responsibilities. It appears that the most common waiting period is six (6) months and that might be a good starting point. Another question is whether the reapplication waiting period applies to the same Special Use Permit or Rezoning, or if a different request is made should the waiting period not apply.

Mr. Williamson presented proposed language for rezoning applications as an addition of a new Section 19.52.055 Reapplication Waiting Period would be added to Chapter **19.52 PROCEDURAL PROVISIONS.**

**19.52.055 Reapplication Waiting Period**

In the case of denial of an application by the Governing Body, the applicant must wait a period of 6 months before reapplying for approval of a new development plan or zoning change on the same property, unless the application is for a more restrictive use than the original or that reapplication is approved by the Governing Body upon a showing of changed circumstances.

Fewer cities have a reapplication waiting period for Special Use Permits. Since case law has determined that Special Use Permits are a change in land use and are subject to the “Golden Criteria” it would appear logical to treat them the same as rezoning applications.

A new Section 19.28.075 Reapplication Waiting Period would be added to Chapter 19.28 SPECIAL USE PERMITS. Suggested wording is as follows:

**19.28.075 Reapplication Waiting Period**

In the case of denial of an application by the Governing Body, the applicant must wait a period of 6 months before reapplying for approval of a Special Use Permit on the same property, unless the new application is for a Special Use Permit that

is a different use than the original or that reapplication is approved by the Governing Body upon a showing of changed circumstances.

Bob Lindeblad stated the biggest issue he sees is the neighborhoods feeling like their being harassed.

Ken Vaughn noted that now is a good time, between significant applications, to consider this issue.

Randy Kronblad noted that perhaps if it was known that there was a waiting period for reapplication, that the applicant's would submit their best proposal with the initial application.

Ron Williamson noted the ordinance needs to carefully identify what would be considered a change.

Bob Lindeblad stated he felt a reapplication would be for the same legal description and for the same use. If the legal description changed or the proposed use changed, the waiting period would not apply.

Randy Kronblad moved the Planning Commission authorize a public hearing on language requiring a waiting period for the reapplication of rezoning and special use permit applications. The motion was seconded by Nancy Vennard and passed unanimously.

#### **NEXT MEETING**

The February 4, 2014 meeting will be held in the Council Chambers of the Municipal Building. There will also be a BZA meeting for a lot depth variance to allow for a lot split. Returning to the Commission will be the plats for Mission Chateau; the plat & final development plan for Chadwick Court, the continued site plan for Village Presbyterian and the continued site plan for the wall.

#### **ADJOURNMENT**

With no further business to come before the Commission, Chairman Ken Vaughn adjourned the meeting at 8:30 p.m.

Ken Vaughn  
Chairman

**PLANNING COMMISSION MINUTES**  
**March 4, 2014**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, March 4, 2014, in the Municipal Building Council Chambers at 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Nancy Wallerstein, Bob Lindeblad, Gregory Wolf; Randy Kronblad and Nancy Vennard.

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

**APPROVAL OF MINUTES**

Nancy Wallerstein moved the approval of the Planning Commission minutes of February 10, 2014. The motion was seconded by Nancy Vennard and passed by a 5 to 0 vote with Bob Lindeblad abstaining.

**PUBLIC HEARINGS**

Chairman Ken Vaughn reviewed the procedure for the public hearings and reported the hearing had been duly published on February 11, 2014.

**PC2014-01 Proposed Revisions to Chapter 19.54 and 19.28 to add  
A Reapplication Waiting Period**

Ron Williamson stated at the January 7<sup>th</sup> meeting of the Commission, staff was directed to prepare for public hearing proposed revisions adding to the city's zoning regulations a reapplication waiting period for Special Use Permit and Rezoning Applications at the recommendation of the Governing Body.

Ron Williamson reviewed the regulations regarding this issue from other cities.

**LEAWOOD:**

**16-5-5.3 Reapplication after Denial**

In the case of denial of an application by the Planning Commission or Governing Body, the applicant must wait a period of 6 months before reapplying for approval or a new development plan or zoning change on the same property, unless approved by the Governing Body upon a showing of changed circumstances.

Mr. Williamson noted in talking with the Leawood Planning Staff, they stated that this regulation has not been used for sure in the past five (5) years and perhaps, not in the past 15 years.

**OLATHE:**

**18.12.015 Resubmitting Applications for Plats, Rezoning and Special Use Permits**

When a proposed application for rezoning, special use permit or plat has been withdrawn by the applicant or denied by the Planning Commission or the Governing Body, the same application for the same property shall not be resubmitted for a period of one (1) year from the date of withdrawal or denial. However, an application for a different zoning classification or special use permit request can be submitted at any time. In addition, a new plat application showing major modifications and/or revisions to the withdrawn or denied plat application may be submitted at any time.

Mr. Williamson noted that as with the City of Leawood, the Olathe Planning Staff stated that this regulation has not been used since Staff can remember. They do feel it is a good safeguard and may encourage applicants to initially submit a better project.

**OVERLAND PARK:**

**18.140.460 Limitation on successive rezoning applications by landowner**

- A. No application for rezoning by a landowner or a landowner's agent shall be accepted if any application for substantially the same property has been filed and advertised for public hearing within the preceding 6 months.
- B. For purposes of subsection A, the preceding 6-month period shall be determined as follows:
  - 1. If there was a final action (either approval or denial) on the prior application, the 6-month period shall run from the date of such action.
  - 2. If the prior application was withdrawn after being advertised for public hearing, the 6-month period shall run from the date the application was withdrawn.
- C. The Director of Planning and Development Services shall determine if an application concerns "substantially the same property" as a prior application. The landowner may appeal any such determination to the Planning Commission.
- D. The Governing Body may waive the limitation in this section for good cause shown.

In conversation with the Overland Park Planning Staff, it was reported that this regulation may have been used two (2) or three (3) times in the past 20 years.

**LENEXA:**

**H. Waiting Period for Re-Application:**

In the event that the Governing Body denies an application for amendment to the Zoning Map, such application shall not be resubmitted for 1 year. The Community Development Director may, by separate action, waive the 1-year waiting period, upon petition by the applicant, if the Planning Commission finds that:

- 1. There have been significant physical, economic, land use or other changes in the area that affect the appropriateness of the zoning of property in the area in general; or

2. There has been a significant and pertinent change to the text of the Zoning Ordinance; or
3. The new application is for a more restrictive use than the original.

As with other cities, the Lenexa Planning Staff reported that this regulation has not used in the past 13 years. Applicants typically revise the application to something that is more acceptable before reapplying.

**MISSION:**

**440.360: LIMITATION ON SUCCESSIVE REZONING APPLICATIONS BY LANDOWNER**

- A. No application for rezoning by a landowner or agent will be accepted if any application for substantially the same property and substantially the same development or land use has been filed and advertised for public hearing within the preceding six (6) months.
- B. For purposes of Subsection (A), the preceding six (6) month period shall be determined as follows:
  1. If there was a final action (either approval or denial) on the prior application, the six (6) month period shall run from the date of such action.
  2. If the prior application was withdrawn after being advertised for public hearing, the six (6) month period shall run from the date the application was withdrawn.
- C. The Public Works Director shall determine if an application concerns “substantially the same” property, development and land use as a prior application. The landowner may appeal any such determination to the Planning Commission.
- D. The City Council may waive the limitation in this Section for good cause shown. (Ord. No. 1007 §16-203A.400, 1-24-01)

Mission Planning Staff do not recall this regulation ever being used.

The concern with having no waiting period is that controversial applications require significant Staff, Planning Commission, and City Council time, as well as, numerous meetings for interested or affected citizens. Prairie Village has a small staff and repetitive applications take staff away from other responsibilities. It was also noted that if a lawsuit is filed, a waiting period might allow adequate time for the courts to decide an issue before a new application is considered. It appears that the most common waiting period is six (6) months. Another question is whether the reapplication waiting period applies to the same Special Use Permit or Rezoning, or if a different request is made should the waiting period not apply.

The general consensus from the five cities is that an applicant rarely reapplies for the same request. Usually the plan changes, the land use changes, or the legal description changes making it a new application. There is no compiled data to suggest it, but it could be concluded that the applicant thinks through the project more carefully and submits a better application the first time.

Mr. Williamson noted that none of the ordinances would have prevented the immediate reapplication of Mission Chateau. The legal description and land use changed substantially, which would allow an immediate reapplication.

Staff has drafted the following proposed revisions for consideration:

For rezoning, a new Section 19.52.055 Reapplication Waiting Period would be added to Chapter 19.52 PROCEDURAL PROVISIONS. Suggested wording is as follows:

#### 19.52.055 Reapplication Waiting Period

In the case of denial of an application by the Governing Body, the applicant must wait a period of six (6) months from the date of denial before reapplying for approval of a new development plan or zoning change unless the legal description of the property has substantially changed or the application is for a more restrictive zoning district than the original.

The Governing Body may waive the waiting period for good cause shown.

Fewer cities have a reapplication waiting period for Special Use Permits. Since case law has determined that Special Use Permits are a change in land use and are subject to the "Golden Criteria", it would appear logical to treat them the same as rezoning.

A new Section 19.28.075 Reapplication Waiting Period would be added to Chapter 19.28 SPECIAL USE PERMITS. Suggested wording is as follows:

#### 19.28.075 Reapplication Waiting Period

In the case of denial of an application by the Governing Body, the applicant must wait a period of six (6) months from the date of denial before reapplying for approval of a Special Use Permit unless the legal description of the property has substantially changed or the new application is for a Special Use Permit that is a different use than the original.

The Governing Body may waive the waiting period for good cause shown.

Bob Lindeblad felt the regulations needed to state that makes the determination on whether the legal description or the application has changed substantially. He suggested language used by the City of Overland Park with the appeal going to the Planning Commission. Although the city does not have a Director of Planning and Development, he feels that a specific individual or position needs to be stated.

Mr. Williamson suggested that the "City Administrator or his/her designee" be given as the individual making the determination.

Randy Kronblad confirmed the language found in #C of Overland Park's regulations with the City Administrator identified would be added to both sections as follows:

**The City Administrator or his/her designee shall determine if an application concerns "substantially the same" property, development and land use as a prior application. The landowner may appeal any such determination to the Planning Commission.**

**The Governing Body may waive the waiting period for good cause shown.**

Ken Vaughn noted it would probably be a rare application that would fall under these regulations, but feels the proactive step to have identified the process is good.

Chairman Ken Vaughn opened the public hearing on PC2014-01. No one was present to address the Commission on this application and the public hearing was closed.

Bob Lindeblad moved the Planning Commission recommend the Governing Body adopt the proposed amendments to Chapter 19.52 and Chapter 19.28 with the changes recommended by the Commission. The motion was seconded by Randy Kronblad and passed unanimously.

#### **PC2014-02 Request for Special Use Permit for Private School 7457 Cherokee**

Ben Randell, Project Manager for Global Montessori Academy, 707 West 47<sup>th</sup> Street, Kansas City, stated Global Montessori Academy (GMA) is requesting a Special Use Permit to establish a Montessori School in a building previously occupied by the Cherokee Christian Church on the northwest corner of 75<sup>th</sup> Street and Blinder Avenue. They have purchased the property and plan to use the classroom area for the Montessori School and rent the sanctuary for Sunday Worship. The sanctuary has a seating capacity of 299.

Global Montessori Academy has been in operation for over 30 years. They are currently located in the Unity Temple on the Plaza and have outgrown the location. The school currently has 90 students, ages 2 - 9 years old, and is expecting 110 students for the 2014-2015 school year. The projected capacity of the proposed site would accommodate 150 students. The school hours are from 8:30 am to 3:30 pm, but the school drop-off starts at 7:30 am and the pick-up extends to 6:00 pm. The GMA was founded as a nonprofit in 1990; however, it has been in operation since 1984. The school will accommodate preschool to sixth grade students in six classrooms initially, but seven classrooms ultimately.

The existing fenced area on the south side of the building will provide outdoor activity space for the 2 - 6 year age group. The northwest corner of the parking lot will be partitioned off with movable barriers for an outdoor play area for the elementary students.



A neighborhood meeting on February 18, 2014, in accordance with the Planning Commission Citizen Participation Policy and two people attended. No concerns expressed were about the use.

Ron Williamson stated that the staff recommends the Commission act favorably on the application and forward it to the Governing Body for approval. However, he noted there are two issues that need to be addressed on the site plan approval and would recommend that site plan approval be continued. He noted the next Planning Commission meeting is prior to the City Council meet where the Special Use Permit would be considered. Staff is requesting more information on the development of the east side of the property. There is currently a traffic back-up situation on Cherokee due to Belinder Elementary School traffic and traffic from the Montessori school across 75<sup>th</sup> Street. The applicant has been asked to provide a traffic study for review with the site plan approval.

Mr. Randell stated a firm has been hired to do the study and it will be available by the April 1<sup>st</sup> meeting of the Commission.

Randy Kronblad asked if the asphalt will be replaced with a soft material for the play area. Mr. Randelle stated at this time the asphalt area will remain. This will allow for it to be used for parking during Sunday services.

Nancy Vennard thanked Mr. Randell for their allowing the community garden to remain on this site.

Ron Williamson noted that it has been the practice of the Commission to grant five year permits for the initial Special Use Permit. He noted that the applicant is purchasing the property and making a substantial investment.

Bob Lindeblad stated that as long as the applicant meets the conditions of approval he does not see the need to limit the permit to five years. Ken Vaughn agreed that with their purchase of the property an indefinite special use permit would be appropriate.

Chairman Ken Vaughn opened the public hearing on PC2014-02. No one was present to address the Commission on this application and the public hearing was closed.

Chairman Ken Vaughn led the Commission through the following review of the factors for consideration of the requested special use permit:

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

The proposed Montessori School classrooms will be contained within the existing building which is in compliance with the zoning regulations. The fenced play area on the south was approved as part of the day care center. The outdoor classroom area on the

east side of the building adjacent to Belinder Avenue needs to be better defined, specifically regarding fencing, paved areas, equipment, etc.

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

The proposed Montessori School will use the existing building and site for its use with few external changes. Access to the school will be from the north parking lot which is adequate in size to provide for standing and parking vehicles.

**3. The proposed special use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**

The proposed Montessori School will be using the building and site currently occupied by the church. There will be additional noise created by children using the outdoor play area on the northwest corner of the site. This may create some inconvenience for the residents to the west and north, but will be no different from other elementary schools that are located in residential neighborhoods throughout the city.

**4. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it, are such that this special use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to: a) the location, size and nature of the height of the building, structures, walls and fences on the site; and b) the nature and extent of landscaping and screening on the site.**

The proposed Montessori School will accommodate approximately 150 students and will operate during normal working hours. It will use the existing building and will not have a dominant effect on the neighborhood. It is a good reuse of a church facility that is no longer viable.

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

The Montessori School will use 56 spaces in the north lot, which should be more than adequate since pick-up and drop-off times vary significantly. The sanctuary has a capacity of 299 seats which requires 75 parking spaces. There are a total of 101 parking spaces on the site so it can accommodate the sanctuary at full capacity. This will require the elementary play area to be made available for parking on church meeting days.

**6. Adequate utility, drainage and other necessary utilities have been or will be provided.**

Utilities are available for the proposed use. If more impervious area is created on the east side of the building, some storm drainage improvements may be needed.

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

All access to the Montessori School will be off Belinder Avenue into the north parking lot. Entrance will be through the north driveway and exit will be through the south driveway. Currently, Belinder Avenue has some congestion problems at the 75<sup>th</sup> Street intersection during the morning peak. This probably is due to the Belinder Elementary School to the north, and the Montessori School and Day Care Center on the southeast corner of the intersection. Staff has requested the applicant to have a traffic study performed in order to analyze existing and future traffic congestion.

- 8. Adjoining properties and the general public will be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors, or unnecessary intrusive noises.**

The proposed use will not have any hazardous or toxic materials, or obnoxious odors; however, some additional noise will be created by children using the outdoor play area in the northwest corner of the site.

- 9. Architectural style and exterior materials are compatible with such styles and materials used in the neighborhood in which the proposed structure is to be built or located.**

The proposed use will not require any significant changes in the exterior architecture of the existing building. The fire escape on the north end will be modified and some additional doors will be added on the east side of the building to meet code requirements.

#### **GOLDEN FACTORS FOR CONSIDERATION:**

- 1. The character of the neighborhood;**

The neighborhood is predominantly single-family dwellings to the north, south, east, and west. The existing property is a church and another church is located on the southeast corner of Belinder Avenue and 75<sup>th</sup> Street. Two blocks east of the site is a large office building along with other office buildings on the north side of 75<sup>th</sup> Street to State Line Road. The character of the immediate neighborhood is primarily residential with single-family dwellings and churches.

- 2. The zoning and uses of property nearby;**

North: R-1B Single-Family District - Single Family Dwellings  
East: R-1B Single-Family District - Single Family Dwellings  
South: R-1A Single-Family District - Single Family Dwellings  
West: R-1B Single-Family District - Single Family Dwellings

- 3. The suitability of the property for the uses to which it has been restricted under its existing zoning;**

The property is zoned R-1B Single-Family Residential District which permits single-family dwellings, churches, schools, public building, parks, group homes and other uses that may be permitted either as a conditional use or special use. The property has a

variety of uses available and the building can be modified to easily accommodate the proposed school. The proposed repurposing of the church for a school is a good reuse of an existing facility.

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

The site has been used as a church since it was built in 1957 and was a quasi-public use; the proposal is to change it to another quasi-public use. Very little change is proposed to the building and site so the appearance will remain essentially as it is now. Additional traffic on Belinder Avenue may have some adverse effects on the neighborhood, particularly between 7:30 am and 8:30 am.

**5. The length of time of any vacancy of the property;**

The church was built in 1957 and has been occupied by a Cherokee Christian Church who will terminate their use in June.

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

The proposed use will be within an existing building that will have minor exterior modifications; however, there will be some site improvements. The applicant will be able to better utilize the property and no hardship will be created for adjacent property owners.

**7. City staff recommendations;**

The use will be within an existing building with minimal exterior changes; the use will have minimal impact on the neighborhood; and the use will provide a needed service for children that is in demand in Prairie Village. It is the opinion of Staff that this is a good reuse of an existing church facility.

**8. Conformance with the Comprehensive Plan.**

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The proposed Montessori School is an amenity that sets Prairie Village apart from other competing communities in the metropolitan area. This application for approval of the Global Montessori Academy is consistent with Village Vision in encouraging reinvestment; providing multiple uses in existing buildings and making better use of underutilized facilities.

Randy Kronblad moved the Planning Commission find favorably on both sets of factors and recommend approval of the Global Montessori Academy Special Use Permit to the Governing Body subject to the following conditions:

1. That the Montessori School be approved for a maximum of 7 classrooms and 150 children between the ages of 2 and 9.
2. That the School be permitted to operate year round from 7:30 a.m. to 6:00 p.m. subject to the requirements of the State of Kansas
3. That drop-off and pick-up of students occur in the north parking lot.

4. That the School meets all requirements of the building and fire codes, and the State Fire Marshall.
5. That the site complies with ADA requirements.
6. If this use is found not to be in compliance with the terms of the approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.
7. That the Special Use Permit be issued for the Montessori School for an indefinite period.
8. That the applicant has a traffic analysis performed and if any changes are necessary they be incorporated in the Site Plan Approval.

The motion was seconded by Bob Lindeblad and passed unanimously.

Ron Williamson stated the applicant would return at the April 1<sup>st</sup> Planning Commission meeting for Site Plan Approval.

## **NON PUBLIC HEARINGS**

### **PC2014-105 Request for Lot Split Approval 5015 West 67<sup>th</sup> Street**

James Porter, 5015 West 67<sup>th</sup> Street, stated he owns a large corner lot that faces on 67<sup>th</sup> Street and sides on Fonticello Street; and is proposing a lot split to sell off the south 100 ft. of the original lot. The proposed lot is only 108.9 ft. deep, where the ordinance requires a depth of 125 ft. The Board of Zoning Appeals earlier granted a variance for the rear yard depth from 125 feet to 108.9 feet.

Mr. Williamson noted that several of the large lots along Fonticello Street, between 67<sup>th</sup> Street and 69<sup>th</sup> Street, have either been replatted or have used the lot split procedure.

The proposed lot will be 100 ft. in width, 108.9 ft. in depth and will have 10,890 sq. ft., which is greater than the minimum of 10,000 sq. ft. required by the Zoning Ordinance. The two lots across the street are 15,000 sq. ft. each. It should be pointed out that two lots on the west side of Fonticello Street, between 68<sup>th</sup> Terrace and 69<sup>th</sup> Street, are only 10,160 sq. ft. which is slightly smaller than this lot.

Initially the applicant proposed a wider frontage on Fonticello Street, but there is a sanitary sewer line crossing the lot approximately 95 ft. north of the south property line. Also, the existing house sets back approximately 70 ft. from 67<sup>th</sup> Street and the depth of the house, the garage, and the driveway would not leave much area for a back yard.

Mr. Williamson stated the applicant will need to submit the required certificate of survey for Staff review and approval based upon the final decisions of both bodies.

State statutes require that subdivision regulations provide for the issuance of building permits on platted lots divided into not more than two tracts without having to replat such

lots. The subdivision regulations contain a lot split procedure and the lot split must be approved by the Planning Commission.

Nancy Wallerstein moved the Planning Commission approve the requested lot split of 5015 West 67<sup>th</sup> Street subject to the following conditions:

1. That the applicant submit a certificate of survey to Staff for their review and approval containing the following information:
  - a. The location of existing buildings on the site.
  - b. The dimension and location of the lots, including a metes and bounds description of each lot.
  - c. The location and character of all proposed and existing public utility lines, including sewers (storm and sanitary), water, gas, telecommunications, cable TV, power lines, and any existing utility easements.
  - d. Any platted building setback lines with dimensions.
  - e. Indication of location of proposed or existing streets and driveways providing access to said lots.
  - f. Topography (unless specifically waived by the City Planning Commission) with contour intervals not more than five feet, and including the locations of water courses, ravines, and proposed drainage systems. (Staff recommends waiver of topography)
  - g. Said certificate of survey shall include the certification by a registered engineer or surveyor that the details contained on the survey are correct.
2. That the applicant records the approved lot split with the register of deeds and provide a copy of the recorded document to the Secretary of the Planning Commission.
3. That the applicant submits a certificate showing all taxes and special assessments due and payable have been paid in full.

The motion was seconded by Gregory Wolf and passed unanimously.

**PC2014-107 Site Plan Approval with wireless antenna  
7700 Mission Road**

Chris Ross, with Black & Veatch, representing AT&T stated that AT&T is proposing to replace three antennas and add a cable to its platform on the tower behind City Hall. The proposed antennas are to serve AT&T's LTE, Long Term Evolution Network. The existing antennas are approximately 72" in length and the new antennas will be approximately 96" in length. Each replacement antenna will add approximately 10 lbs. to the tower. The cable will be located inside the tower.

Ron Williamson noted that Verizon is planning to add three antennas to its installation on the tower and Sprint is also planning upgrades. A structural report was prepared that included the AT&T and Verizon upgrades. The tower and base are adequate to accommodate those improvements. Sprint was not far enough along in its planning to include its improvements in the structural analysis, so a structural update will be required when Sprint submits its application.

AT&T added three antennas and an emergency generator in 2011. In October 2009, the Planning Commission approved the Special Use Permit Renewal for this tower and the approval was based on the new Wireless Communications Ordinance. Changes in the installation for carriers are required to be submitted to the Planning Commission for site plan review and approval.

Since no neighbors have appeared at previous neighborhood meetings and the changes were not major, the applicant was not required to hold a neighborhood meeting.

Chairman Ken Vaughn led the Planning Commission in consideration of the following criteria:

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

The proposed improvements will occur on the existing tower which is adequate to accommodate the proposed improvements.

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

Adequate utilities are available to serve this location.

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

No additional impervious area will be created because all improvements will be on the tower.

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

The site utilizes the existing driveway and parking lot for circulation that currently serves it and no changes are proposed.

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

The applicant has prepared a structural analysis and the tower is sufficient to carry the additional load.

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

The tower has been at this location for more than twenty years and the proposed installation consist of replacing three antennas, which is a minor improvement compared to the size of the tower. The tower is located in the Municipal Complex and has very little impact on surrounding residential areas.

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

Wireless communications are not specifically addressed in Village Vision. Generally it falls into maintaining and improving infrastructure.

Gregory Wolf moved the Planning Commission approve PC2014-107 for site plan approval for the installation of wireless antenna on the communications tower at 7700 Mission Road subject to the following conditions:

1. That the antennas be installed as shown on the proposed site plan.
2. That all wiring be contained inside the tower.

The motion was seconded by Nancy Vennard and passed unanimously.

#### **PC2014-108 Site Plan Approval with wireless antenna 7700 Mission Road**

Tommy Beeler, with Selective Site Consultants presented the application on behalf of Verizon Wireless who is proposing to add three antennas to its installation on the tower behind City Hall. These antennas are approximately 72" in length and, with the support equipment, weigh about 65 pounds each. The purpose of these antennas is to provide service for the Advanced Wireless System (AWS), which is high volume data, video streaming, etc. A new fiber optic line will also be installed within the tower to service these antennas.

A structural analysis has been prepared and states that the monopole or tower is structurally capable of supporting the existing and proposed antennas, their mounting equipment, and the coaxial and fiber optic cable inside the tower.

Ron Williamson noted that in October 2009, the Planning Commission approved the Special Use Permit Renewal for this tower and the approval was based on the new Wireless Communications Ordinance. Changes in the installation for carriers are required to be submitted to the Planning Commission for site plan review and approval.

Since no neighbors have appeared at previous neighborhood meetings and the changes were not major, the applicant was not required to hold a neighborhood meeting.

Chairman Ken Vaughn led the Planning Commission in consideration of the following criteria:

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

The proposed improvements will occur on the existing tower which is adequate to accommodate the proposed improvements.

**B. Utilities are available with adequate capacity to serve the proposed development.**  
Adequate utilities are available to serve this location.

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

No additional impervious area will be created because all improvements will be on the tower.

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



The site utilizes the existing driveway and parking lot for circulation that currently serves it and no changes are proposed.

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

The applicant has prepared a structural analysis and the tower is sufficient to carry the additional load.

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

The tower has been at this location for more than twenty years and the proposed installation consist of adding three antennas, which is a minor improvement compared to the size of the tower. The tower is located in the Municipal Complex and has very little impact on surrounding residential areas.

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

Wireless communications are not specifically addressed in Village Vision. Generally it falls into maintaining and improving infrastructure.

Gregory Wolf moved the Planning Commission approve PC2014-107 for site plan approval for the installation of wireless antenna on the communications tower at 7700 Mission Road subject to the following conditions:

1. That the antennas be installed as shown on the proposed site plan.
2. That all wiring be contained inside the tower.

The motion was seconded by Randy Kronblad and passed unanimously.

**PC2012-109 Sign Standards Approval  
2220 West 75<sup>th</sup> Street**

Ron Williamson noted this is an application that has been on the shelf for a while and needs a resolution. The original monument sign was approved by the Planning Commission in October 2005, shortly after the building was renovated. No other signs were requested at that time.

In 2007, the owner requested approval of sign standards for the building. In Prairie Village, approval of Sign Standards is required for multi-tenant buildings. The owner requested signs that did not meet the sign ordinance. The owner then requested three lines of text on the monument sign and no building façade signs and the Planning Commission approved this on March 4, 2008.

The orientation of the building creates a problem with signage in relation to the entrances to the building. The building parallels 75<sup>th</sup> Street and the entrances are located on the east and west facades of the building. There is one tenant on the west end and two tenant spaces on the east end. The applicant has wanted better signage to identify where the tenants are located.

On June 5, 2012, the owner requested approval of two blade signs for the east end of the building. These blade signs are pole signs as defined in the sign ordinance and are not permitted. The signs were installed without a permit and are illegal. At that meeting, the Planning Commission directed Staff to work with the applicant and bring back some alternative proposals to the Commission.

Michael Schmidt, with Star Signs, LLC, presented the proposed signage for the three tenants. The signs are individual flat-cut aluminum letters and will not be lighted. The sign on the west end will not exceed 28 sq. ft. and the two signs on the east end will not exceed 13 square feet and 10 square feet.

Ken Vaughn asked if the current blade signs have been removed. Mr. Schmidt responded that he was not responsible for them, but that they would be removed.

Nancy Wallerstein confirmed there would not be any ground lighting on the signs.

Randy Kronblad moved the Planning Commission approved proposed signage for 2200 West 75<sup>th</sup> Street subject to the following conditions:

1. That the square footage for each sign not exceeds the size that is shown on the attached drawing.
2. That the size of the sign letters be as shown on the drawing.
3. That not more than the three wall signs be permitted.
4. That no wall signs be permitted on the east, west and north facades of the building.
5. That the wall signs not be lit.
6. That the applicant revises the sign standard text and submits it to the City prior to obtaining a sign permit.
7. That the existing blade sign(s) be removed.

The motion was seconded by Bob Lindeblad and passed unanimously.

### **PC2012-113 Revised Site Plan for PV Shopping Center NW Corner 71<sup>st</sup> & Mission Road**

Kylie Stock with LegaC Properties stated the Hen House at the PV Shopping Center has decided not to expand, although exterior improvements are being discussed. This changes the site plan that was approved by the Planning Commission on November 6, 2012. Ms Stock noted that Starbucks has received a building permit for their tenant finishes to the new retail building and should be open by late spring.

They would like to begin work on Mission Lane Improvements as soon as the weather allows and appreciate the Planning Commission willingness to consider the new site plan on short notice. They are hoping to begin work on the improvements in April. The most significant changes will be to the parking lot near Bruce Smith Drugs.

The proposed changes are as follows:

1. The footprint for the Hen House expansion will be removed and parking will remain on the north side of the store. The number of parking spaces in that lot will increase by 39.
2. The crosswalk will be moved south to the existing Hen House entrance.

3. The entrance and exit drives to the parking lot south of 69<sup>th</sup> Terrace will change back to where they are now. The Site Plan proposed to close the drive from Mission Lane and replace it with access to 69<sup>th</sup> Terrace. This reconfiguration will result in the loss of 12 parking spaces which results in a net increase of 27 parking spaces for the Center.
4. The applicants are also relocating several trash bin enclosures. The new trash bin locations will be screened with brick walls that match the brick in the Center.

Kylie Stock reviewed the relocation of the trash bin enclosures and additional enclosures that have been added.

Ron Williamson noted the applicant has revised the off-street parking requirements table and the counts by lot on the Parking Analysis drawing; however, there may need to be additional revisions after Staff reviews the information in more detail. The revised Site Plan will also change the landscape plan. The revised landscape plan needs to be submitted to the Tree Board for review and approval.

Nancy Wallerstein asked for clarification on the location of the 8' trail. It was noted that the trail has been preserved as approved. Mr. Vaughn noted the area in front of the new retail building will be walkable but will be somewhat narrower.

Nancy Wallerstein confirmed the plan maintains the crossover area between Hen House and south parking lot.

Nancy Wallerstein moved the Planning Commission approve the revised site plan for Prairie Village Shops removing the Hen House expansion and reconfiguring the parking lots will improve the traffic circulation and parking, and recommends approval subject to the following conditions:

1. That the applicant work with Staff to revise the off-street parking table and drawings for the Center, if necessary.
2. That the applicant submit the revised landscape plan to the Tree Board for review and approval.
3. That the applicant submit three revised sets of the approved site plan to the city staff.

The motion was seconded by Randy Kronblad and passed unanimously.

## **OTHER BUSINESS**

### **Discussion of possible changes to RV regulations**

Kate Gunja stated the City adopted its current Recreational Vehicle ordinance in September, 1994. In working with the Police Department, who enforces the code, during non-business hours, they have requested that the code be moved from the zoning regulations to the municipal code in the traffic section.

The Planning Commission members supported the move to the municipal code.

Mrs. Gunja confirmed the Planning Commission's earlier recommended change to extend the time limit increasing the time allowed to 7 days within a 30 day period. The Commission members felt the illustrations provided were good. They want to see the requirement for parking on a hard surface on private property retained.

Kate Gunja stated there will need to be a public hearing to remove the language from the zoning regulations. She would provide the Commission with the language that the Council is considering for their input.

Gregory Wolf confirmed that there would not be a break in enforcement between the removal of the regulations from the zoning code to its adoption in the municipal code.

### **JOINT MEETING**

Kate Gunja advised the Commission that in discussing the joint meeting with the City Council, the Council felt that more time was needed that allowed by meeting prior to a City Council meeting. An alternate Monday evening date will be determined after the general election.

### **NEXT MEETING**

No new applications have been filed for the April 1<sup>st</sup> meeting. The agenda will contain the continued items of the revised site plan for the Global Montessori Academy; possible final plat for Chadwick Court and discussion of possible code changes addressing sign standards and off-street parking.

There will not be a Board of Zoning Appeals meeting.

### **ADJOURNMENT**

With no further business to come before the Commission, Chairman Ken Vaughn adjourned the meeting at 8:00 p.m.

Ken Vaughn  
Chairman

## ORDINANCE 2307

**AN ORDINANCE AMENDING CHAPTER 19.28 ENTITLED “SPECIAL USE PERMITS” OF THE PRAIRIE VILLAGE MUNICIPAL CODE BY ADDING A NEW SECTION 19.28.075 ENTITLED “REAPPLICATION WAITING PERIOD” AND AMENDING CHAPTER 19.52 ENTITLED “PROCEDURAL PROCEDURES” BY ADDING A NEW SECTION 19.52.055 ENTITLED “REAPPLICATION WAITING PERIOD”.**

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

### **SECTION I**

Chapter 19.28 of the Prairie Village Municipal Code entitled “Special Use Permits” is hereby amended by adding a new Section 19.28.075 entitled “Reapplication Waiting Period” to read as follows:

#### **19.28.075 REAPPLICATION WAITING PERIOD**

In case of denial of an application by the Governing Body, the applicant must wait a period of six (6) months from the date of denial before reapplying for approval of a Special Use Permit unless the legal description of the property has substantially changed or the new application is for a Special Use Permit that is a different use than the original.

The City Administrator or his/her designee shall determine if an application concerns “substantially the same” property, development and land use as a prior application. The landowner may appeal any such determination to the Planning Commission.

The Governing Body may waive the waiting period for good cause shown.

### **SECTION II**

Chapter 19.52 of the Prairie Village Municipal Code entitled “Procedural Procedures” is hereby amended by adding a new Section 19.52.055 entitled “Reapplication Waiting Period” to read as follows:

#### **19.52.055 REAPPLICATION WAITING PERIOD**

In case of denial of an application by the Governing Body, the applicant must wait a period of six (6) months from the date of denial before reapplying for approval of a new development plan or zoning change unless the legal description of the property has substantially changed or the application is for a more restrictive zoning district than the original.

The City Administrator or his/her designee shall determine if an application concerns “substantially the same” property, development and land use as a prior application. The landowner may appeal any such determination to the Planning Commission.

The Governing Body may waive the waiting period for good cause shown.

**SECTION III**

**Effective Date.** This ordinance shall become effective upon approval by the Governing Body of the City of Prairie Village and publication as provided by law.

Approved by the Governing Body of the City of Prairie Village this \_\_\_\_ day of March 17, 2014.

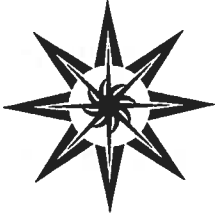
\_\_\_\_\_  
Mayor Ronald L. Shaffer

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Catherine P. Logan, City Attorney



## PLANNING COMMISSION

Council Meeting Date: April 7, 2014

**PC2014-02: Consider Request for Special Use Permit for the operation of a Montessori School at 7456 Cherokee Drive**

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### RECOMMENDATION

Recommend the Governing Body adopt Ordinance 2308 granting a Special Use Permit for a montessori school at 7456 Cherokee Drive confirming the Findings of Fact as adopted by the Planning Commission and subject to the conditions recommended by the Planning Commission.

### BACKGROUND

Global Montessori Academy, 707 West 47<sup>th</sup> Street, Kansas City, is purchasing the building previously occupied by the Cherokee Christian Church on the northwest corner of 75<sup>th</sup> Street and Belinder Avenue. They plan to use the classroom area for the Montessori School and rent the sanctuary for Sunday Worship. The sanctuary has a seating capacity of 299.

Global Montessori Academy has been in operation for over 30 years. They are currently located in the Unity Temple on the Plaza and have outgrown the location. The school currently has 90 students, ages 2 - 9 years old, and is expecting 110 students for the 2014-2015 school year. The projected capacity of the proposed site would accommodate 150 students. The school hours are from 8:30 am to 3:30 pm, but the school drop-off starts at 7:30 am and the pick-up extends to 6:00 pm. The school will accommodate preschool to sixth grade students in six classrooms initially, but seven classrooms ultimately.

The existing fenced area on the south side of the building will provide outdoor activity space for the 2 - 6 year age group. The northwest corner of the parking lot will be partitioned off with movable barriers for an outdoor play area for the elementary students.

A neighborhood meeting on February 18, 2014, in accordance with the Planning Commission Citizen Participation Policy and two people attended. No concerns expressed were about the use.

A public hearing on their application was held before the Planning Commission on Tuesday, March 4, 2014. No one was present to speak on the application. The minutes of that meeting are attached.

The Planning Commission reviewed the criteria for approval of the Special Use Permit and the "Golden Factors" and found favorably on the criteria recommending the Governing Body grant a Special Use Permit for the operation of a Private School at 7456 Cherokee Drive subject to the following conditions:

1. That the Montessori School be approved for a maximum of 7 classrooms and 150 children between the ages of 2 and 9.

2. That the School be permitted to operate year round from 7:30 a.m. to 6:00 p.m. subject to the requirements of the State of Kansas
3. That drop-off and pick-up of students occur in the north parking lot.
4. That the School meets all requirements of the building and fire codes, and the State Fire Marshall.
5. That the site complies with ADA requirements.
6. If this use is found not to be in compliance with the terms of the approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.
7. That the Special Use Permit be issued for the Montessori School for an indefinite period.
8. That the applicant has a traffic analysis performed and if any changes are necessary they be incorporated in the Site Plan Approval.

The Governing Body (which includes the Mayor and City Council) shall make its findings of fact based on the following "Golden Factors" and the criteria for approval of a Special Use Permit which are reflected in the March 4, 2014 minutes of the Planning Commission regarding this application.

Since no protest petitions were filed, the Governing Body has the following options:

- A. Adopt the recommendation of the Planning Commission and approve the Special Use Permit which requires a majority of those present, or
- B. Override the recommendation of the Planning Commission by a 2/3 vote of the Governing Body (9 votes), and deny the Special Use Permit or change the conditions of approval, or
- C. Return the recommendation to the Planning Commission by a simple majority vote of the quorum present with a statement specifying the basis for the Governing Body's failure to approve or disapprove the recommendation.
- D. Continue the item to a designated meeting by a simple majority of the quorum present.

#### **RELATED TO VILLAGE VISION**

*LRN1 Promote continued support of schools within the community.*

#### **ATTACHMENTS**

Planning Commission minutes of March 4, 2014  
Staff Report & Application for PC2014-02  
Proposed Ordinance 2308

#### **PREPARED BY:**

Joyce Hagen Mundy, City Clerk  
Date: March 14, 2014



**EXCERPT  
PLANNING COMMISSION MINUTES  
March 4, 2014**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, March 4, 2014, in the Municipal Building Council Chambers at 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Nancy Wallerstein, Bob Lindeblad, Gregory Wolf; Randy Kronblad and Nancy Vennard.

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

**PC2014-02 Request for Special Use Permit for Private School  
7457 Cherokee**

Ben Randell, Project Manager for Global Montessori Academy, 707 West 47<sup>th</sup> Street, Kansas City, stated Global Montessori Academy (GMA) is requesting a Special Use Permit to establish a Montessori School in a building previously occupied by the Cherokee Christian Church on the northwest corner of 75<sup>th</sup> Street and Blinder Avenue. They have purchased the property and plan to use the classroom area for the Montessori School and rent the sanctuary for Sunday Worship. The sanctuary has a seating capacity of 299.

Global Montessori Academy has been in operation for over 30 years. They are currently located in the Unity Temple on the Plaza and have outgrown the location. The school currently has 90 students, ages 2 - 9 years old, and is expecting 110 students for the 2014-2015 school year. The projected capacity of the proposed site would accommodate 150 students. The school hours are from 8:30 am to 3:30 pm, but the school drop-off starts at 7:30 am and the pick-up extends to 6:00 pm. The GMA was founded as a nonprofit in 1990; however, it has been in operation since 1984. The school will accommodate preschool to sixth grade students in six classrooms initially, but seven classrooms ultimately.

The existing fenced area on the south side of the building will provide outdoor activity space for the 2 - 6 year age group. The northwest corner of the parking lot will be partitioned off with movable barriers for an outdoor play area for the elementary students.

A neighborhood meeting on February 18, 2014, in accordance with the Planning Commission Citizen Participation Policy and two people attended. No concerns expressed were about the use.

Ron Williamson stated that the staff recommends the Commission act favorably on the application and forward it to the Governing Body for approval. However, he noted there are two issues that need to be addressed on the site plan approval and would recommend that site plan approval be continued. He noted the next Planning Commission meeting is prior to the City Council meet where the Special Use Permit would be considered. Staff is requesting more information on the development of the east side of the property. There is currently a traffic back-up situation on Cherokee due to Belinder Elementary School traffic and traffic from the

Montessori school across 75<sup>th</sup> Street. The applicant has been asked to provide a traffic study for review with the site plan approval.

Mr. Randell stated a firm has been hired to do the study and it will be available by the April 1<sup>st</sup> meeting of the Commission.

Randy Kronblad asked if the asphalt will be replaced with a soft material for the play area. Mr. Randelle stated at this time the asphalt area will remain. This will allow for it to be used for parking during Sunday services.

Nancy Vennard thanked Mr. Randell for their allowing the community garden to remain on this site.

Ron Williamson noted that it has been the practice of the Commission to grant five year permits for the initial Special Use Permit. He noted that the applicant is purchasing the property and making a substantial investment.

Bob Lindeblad stated that as long as the applicant meets the conditions of approval he does not see the need to limit the permit to five years. Ken Vaughn agreed that with their purchase of the property an indefinite special use permit would be appropriate.

Chairman Ken Vaughn opened the public hearing on PC2014-02. No one was present to address the Commission on this application and the public hearing was closed.

Chairman Ken Vaughn led the Commission through the following review of the factors for consideration of the requested special use permit:

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

The proposed Montessori School classrooms will be contained within the existing building which is in compliance with the zoning regulations. The fenced play area on the south was approved as part of the day care center. The outdoor classroom area on the east side of the building adjacent to Belinder Avenue needs to be better defined, specifically regarding fencing, paved areas, equipment, etc.

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

The proposed Montessori School will use the existing building and site for its use with few external changes. Access to the school will be from the north parking lot which is adequate in size to provide for standing and parking vehicles.

3. **The proposed special use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**

The proposed Montessori School will be using the building and site currently occupied by the church. There will be additional noise created by children using the outdoor play area on the northwest corner of the site. This may create some inconvenience for the residents to the west and north, but will be no different from other elementary schools that are located in residential neighborhoods throughout the city.

4. **The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it, are such that this special use will not dominate the immediate**

neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to: a) the location, size and nature of the height of the building, structures, walls and fences on the site; and b) the nature and extent of landscaping and screening on the site.

The proposed Montessori School will accommodate approximately 150 students and will operate during normal working hours. It will use the existing building and will not have a dominant effect on the neighborhood. It is a good reuse of a church facility that is no longer viable.

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

The Montessori School will use 56 spaces in the north lot, which should be more than adequate since pick-up and drop-off times vary significantly. The sanctuary has a capacity of 299 seats which requires 75 parking spaces. There are a total of 101 parking spaces on the site so it can accommodate the sanctuary at full capacity. This will require the elementary play area to be made available for parking on church meeting days.

6. **Adequate utility, drainage and other necessary utilities have been or will be provided.**

Utilities are available for the proposed use. If more impervious area is created on the east side of the building, some storm drainage improvements may be needed.

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

All access to the Montessori School will be off Belinder Avenue into the north parking lot. Entrance will be through the north driveway and exit will be through the south driveway. Currently, Belinder Avenue has some congestion problems at the 75<sup>th</sup> Street intersection during the morning peak. This probably is due to the Belinder Elementary School to the north, and the Montessori School and Day Care Center on the southeast corner of the intersection. Staff has requested the applicant to have a traffic study performed in order to analyze existing and future traffic congestion.

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

The proposed use will not have any hazardous or toxic materials, or obnoxious odors; however, some additional noise will be created by children using the outdoor play area in the northwest corner of the site.

9. **Architectural style and exterior materials are compatible with such styles and materials used in the neighborhood in which the proposed structure is to be built or located.**

The proposed use will not require any significant changes in the exterior architecture of the existing building. The fire escape on the north end will be modified and some additional doors will be added on the east side of the building to meet code requirements.

#### **GOLDEN FACTORS FOR CONSIDERATION:**

1. **The character of the neighborhood;**

The neighborhood is predominantly single-family dwellings to the north, south, east, and west. The existing property is a church and another church is located on the southeast corner of Belinder Avenue and 75<sup>th</sup> Street. Two blocks east of the site is a large office building along with

other office buildings on the north side of 75<sup>th</sup> Street to State Line Road. The character of the immediate neighborhood is primarily residential with single-family dwellings and churches.

**2. The zoning and uses of property nearby;**

North: R-1B Single-Family District - Single Family Dwellings  
East: R-1B Single-Family District - Single Family Dwellings  
South: R-1A Single-Family District - Single Family Dwellings  
West: R-1B Single-Family District - Single Family Dwellings

**3. The suitability of the property for the uses to which it has been restricted under its existing zoning;**

The property is zoned R-1B Single-Family Residential District which permits single-family dwellings, churches, schools, public building, parks, group homes and other uses that may be permitted either as a conditional use or special use. The property has a variety of uses available and the building can be modified to easily accommodate the proposed school. The proposed repurposing of the church for a school is a good reuse of an existing facility.

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

The site has been used as a church since it was built in 1957 and was a quasi-public use; the proposal is to change it to another quasi-public use. Very little change is proposed to the building and site so the appearance will remain essentially as it is now. Additional traffic on Belinder Avenue may have some adverse effects on the neighborhood, particularly between 7:30 am and 8:30 am.

**5. The length of time of any vacancy of the property;**

The church was built in 1957 and has been occupied by a Cherokee Christian Church who will terminate their use in June.

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

The proposed use will be within an existing building that will have minor exterior modifications; however, there will be some site improvements. The applicant will be able to better utilize the property and no hardship will be created for adjacent property owners.

**7. City staff recommendations;**

The use will be within an existing building with minimal exterior changes; the use will have minimal impact on the neighborhood; and the use will provide a needed service for children that is in demand in Prairie Village. It is the opinion of Staff that this is a good reuse of an existing church facility.

**8. Conformance with the Comprehensive Plan.**

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The proposed Montessori School is an amenity that sets Prairie Village apart from other competing communities in the metropolitan area. This application for approval of the Global Montessori Academy is consistent with Village Vision in encouraging reinvestment; providing multiple uses in existing buildings and making better use of underutilized facilities.

Randy Kronblad moved the Planning Commission find favorably on both sets of factors and recommend approval of the Global Montessori Academy Special Use Permit to the Governing Body subject to the following conditions:

1. That the Montessori School be approved for a maximum of 7 classrooms and 150 children between the ages of 2 and 9.
2. That the School be permitted to operate year round from 7:30 a.m. to 6:00 p.m. subject to the requirements of the State of Kansas
3. That drop-off and pick-up of students occur in the north parking lot.
4. That the School meets all requirements of the building and fire codes, and the State Fire Marshall.
5. That the site complies with ADA requirements.
6. If this use is found not to be in compliance with the terms of the approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.
7. That the Special Use Permit be issued for the Montessori School for an indefinite period.
8. That the applicant has a traffic analysis performed and if any changes are necessary they be incorporated in the Site Plan Approval.

The motion was seconded by Bob Lindeblad and passed unanimously.

## STAFF REPORT

**TO:** Prairie Village Planning Commission  
**FROM:** Ron Williamson, FAICP, Lochner, Planning Consultant  
**DATE:** March 4, 2014, Planning Commission Meeting

Project # 000009686

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**Application:** PC 2014-02

**Request:** Special Use Permit for Montessori School

**Property Address:** 7456 Cherokee Drive

**Applicant:** Global Montessori Academy

**Current Zoning and Land Use:** R-1B Church

**Surrounding Zoning and Land Use:** North: R-1B Single-Family District – Single Family Dwellings  
East: R-1B Single-Family District – Single Family Dwellings  
South: R-1A Single-Family District – Single Family Dwellings  
West: R-1B Single-Family District – Single Family Dwellings

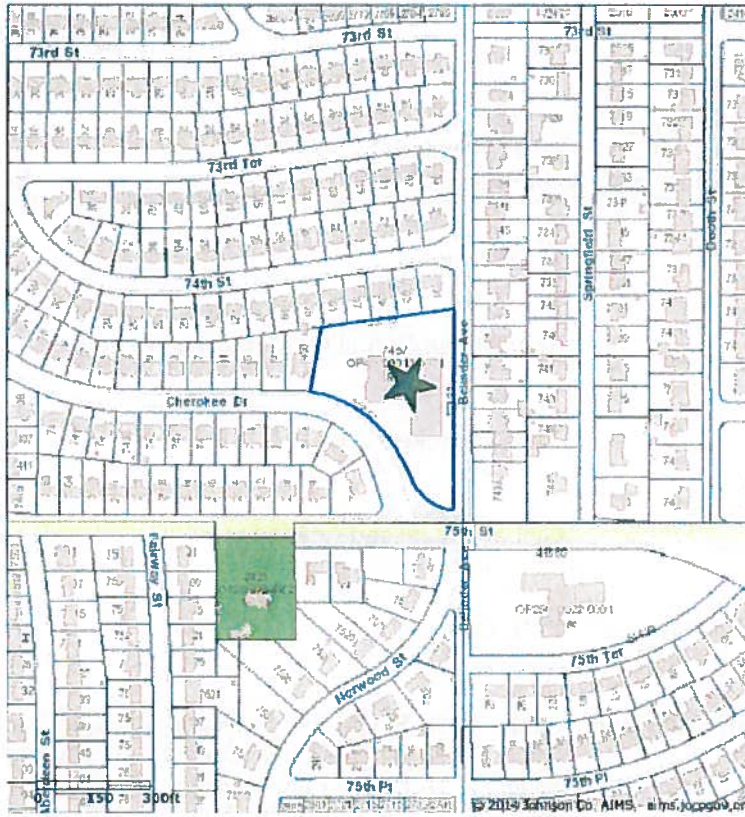
**Legal Description:** Lot 21 BLK 10 Prairie Hills

**Property Area:** 2.84 acres

**Related Case Files:** PC 2003-109 Temporary Use Permit for Summer Day Care Program  
PC 2002-105 Temporary Use Permit for Summer Day Care Program  
PC 1997-07 Special Use Permit for Child Care Programs  
PC 1992-05 Special Use Permit for Child Care Programs  
PC 1989-06 Special Use Permit for Child Care Programs

**Attachments:** Application, Site Plan, Photos

General Location Map



Aerial Map



**COMMENTS:**

Global Montessori Academy (GMA) is requesting a Special Use Permit to establish a Montessori School in a building previously occupied by the Cherokee Christian Church on the northwest corner of 75<sup>th</sup> Street and Belinder Avenue. GMA will acquire the church facility and use the classroom area for the Montessori School. GMA will rent the sanctuary for Sunday Worship. The sanctuary has a seating capacity of 299.

GMA is currently located in the Unity Temple on the Plaza and has outgrown the location. The school currently has 90 students, ages 2 - 9 years old, is expecting 110 students for the 2014-2015 school year, and estimates the capacity of the proposed site to accommodate 150 students. The school hours are from 8:30 am to 3:30 pm, but the school drop-off starts at 7:30 am and the pick-up extends to 6:00 pm. The GMA was founded as a nonprofit in 1990; however, it has been in operation since 1984. The school will accommodate preschool to sixth grade students in six classrooms initially, but seven classrooms ultimately.

The existing fenced area on the south side of the building will provide outdoor activity space for the 2 - 6 year age group. The northwest corner of the parking lot will be partitioned off with movable barriers for an outdoor play area for the elementary students. This will remove approximately 33 parking spaces, some of which will be needed for the Sunday Worship services.

The applicant held a neighborhood meeting on February 18, 2014, in accordance with the Planning Commission Citizen Participation Policy and two people attended. No concerns expressed were about the use. A summary provided by the applicant is attached.

There has been a court decision that Special Use Permits are in reality a change in use and should be considered in the same manner as a zoning change is considered using the "Golden Factors". The Special Use Permit ordinance has factors for consideration similar but not identical to the "Golden Factors" and therefore, both sets of factors will be presented.

The Planning Commission shall make findings of fact to support its recommendation to approve, conditionally approve, or disapprove this Special Use Permit. In making its decision, consideration should be given to any of the following factors that are relevant to the request:

**FACTORS FOR CONSIDERATION SPECIFIC TO SPECIAL USE PERMITS:**

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

The proposed Montessori School classrooms will be contained within the existing building which is in compliance with the zoning regulations. The fenced play area on the south was approved as part of the day care center. The outdoor classroom area on the east side of the building adjacent to Belinder Avenue needs to be better defined, specifically regarding fencing, paved areas, equipment, etc.

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

The proposed Montessori School will use the existing building and site for its use with few external changes. Access to the school will be from the north parking lot which is adequate in size to provide for standing and parking vehicles.

**3. The proposed special use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**

The proposed Montessori School will be using the building and site currently occupied by the church. There will be additional noise created by children using the outdoor play area on the northwest corner of the site. This may create some inconvenience for the residents to the west and north, but will be no different from other elementary schools that are located in residential neighborhoods throughout the city.

**4. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it, are such that this special use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to: a) the location, size and nature of the height of the building, structures, walls and fences on the site; and b) the nature and extent of landscaping and screening on the site.**

The proposed Montessori School will accommodate approximately 150 students and will operate during normal working hours. It will use the existing building and will not have a dominant effect on the neighborhood. It is a good reuse of a church facility that is no longer viable.

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

The Montessori School will use 56 spaces in the north lot, which should be more than adequate since pick-up and drop-off times vary significantly. The sanctuary has a capacity of 299 seats which requires 75 parking spaces. There are a total of 101 parking spaces on the site so it can accommodate the sanctuary at full capacity. This will require the elementary play area to be made available for parking on church meeting days.

**6. Adequate utility, drainage and other necessary utilities have been or will be provided.**

Utilities are available for the proposed use. If more impervious area is created on the east side of the building, some storm drainage improvements may be needed. The applicant will need to work with Public Works Department to resolve any storm drainage issues.

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

All access to the Montessori School will be off Belinder Avenue into the north parking lot. Entrance will be through the north driveway and exit will be through the south driveway. Currently, Belinder Avenue has some congestion problems at the 75<sup>th</sup> Street intersection during the morning peak. This probably is due to the Belinder Elementary School to the north, and the Montessori School and Day Care Center on the southeast corner of the intersection. Staff has requested the applicant to have a traffic study performed in order to analyze existing and future traffic congestion.

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

The proposed use will not have any hazardous or toxic materials, or obnoxious odors; however, some additional noise will be created by children using the outdoor play area in the northwest corner of the site.

**9. Architectural style and exterior materials are compatible with such styles and materials used in the neighborhood in which the proposed structure is to be built or located.**

The proposed use will not require any significant changes in the exterior architecture of the existing building. The fire escape on the north end will be modified and some additional doors will be added on the east side of the building to meet code requirements.

**GOLDEN FACTORS FOR CONSIDERATION:**

**1. The character of the neighborhood;**

The neighborhood is predominantly single-family dwellings to the north, south, east, and west. The existing property is a church and another church is located on the southeast corner of Belinder Avenue and 75<sup>th</sup> Street. Two blocks east of the site is a large office building along with other office buildings on the north side of 75<sup>th</sup> Street to State Line Road. The character of the immediate neighborhood is primarily residential with single-family dwellings and churches.

**2. The zoning and uses of property nearby;**

**North:** R-1B Single-Family District - Single Family Dwellings  
**East:** R-1B Single-Family District - Single Family Dwellings  
**South:** R-1A Single-Family District - Single Family Dwellings  
**West:** R-1B Single-Family District - Single Family Dwellings

**3. The suitability of the property for the uses to which it has been restricted under its existing zoning;**

The property is zoned R-1B Single-Family Residential District which permits single-family dwellings, churches, schools, public building, parks, group homes and other uses that may be permitted either as a conditional use or special use. The property has a variety of uses available and the building can be modified to easily accommodate the proposed school. The proposed repurposing of the church for a school is a good reuse of an existing facility.

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

The site has been used as a church since it was built in 1957 and was a quasi-public use; the proposal is to change it to another quasi-public use. Very little change is proposed to the building and site so the appearance will remain essentially as it is now. Additional traffic on Belinder Avenue may have some adverse effects on the neighborhood, particularly between 7:30 am and 8:30 am.

**5. The length of time of any vacancy of the property;**

The church was built in 1957 and has been occupied by a Cherokee Christian Church who will terminate their use in June.

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

The proposed use will be within an existing building that will have minor exterior modifications; however, there will be some site improvements. The applicant will be able to better utilize the property and no hardship will be created for adjacent property owners.

**7. City staff recommendations;**

The use will be within an existing building with minimal exterior changes; the use will have minimal impact on the neighborhood; and the use will provide a needed service for children that is in demand in Prairie Village. It is the opinion of Staff that this is a good reuse of an existing church facility.

**8. Conformance with the Comprehensive Plan.**

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The proposed Montessori School is an amenity that sets Prairie Village apart from other competing communities in the metropolitan area. This application for approval of the Global Montessori Academy is consistent with Village Vision in encouraging reinvestment; providing multiple uses in existing buildings and making better use of underutilized facilities.

**RECOMMENDATIONS:**

It is the recommendation of Staff that the Planning Commission find favorably on both sets of factors and recommend approval of the Global Montessori Academy Special Use Permit to the Governing Body subject to the following conditions:

1. That the Montessori School be approved for a maximum of 7 classrooms and 150 children between the ages of 2 and 9.
  2. That the School be permitted to operate year round from 7:30 a.m. to 6:00 p.m. subject to the requirements of the State of Kansas
  3. That drop-off and pick-up of students occur in the north parking lot.
  4. That the School meet all requirements of the building and fire codes, and the State Fire Marshall.
  5. That the site comply with ADA requirements.
  6. If this use is found not to be in compliance with the terms of the approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.
-

7. That the Special Use Permit be issued for the Montessori School for a period of five (5) years from the date of Governing Body approval and that if the applicant desires to continue the use, they shall file a new application for reconsideration by the Planning Commission and Governing Body.
8. That the applicant have a traffic analysis performed and if any changes are necessary they be incorporated in the Site Plan Approval.

### **Site Plan Approval**

The applicant has also submitted a Site Plan for approval by the Planning Commission. Since the proposed use is within an existing building, a detailed Site Plan was not required; however, the applicant needs to submit more detail for the proposed outdoor classroom area on the east side of the building. In its consideration of the Site Plan, the Planning Commission shall address the following criteria:

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

The proposed Montessori School will be within an existing structure and parking and access will be accommodated within the existing north parking lot.

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

This site is currently served by utilities and they should be adequate to serve the proposed use.

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

No changes in the existing site are proposed and therefore stormwater runoff will not be affected.

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

The existing parking area on the north side will provide adequate ingress/egress for the proposed use. Belinder Avenue currently backs up at 75<sup>th</sup> Street in the morning rush hour, and this use will further aggravate that problem. A traffic study needs to be prepared to address this issue.

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

The site is consistent with good land planning and design.

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

It is not proposed to change the external appearance of the building except for some minor items; however, some site changes are proposed.

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

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The proposed Montessori School is an amenity that sets Prairie Village apart from other competing communities in the metropolitan area. This application for approval of the Montessori School is

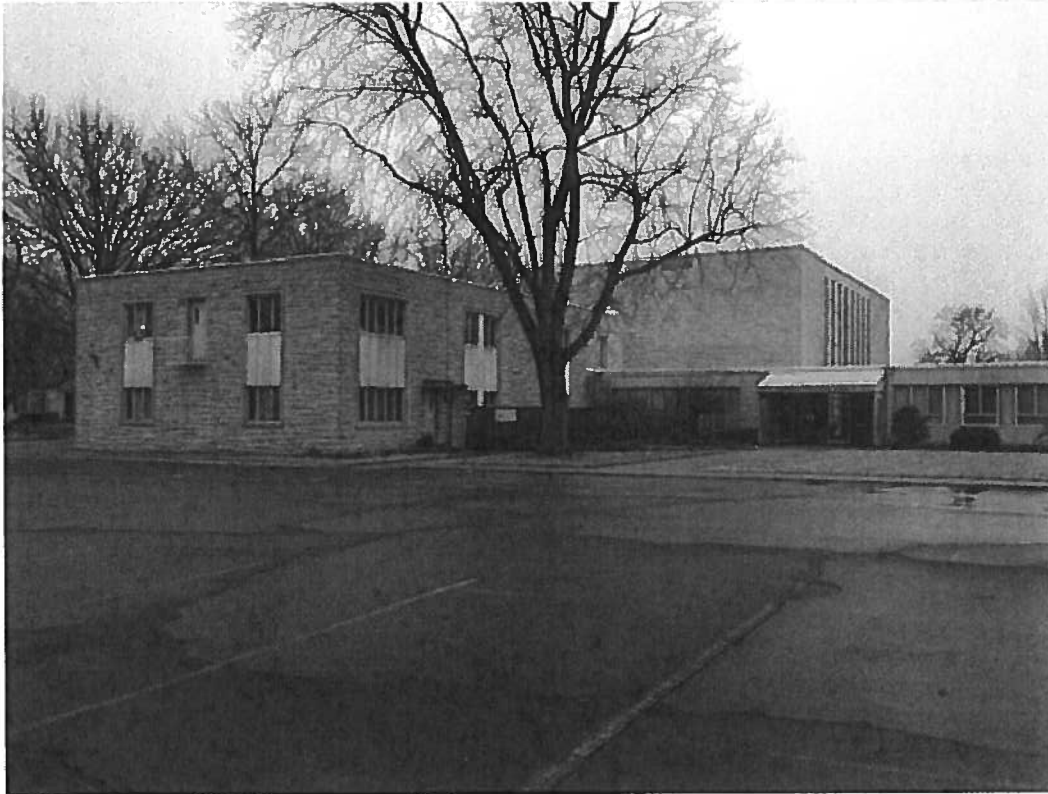
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consistent with Village Vision in encouraging reinvestment; providing multiple uses in existing buildings and making better use of underutilized facilities.

**RECOMMENDATION:**

It is the recommendation of Staff that the Planning Commission continue the Site Plan to the April 1<sup>st</sup> meeting in order to consider the traffic study and other conditions as follows:

1. That any outdoor lighting installed shall be in accordance with the lighting ordinance.
  2. That the applicant meet all requirements of the building and fire codes.
  3. That the applicant submit a more detailed Site Plan for the proposed outdoor classroom.
  4. That any proposed modifications to the exterior of the building, including doors, etc., be subject to the review and approval of Staff for architectural compatibility.
-



**East Side**

**SPECIAL USE PERMIT APPLICATION**

CITY OF PRAIRIE VILLAGE, KANSAS

For Office Use Only

Case No.: PC 2014-01  
Filing Fees: \$100  
Deposit: \$500



Date Advertised: \_\_\_\_\_  
Date Notices Sent: \_\_\_\_\_  
Public Hearing Date: 3/4/14

APPLICANT: Global Montessori Academy PHONE: 816 561 4533

ADDRESS: 770 W 47th KC, MO 64112 E-MAIL: jodie@globalmontessori.com

OWNER: Cherokee Christian (D.O.C.) Church PHONE: 913 362 7077

ADDRESS: 7457 Cherokee Drive ZIP: 66208

LOCATION OF PROPERTY: 7457 Cherokee Drive

LEGAL DESCRIPTION: Prairie Hills Lot 21 B1K10 PVC 576  
371 BTAO 2672-0

**ADJACENT LAND USE AND ZONING:**

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Single Family Residential</u>	<u>R-1B</u>
South	<u>" " "</u>	<u>R-1B</u>
East	<u>" " "</u>	<u>R-1B</u>
West	<u>" " "</u>	<u>R-1B</u>

Present Use of Property: Place of Worship / Church

Please complete both pages of the form and return to:  
Planning Commission Secretary  
City of Prairie Village  
7700 Mission Road  
Prairie Village, KS 66208

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

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

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

If Yes, what length of time? Indefinite

SIGNATURE: [Signature]

DATE: 31 JAN 2014

BY: JODIE NOLEN

TITLE: EXECUTIVE DIRECTOR

Attachments Required:

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



**SPECIAL USE PERMIT APPLICATION**  
**for**  
**Global Montessori Academy**

**City of Prairie Village, Kansas**  
**January 31, 2014**

**EXHIBIT A: Project Narrative**

This year, Global Montessori Academy (GMA) will celebrate 30 years since its founding. Originally called the Plaza Light School, it occupied a single classroom in the basement of its parent organization, Unity Temple on the Plaza. For six years, it functioned as a family cooperative with parents serving as support staff. In 1990 Unity decided to close the School. A group of determined parents decided the School was too important to the community to dissolve and formed a non-profit corporation to acquire it. On September 1, 1990, the School opened its doors as the Global Montessori Academy.

GMA has grown from the original class of 18 students and one full-time teacher. The past five years the school has experienced tremendous growth. It is currently operating at full capacity, has an ever-expanding wait-list, and enjoys an excellent reputation in the community. In 2011, GMA added a third primary room for ages 3 to 6 years and an elementary class for 6 to 9 year olds with a plan to add another elementary class three years later. With no available space at Unity, our Board of Directors has spent the last three years identifying a suitable site to further develop and expand the school. After an exhaustive search, Cherokee Christian Church was found an ideal location with a gracious congregation dedicated to supporting education and leaving behind a valuable community resource.

This site, as is currently configured, will allow Global to expand to a maximum capacity of 150 students, which is well under the church's capacity of 299 attendees. The 2014-2015 student population is projected to be 110 (20 toddlers, 70 primary and 20 elementary students). The site has ample parking and easy access from both Belinder and Cherokee Drive allowing parents to park and walk their children into school. GMA's school day runs from 8:30 a.m. to 3:30 p.m. with extended care offered before and after school. Drop-off occurs between 7:30 and 8:30 a.m. each morning. Pick up is from 3:30 to 6:00 p.m. each afternoon. There will be no carpool line extending onto Belinder Street or Cherokee Drive. These factors taken together should lessen the effects additional cars have on weekday traffic patterns. Weekend traffic will be similar to current conditions. There will be periodic school functions on Saturdays and a congregation will rent the the sanctuary for Sunday worship.

The mission of Global Montessori Academy is **to provide an authentic Montessori education for young children, with a dedication to development of the whole person: intellectually, physically, emotionally, and socially.** Since 1984, thousands of children have flourished as Global students. A successful move to this site will continue this tradition to the next 30 years and beyond.

## **EXHIBIT B: Explanation for Responses to Standards for Special Use Permit**

1. *Is deemed necessary for the public convenience at that location.*

When searching for a new site, GMA considered several factors including proximity and demographic similarity to current location, available greenspace, site condition, and compatibility with Montessori practices. After an exhaustive search, this site was found to be as close to ideal as could be expected. It will offer a higher level of convenience to GMA families than the current location. Conversely the surrounding area will benefit significantly from additional high quality childcare.

2. *Is so designated, located and proposed to be operated that the public health, safety, and welfare will be protected.*

Global Montessori Academy has operated for 30 years without incident at its current location. At this location the school will be fully licensed by the Kansas Department of Health and Environment to care for children from 2 to 6 years. GMA's school age program will be registered with the Kansas State Department of Education. Given the change of use from Assembly to Education GMA will make significant upgrades to meet current building safety code.

3. *Is found to be generally compatible with the neighborhood in which it is proposed.*

There will be few substantial changes to the exterior of the building. Changes will be designed to blend into and compliment the current appearance. In accordance with Prairie Village Zoning Regulations special use permits for Private Schools are permitted in any district (Section 19.28.005).

4. *Will comply with the height and area regulations of the district in which it is proposed.*

There will be no change in height or area made to the building, keeping it within district regulations.

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

There will be no change in off-street parking or loading areas. Current screening will be maintained to protect neighboring residents from injurious effect.

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

Most existing utilities are adequate for school use. A larger supply line will be installed to meet the added water demand of a fire sprinkler system. Changes to the site such as land and hardscaping will be minimal and cosmetic in nature. There should be no discernible change in current drainage patterns.



Application No. PK 2014-02

Jodie M Nolen, being duly sworn upon his oath, deposes and states:

1. I am the (owner of) (attorney for) (agent of) the property described in the attached notice upon which an application has been filed before the Planning Commission of the City of Prairie Village, Kansas.
2. On the 18 day of February, 2014 a public information meeting was held pursuant to the Citizen Participation Policy adopted on June 6, 2000, by the Planning Commission
3. On the 12 day of February, 2014, I did comply with notification requirements to landowners as stated Section 19.28.020, of the Prairie Village Zoning Regulations and notified in letter by certified mail all owners of land located within 200 feet of the described real property. Notice was mailed to the following:

Name

Address

See Attached

I certify that the foregoing is true and correct.

Jodie M Nolen  
Name

707 W 47th, KC MO 64112  
Address



# GLOBAL MONTESSORI ACADEMY

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

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707 West 47th Street • Kansas City, MO 64112 • Phone•816•561•4533 • Fax•816•561•5710

February 12, 2014

Dear neighbor,

This year, Global Montessori Academy (GMA) will celebrate 30 years since its founding. Originally called the Plaza Light School, it occupied a single classroom in the basement of its parent organization, Unity Temple on the Plaza. For six years, it functioned as a family cooperative with parents serving as support staff. In 1990 Unity decided to close the School. A group of determined parents decided the School was too important to the community to dissolve and formed a non-profit corporation to acquire it. On September 1, 1990 the school opened its doors as the Global Montessori Academy.

GMA has experienced tremendous growth from the original class of 18 students and one full-time teacher. We are currently operating at full capacity with 90 students. GMA offers one toddler class for students age 2-3, three Children's House classrooms for students age 3-6, and a lower elementary class for students in first through third grade. GMA has an excellent reputation in the community and demand for quality Montessori education continues with our ever-expanding wait-list. We are also excited to grow our elementary program to offering fourth through sixth grade in the coming years.

With no available space at Unity, our Board of Directors has spent the last three years identifying a suitable site to further develop and expand the school. After an exhaustive search, Cherokee Christian Church was found an ideal location with a gracious congregation dedicated to supporting education and leaving behind a valuable community resource.

The mission of Global Montessori Academy is to provide an authentic Montessori education for young children, with a dedication to development of the whole person: intellectually, physically, emotionally, and socially. Since 1984, thousands of children have flourished as Global students. A successful move to this site will continue this tradition to the next 30 years and beyond.

We are holding a Public Information Meeting on February 18th at 6:00 pm in the sanctuary of Cherokee Christian Church. We will discuss our plan for the property and answer any questions you might have. We hope to see you there!

Warm regards,

Jodie M. Nolen  
Executive Director

Neighborhood Meeting Summary  
February 18, 2014

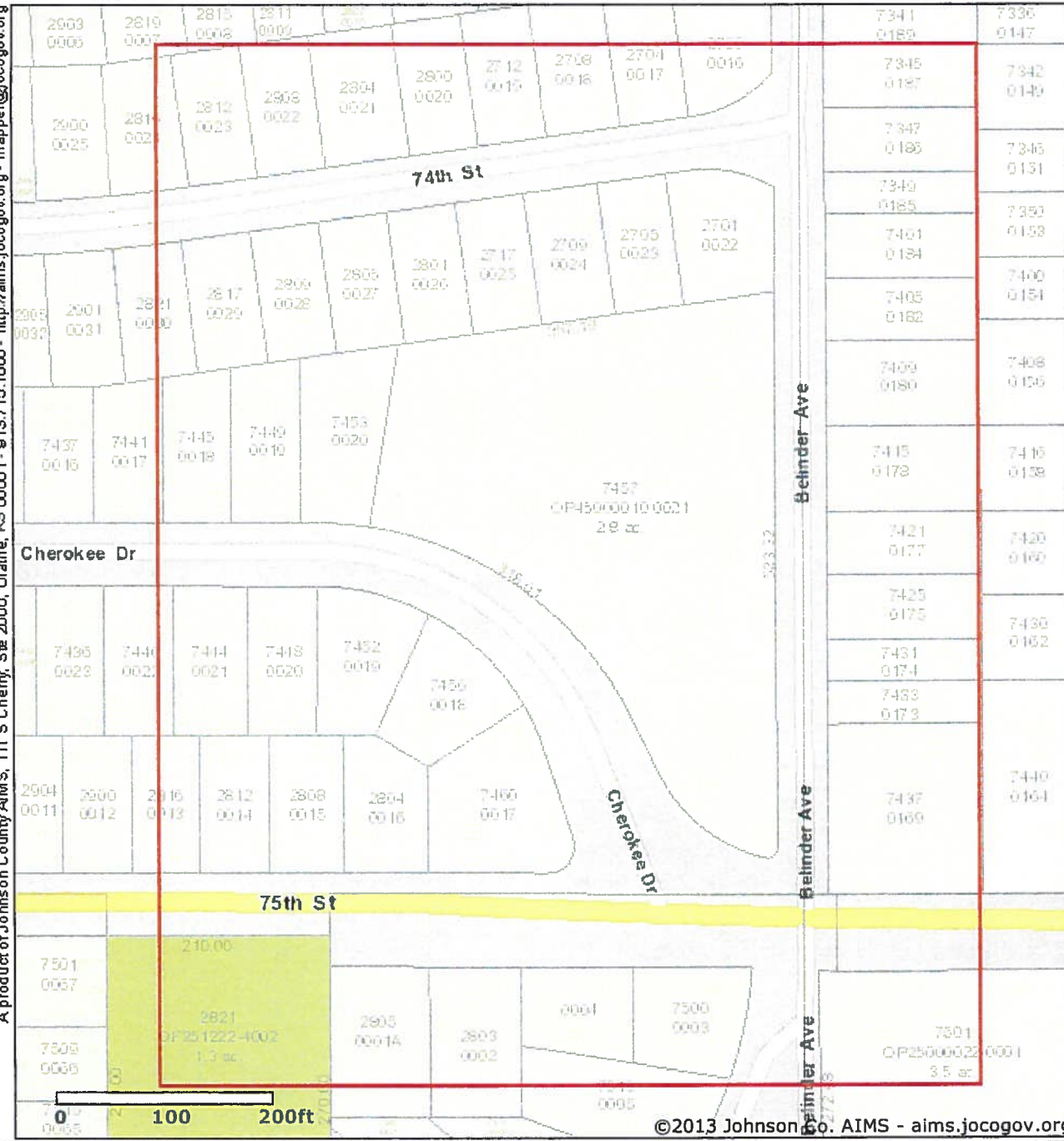
In attendance representing Global Montessori Academy and Cherokee Christian Church:

- Ben Randell, Project Manager, Global Montessori Academy
- Reverend Patricia Thompson, Minister, Cherokee Christian Church

Global Montessori Academy hosted a neighborhood meeting on Tuesday, February 10, 2014 at 6:00 pm in the sanctuary of Cherokee Christian Church. There were two people in attendance. One person lives within 200 feet of the property. The other was the co-owner of Monarch Montessori across the street.

With such small numbers in attendance, we decided to conduct an informal discussion in the lobby near the sanctuary. The gentleman had already heard about our plan for the facility and had no further questions. He expressed his disappointment that the church was closing but was glad it would have a new owner that would care for the building. Although his children are grown and his grandkids live away, he was excited that a school would be moving to the site. He questioned why he didn't get a notice in the mail. I asked if he owns his house and he does. The address list was consulted and it was determined that his address in AIMS was not updated when he moved to his current house 2 years ago. I apologized for the mix up and explained that I had no control over the information in the system.

The other individual wanted to discuss our decision to move so close to their facility. I explained that we had conducted an extensive search for properties and several possibilities had fallen through. We had not planned on moving across the state line but when this property presented itself we could not pass it up. I assured her that we did not see Monarch Montessori as competition and hoped to develop a mutually beneficial relationship. She seemed to be glad to hear that and the conversation ended on a good note.

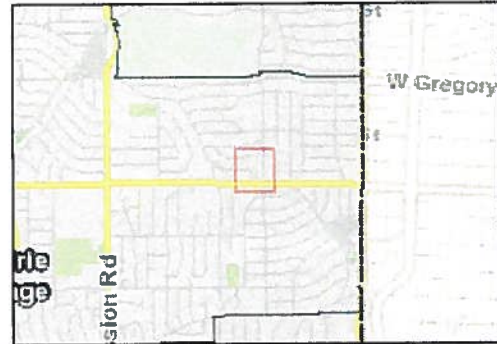


## Johnson Co AIMS Map

Properties within 200 feet of Cherokee Christian Church

### LEGEND

- Address Point
  - Building/Structure
- Property
- Untaxed
  - Common Interest
  - Vertical
  - Platted
  - Unplatted
  - Right-of-way
  - Mineral Rights
  - Leased Land



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## ORDINANCE 2308

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR THE OPERATION OF A MONTESSORI SCHOOL AT 7456 CHEROKEE DRIVE, PRAIRIE VILLAGE, KANSAS**

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

**Section I. Planning Commission Recommendation.** At its regular meeting on March 4, 2014, the Prairie Village Planning Commission held a public hearing, found the findings of fact to be favorable and recommended that the Governing Body approve a Special Use Permit for the operation of a Montessori School at 7456 Cherokee Drive subject to the following conditions:

1. That the Montessori School be approved for a maximum of 7 classrooms and 150 children between the ages of 2 and 9.
2. That the School be permitted to operate year round from 7:30 a.m. to 6:00 p.m. subject to the requirements of the State of Kansas.
3. That drop-off and pick-up of students occur in the north parking lot.
4. That the school meets all requirements of the building and fire codes, and the State Fire Marshall.
5. That the site complies with ADA requirements.
6. If this use is found not to be in compliance with the terms of approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.
7. That the Special Use Permit be issued for the Montessori School for an indefinite period.
8. That the applicant has a traffic analysis performed and if any changes are necessary they be incorporated in the Site Plan Approval.

**Section II. Findings of the Governing Body.** At its meeting on April 7, 2014, the Governing Body adopted by specific reference the findings as contained in the minutes of the Planning Commission meeting of March 4, 2014, and the recommendations of the Planning Commission and approved the Special Use Permit as docketed PC2014-02.

**Section III. Granting of the Special Use Permit.** Be it therefore ordained that the City of Prairie Village grant a Special Use Permit for Global Montessori Academy to operate a private school at 7456 Cherokee Drive, Prairie Village, Kansas subject to the eight specific conditions listed above.

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



PASSED AND ADOPTED THIS 7th DAY OF APRIL, 2014.

CITY OF PRAIRIE VILLAGE, KANSAS

By: /s/ Ronald L. Shaffer  
Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

/s/ Joyce Hagen Mundy  
Joyce Hagen Mundy, City Clerk

/s/ Catherine P. Logan  
Catherine P. Logan, City Attorney

## MAYOR'S ANNOUNCEMENTS

April 7, 2014

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

Finance Committee	04/09/2014	3:00 p.m.
Parks and Recreation Committee	04/09/2014	7:00 p.m.
Sister City Committee	04/14/2014	7:00 p.m.
Prairie Village Arts Council	04/16/2014	7:00 p.m.
Council Committee of the Whole	04/21/2014	6:00 p.m.
City Council	04/21/2014	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present a multimedia exhibit by Lucinda Baker as the April exhibit in the R. G. Endres Gallery. The artist reception will be on Friday, April 11, from 6:30 - 7:30 p.m.

Recreation sales began last week. Pool memberships purchased through April 30 will be discounted by \$10.

The 2014 annual large item pick up has started. Items from homes on 75th Street and north of 75th Street have been picked up. Items from homes south of 75th Street will be collected this Saturday, April 12.

## INFORMATIONAL ITEMS

April 7, 2014

1. Board of Zoning Appeals Minutes - January 7, 2014
2. Prairie Village Arts Council Minutes - January 15, 2014
3. Villagefest Committee Minutes - January 23, 2014
4. Police Pension Plan Board Minutes - February 6, 2014
5. Planning Commission Minutes - February 10, 2014
6. Parks and Recreation Committee Minutes - February 12, 2014
7. Environment/Recycle Committee Minutes - February 26, 2014
8. Villagefest Committee Minutes - February 27, 2014
9. Planning Commission Minutes - March 4, 2014
10. Tree Board Minutes - March 5, 2014
11. Animal Control Board Minutes - March 27, 2014
12. Mark Your Calendars

**BOARD OF ZONING APPEALS  
CITY OF PRAIRIE VILLAGE, KANSAS  
AGENDA  
January 7, 2014  
6:30 P.M.**

- I. ROLL CALL
  
- II. APPROVAL OF MINUTES - August 6, 2013
  
- III. ACTION ITEM  
BZA2014-01 Request for a Variance from P.V.M.C. 19.44.015C  
To increase the height of the steeple from 75 feet to 106 feet  
6641 Mission Road  
Zoning: R-1a Single Family Residential District  
Applicant: Matt Schlicht, Engineering Solutions for  
Village Presbyterian Church
  
- IV. OTHER BUSINESS  
Election of Officers
  
- V. OLD BUSINESS
  
- VI. ADJOURNMENT

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

**BOARD OF ZONING APPEALS  
CITY OF PRAIRIE VILLAGE, KANSAS  
MINUTES  
TUESDAY, JANUARY 7, 2014**

**ROLL CALL**

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, January 7, 2014 in the Council Chambers of the Municipal Building at 7700 Mission Road. Chairman Randy Kronblad called the meeting to order at 6:30 p.m. with the following members present: Bob Lindeblad, Nancy Vennard, Gregory Wolf and Ken Vaughn. Also present in their advisory capacity to the Board of Zoning Appeals were: Ron Williamson, Planning Consultant, Kate Gunja, Assistant City Administrator; Danielle Dulin, Assistant to the City Administrator; Jim Brown, Building Official and Joyce Hagen Mundy, Board Secretary.

**APPROVAL OF MINUTES**

Ken Vaughn moved the minutes of the August 6, 2013 meeting of the Board of Zoning Appeals be approved as written. The motion was seconded by Gregory Wolf and passed unanimously.

**BZA2014-01    Request for a Variance from P.V.M.C. 19.44.015C  
To increase the height of the steeple from 75 feet to 106 feet  
6641 Mission Road**

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, December 17, 2013 and all property owners within 200' were mailed notices of the hearing.

Randy Kronblad called upon the applicant to present the application.

Brian Rathsam, with Mantel Teter representing Village Presbyterian Church stated the Village Presbyterian Church is proposing to build an addition of the west side of the church. As part of the new addition the applicant proposes to remove the existing church steeple and replace it with a new steeple on the south end of the proposed addition. The maximum height permitted for a steeple is 75 feet. The height of the existing steeple is 99.81 feet and the applicant is requesting a height of 99 feet. The height of the ridgeline of the roof of the proposed addition in this area is approximately 32 ft. and the proposed steeple would extend 67 ft. taller.

Ron Williamson stated Section 19.44.015.C allows cupolas, domes, spires, etc. not to exceed a maximum height of seventy-five feet. The proposed height is 99 ft. which would be a variance of 24 ft.

Mr. Williamson stated staff reviewed copies of the original plans which were prepared in 1947. At that time, the steeple was designed, and assumed built, to a height of about 87 ft. The brick tower base was 33.5 ft. in height, a mid-section was 5.5 ft., and the steeple portion was 48 ft. In 1952 an expansion was designed and the steeple was relocated. The top 48 ft. of the steeple was relocated. The mid-section was increased in height from 5.5 ft. to 16 ft. and the base tower was increased from 33.5 ft. to 36 ft. The total steeple was increased in height from 87 ft. to approximately 100 ft. in height. This height was verified by a survey that determined the height at 99.81 ft.

At the time the steeple was constructed in 1954, the zoning ordinance did not have a height limitation of steeples. In 1971, an ordinance was adopted, but it was very vague and in 1995 when the zoning ordinance was amended, and a height for steeples was set at 75 ft. Therefore, the existing steeple is a legal nonconforming structure and can be maintained and repaired but cannot be relocated unless it conforms to the required maximum height.

The applicant has amended its request from 106 ft. to 99 ft. to keep the same steeple height as currently exists. Because the current steeple is nonconforming and is being relocated, a variance must be granted in order for it to be built to the 99 ft. height.

The applicant held a neighborhood meeting on November 25, 2013 in accordance with the Citizen Participation Policy. Four neighbors attended and the questions primarily dealt with the noise of the cooling tower, parking, stormwater, and landscaping. There were no comments regarding the steeple height.

Gregory Wolf asked if there were any objections to the new location. Mr. Rathsam replied none that he was aware of. Mr. Williamson noted an e-mail had been received opposing the 31 feet increase in height; however, the neighbor was not aware that the existing steeple is nearly 100 feet in height and that the applicant amended the variance request to 99 feet, the height of the existing steeple.

With no one present to speak on this application, the public hearing was closed at 6:42

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.**

There is nothing unique about this property in terms of topography, grade, shape or size. The existing steeple is located approximately 91 ft. from Mission Road and is 99.81 ft. in height, while the proposed steeple will be 35 ft. from Mission Road and 99 ft. in height.

The only uniqueness for this site is that the church steeple has been approximately 100 ft. in height for nearly 60 years and is in scale with the rest of the church complex. The new addition will enlarge the church and the steeple will be in scale with the size of the building. It should also be noted that if the steeple remained in its current location, it could be maintained and left in that location forever.

Bob Lindeblad noted the change in the code after the existing steeple was constructed was not an action created by the applicant and moved the Board find that the variance does arise from a condition unique to this property. The motion was seconded by Greg Wolf and passed by a vote of 5 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 church is the only use on the east side of Mission Road from 66<sup>th</sup> Street to Tomahawk Drive. The Prairie Elementary School is across the street to the west. There are single-family dwellings on the east side of the church, but they are far enough away that they should not be affected. The variance would not have an adverse effect on the rights of adjacent property owners or residents.

Gregory Wolf moved the Board find that the variance does not adversely affect the rights of adjacent property owners or residences. The motion was seconded by Ken Vaughn and passed by a vote of 5 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 steeple has been at approximately 100 ft. in height for nearly 60 years, and has been an aesthetic and defining feature of the church. The church is a large building and the steeple is in scale with the rest of the building. Based on the size of this church complex, the proposed steeple is in proportion to the size of the church and the reduction in its size would constitute an unnecessary hardship on the applicant.

Nancy Vennard stated the proposed steeple is in proportion to the size of the church and to deny the variance would constitute an unnecessary hardship upon the property owner. The motion was seconded by Ken Vaughn and passed by a vote of 5 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 steeple is still going to be a significant distance from any other dwelling and it is not going to adversely affect views or aesthetics and therefore, it will not adversely affect public health, common morals, common order, common convenience, common prosperity, or general welfare.

Ken Vaughn 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 Gregory Wolf and passed by a vote of 5 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 applicant is requesting a 32% increase in the height of the steeple which is very significant. The intent of the ordinance is to keep building heights and appurtenances in scale with other development in the City. This is a large building and the steeple has been of this height for sixty years, and therefore, it is not opposed to the spirit and intent of the ordinance.

Ken Vaughn 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 Gregory Wolf and passed by a vote of 5 to 0.

Bob Lindeblad moved that the Board having found all five of the conditions being met grant a variance from 75 feet to 99 feet in height for the proposed steeple on the Village Presbyterian Church at 6641 Mission Road. The motion was seconded by Gregory Wolf and passed by a vote of 5 to 0.

**OTHER BUSINESS**

**Election of Officers**

Gregory Wolf moved Randy Kronblad be elected as Chairman of the Board of Zoning Appeals. The motion was seconded by Bob Lindeblad and passed 5 to 0.

Bob Lindeblad moved Nancy Vennard be elected as Vice-Chairman of the Board of Zoning Appeals. The motion was seconded by Gregory Wolf and passed 5 to 0.

**ADJOURNMENT**

Chairman Randy Kronblad adjourned the meeting of the Board of Zoning Appeals at 6:50 p.m.

Randy Kronblad  
Chairman



Prairie Village Arts Council  
Wednesday, January 15, 2014  
7:00 p.m.  
City Hall Council Chambers

## Minutes

The Prairie Village Arts Council met at 7:00 p.m. in the City Council Chambers at City Hall. Members present: Shelly Trewolla, Chair, Truss Tyson, Daniel Andersen, Pam Marshall, Kim Horgan, Wayne Wilkes and Shervin Razavian. Staff: Kate Gunja

### **Introduction of Members**

Shelly welcomed Kate Gunja as the new staff person for the Arts Council.

### **Minutes**

The minutes from the November 20, 2013 meeting were approved as submitted.

### **Financial Reports**

Kate Gunja gave a brief update on the 2013 Arts Council budget. The committee planned to discuss the line-item budget for 2014, however, requested budget information from the Municipal Foundation related to the Arts Council before setting the 2014 budget. Kate will provide this information at the February Meeting. There was discussion regarding JazzFest funding and it was decided that this item should also be placed on the February Meeting agenda for consideration.

### **City Council Report**

Council Member Odell was not present.

### **Exhibit/Receptions**

January Exhibit/Reception – Diana Werts, January 11<sup>th</sup>, 2013 from 6:30 – 7:30 p.m.  
There was a good turnout for the January reception.

February Exhibit/Reception – Filbeck, Finkelston & Schnakenberg, February 14<sup>th</sup> from 6:30 to 7:30 p.m.  
Pam, Kim, Shervin, Shelly and possibly Wayne said they would be present for the February reception.

### **Old Business**

#### Discuss Marketing

This item was moved to the February meeting agenda for discussion as Lindsay Ridder was working on information for the Committee but was not able to attend the meeting.

### Discuss Children's Show

This item was continued from the November 20 agenda as Julie Flanagan had said that she would work on this idea. Julie was not able to attend the meeting so the item will be continued to the February meeting agenda.

Shelly stated that she had received KC Studio Magazine and noticed that the Leawood Arts Council is hosting a juried children's show. She inquired if there was any interest. There was discussion among the committee that they may be interested in hosting a children's show but the committee was not sure that it needed to be juried.

Shelly also mentioned that she had been talking to the Merriam Arts Council about what area Arts Councils can do to support each other's efforts.

### Ribbon Cutting for Corinth Square

Shelly stated that the Committee had considered the dates of April 17 or 24. After some discussion the Committee decided to hold the event on Thursday, April 24 at 5:30 p.m. pending that this date was open for the Northeast Johnson County Chamber and was acceptable to the property managers. Kate said that she would contact the Chamber, property manager and would also contact the Mayor to place on his calendar. There was discussion about involving the businesses and serving alcohol at the event. Kate said that she would look into this, discuss with the property manager and would report back to the Committee at the February meeting.

## **New Business**

### 2014 Budget Discussion

This item was continued to the February 19 Meeting Agenda.

### Set Artist Application Submission and Review Dates for 2015 Showings

The Committee agreed that they would like to schedule shows 6 months at a time for 2015. The Committee requested an article in the upcoming Village Voice indicating that the Committee was accepting applications for consideration for the first 6 months of 2015 and that to be considered, applications must be submitted by May 30<sup>th</sup>. Applications will be reviewed at the June meeting. The Committee requested that this information be posted on the website and also included in the April/May edition of the newsletter.

Shelly asked the Arts Council to begin thinking about people who would be good jurors for the State of the Arts this fall.

### Discuss 2014 Shooting Stars Gala

Shelly explained that Shooting Stars is a high school juried art show for students in Johnson County and provided an overview of the event. The Arts Council has previously sponsored the event and there was discussion about the donation amount.

Daniel Andersen moved to approve a donation of \$500 to Shooting Stars for 2014. Shervin Razavian seconded the motion which passed unanimously.

Shelly added that auditions would be held on January 25 at the MidAmerica Nazarene College. She said to let her know if anyone was interested in assisting with them.

Shelly brought up the idea of expanding art offerings to other performing arts, for instance musicians. The Committee discussed this possibility and considered how it might work during the monthly Art Receptions. The Committee asked that information be placed in the next newsletter indicating that the Council was interested in accepting applications for musical performing artists to perform during the monthly Art Receptions. Kate said that she would work with Shelly in drafting this information for the newsletter.

To continue the discussion regarding expanding art offerings, Shelly asked the Council to think about inclusion of other art forms, the skills and talents of individual members, and ways to tap into existing events.

Daniel mentioned that tomorrow, January 16 there would be a presentation to the Johnson County Board of Commissioners of the Public Art Master Plan presented by the JOCO Public Art Commission. Daniel inquired if anyone would be able to attend to show support of the plan. No one indicated that they could attend.

The meeting was adjourned at 8:20 p.m. The next meeting will be February 19 at 7:00 pm.

## VILLAGEFEST COMMITTEE

**January 23, 2014**

The VillageFest Committee met January 23, 2014 at 7:00 pm. Present and presiding, co-chairs Marianne Noll & Cindy Clark. Members present: Susan Forrest, Patty Jordan, Dale Warman, Toby Fritz, Ted Fritz, Danielle Dulin, Tracy Landing, Theresa Gibbons, Barb Shaw, Jennifer Morris, Deke Rohrbach, Quinn Bennion, and Byron Roberson.

### **Introduction of Members**

Committee members introduced themselves.

### **Minutes**

It was moved and seconded to approve the minutes from the July 27, 2013. The motion passed unanimously.

### **Review of recommendations from 2013**

The pie baking contest needs a cooler so that contestants can enter dairy-based pies. Marianne Noll has looked into renting a cooler without much success. Several ideas were considered. Danielle will continue to look into it.

The zip line was a great attraction, but it was expensive and it is not coming back this year. Fun Services in Kansas City has not purchased one, but if they do between now and the Fourth of July, we will have the opportunity to reserve it first.

The circle drive needs to be closed/monitored better to prevent people from parking their cars in there.

The tent in front of the stage was a huge success.

### **Budget Report**

Marianne Noll asked everyone to review the budget. She indicated that more money will probably be needed for the pie baking contest if we rent a cooler. Revenues are projected to stay the same for 2014.

### **Staff Reports**

#### **A. Administration**

Marianne Noll reported that Jeanne Koontz is still out so she will be giving the administration report. The rock wall was already booked in when Jeanne called in October, but the trackless train is still available. There are two other options--a mechanical bull and Nuclear Meltdown--each are \$800. Marianne noted that we will be saving quite a bit of money on the "wow" factor this year so we could do both. Patty Jordan stated that they would attract an older age group. Marianne noted that the speed is controlled by the operator so it can be adjusted for the smaller kids. It was decided to book the mechanical bull and the nuclear meltdown.

The face painters will be asked back for 2014.

It was discussed and decided to hold off on booking the photo booth for now. Susan Forest suggested hiring caricature artists.

The group decided to bring back the hamster balls as an attraction this year.

The group decided to have the clowns back again as well because the kids like the balloon animals and hats.

Jennifer Morris suggested having an art contest for VillageFest artwork. Marianne noted that in the past we have had poster contests, but they had lost their appeal. The group decided to consider doing a poster contest again this year. Jennifer indicated that the artwork contest for the Riverfest in Wichita was done by professional artists.

#### B. Public Works

A blue fence was purchased to replace the orange fencing along Mission Road, but when it arrived, it was clear that it would not work for the event. If a heavy weight blue fence cannot be located, a green fence will be used instead of the orange.

#### C. Police Department

The police will work with vendors to make sure that they show up at the right time and the circle drive is closed to public parking.

#### D. Fire Department

No report.

### **Planning Group Assignments**

#### A. Entertainment - Deke Rohrbach

Deke stated that she was open to suggestions for entertainment, but that everyone really liked the Valentine & the Knights last year. The committee stated they were not opposed to asking them back, but would like to consider other options as well.

#### B. Craft Center - Patty Jordan

Patty stated that she wants to do a photo and frame and is thinking about other ideas.

#### C. Crafts - Barb Shaw

Barb stated that she is going to send out letters to the 22 crafters that were there last year.

#### D. Patriotic Service - Marianne Noll

#### E. Food Vendors - Susan Forrest

Susan stated that she is already being contacted by vendors. The committee decided that there was enough room for the hot food wagon, and it would be a good addition in 2014.

#### F. Information Booth - Deke Rohrbach

It was decided that the information booth will be down by the stage this year. It makes sense as a central location.

#### G. Volunteers - Tracy Landing

#### H. Decorations -

Patty Jordan said she would work with the same lady to get the balloons again this year.

#### I. Sponsorships - Jeanne Koontz & Marianne Noll

#### J. Marketing - Jeanne Koontz & Marianne Noll

#### K. Pie Baking Contest—Theresa Gibbons and Danielle Dulin

Several names were thrown out to consider asking to be judges: Miss Prairie Village, Carol Jean Barta, Charles Ferruzza, Emily Ferris, Carter Holton and his students. Danielle and Theresa will work together on the Pie Baking Contest this year.

L. Bike Rodeo - Byron Moore

M. Fingerprinting - Masonic Lodge

N. Community Spirit Award - Toby Fritz

It was discussed to try to reinvent the Community Spirit Award to attract more nominations. It was decided that the entire committee would select the winners.

O. History Display - Ted Fritz

This year's display is about the Civil War in Johnson County. Ted Fritz is going to put together a history display about the geology of Johnson County for 2015.

P. Wow Item -

Ted Fritz has been in contact with the Irish Brigade, a Civil War enactment group, and they are interested in performing at VillageFest. The committee was very receptive. Quinn Bennion indicated there might be some issues concerning replica firearms in the park considering the current open carry lawsuit that the City is involved in. Ted is going to talk to the brigade to see if they have a way to address the concerns, and Quinn is going to talk to the City Attorney.

### **Other Business**

The next meeting is February 27, 2014 at 7:00 pm. The meeting adjourned at 8:35 pm.

MINUTES  
POLICE PENSION PLAN BOARD OF TRUSTEES  
February 6, 2014

The Police Pension Plan Board met on February 6, 2014 at 2:00 PM in the City's Police Department Conference Room. Members present: Steve Noll, James Whittier, and Ivan Washington; Staff: Quinn Bennion, Nicholas Sanders and Wesley Jordan. Also in attendance: Amy Pieper and Jeremy Rooney, representatives from UMB Bank.

Ms. Pieper introduced herself along with Mr. Rooney to the Board as the new representatives from UMB Bank. Mr. Rooney commented that the Plan had an ending market value of \$11,501,415 as of December 31, 2013. Mr. Rooney added equities are at 66% versus the target in the investment policy of 60%. Overall, the portfolio is beating the benchmark within the last three months. Mr. Whittier added that the key number is 16.84% year-to-date increase in market value of the Plan. Mr. Rooney stated that UMB is forecasting that GDP growth will be 2.60% - 2.80% which is 'generally favorable' to the Plan.

Mr. Noll inquired if the change in the Federal Reserve chairperson would have an impact. Mr. Rooney responded that the new Chairwoman of the Federal Reserve is as similar to her predecessor as you can get. Mr. Noll asked about the recent loss of Mr. Kemper and the impact on UMB. Ms. Pieper responded that UMB had other management in place and the unfortunate loss of Mr. Kemper should not be much of an impact on day-to-day operations.

Mr. Whittier asked Ms. Maudlin to remind him what the City's Investment Policy says regarding the investment rating guidelines. Ms. Maudlin referenced the Policy stating that they must have an overall portfolio quality rated 'A'. Mr. Noll added that continual change of the Investment Policy could cause concern and the Board should stay away from doing so.

Mr. Sanders discussed the various options that City staff has researched in potential plan design changes due to forthcoming retention concerns of the City's Police Chief, Mr. Jordan. Mr. Jordan explained the retirement eligibility list and his concerns if employees were to leave and that he was in attendance to inform the Board of the predicament the City is in, not with answers. Mr. Sanders notified the Board of the cost comparison of the Plan and Kansas Police and Fire (KP&F). The Board discussed the various options presented agreeing that none were viable given the implications to the City and/or the participants.

There being no further business at hand, the meeting adjourned at 3:46 PM.

Steve Noll  
Chairman

**PLANNING COMMISSION MINUTES**  
**February 10, 2014**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in Special session on Monday, February 10, 2014, in the Municipal Building Council Chambers at 7700 Mission Road due to the weather related cancellation of the regular February 4<sup>th</sup> meeting. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Nancy Wallerstein, Gregory Wolf; Randy Kronblad and Nancy Vennard.

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

**APPROVAL OF MINUTES**

Gregory Wolf moved the approval of the Planning Commission minutes of January 7, 2014. The motion was seconded by Randy Kronblad and passed by a vote of 4 to 0 with Nancy Wallerstein abstaining.

**PUBLIC HEARINGS**

Chairman Ken Vaughn noted the public hearing on the original agenda has been moved to the March 4<sup>th</sup> agenda as republication of the notice of hearing is required.

**NON PUBLIC HEARINGS**

**PC2013-128 Site Plan Approval for Wall in Front Yard  
6330 Granada**

Danielle Dulin stated the applicant is requesting site plan approval to allow construction of a brick wall that is located in the front yard. The proposed brick wall will match the existing brick on the house and will have a 12' painted wood gate for entry. The proposed wall is 4' in height including the brick cap and 47' 4" in length across the existing driveway. It extends approximately 20' past the front plane of the house, but is set back approximately 75' from the front property line. The purpose of the wall is to create a motor court screening the garage and parked cars in the driveway from view of the street.

Nancy Vennard noted the plans show a painted brick wall; however, the existing brick columns at the entrance are not. Emily Eckles, 6330 Granada, responded all the new brick will be painted, but the two existing columns at the entrance will stay as they are.

Gregory Wolf moved the Planning Commission approve the proposed brick wall at 6330 Granada Street as presented on the plans dated October 16, 2013. The motion was seconded by Nancy Wallerstein and passed unanimously.



**PC2013-08 Final Development Plan for Rezoned Property  
3101 West 75<sup>th</sup> Street**

Robert Royer, 7805 Mission Road, gave a power point on his final development plan showing changes that have been made including the flipping of houses on lots #3 and #6 to address the concern with the houses being too close to the curb and gutter. He also noted the homes on lots #2 and #5 have been moved slightly to the north. The architectural theme for the development will be French country following the existing character of the Mogren home. He presented pictures of different homes that could be constructed in the development under that theme.

Mr. Royer addressed the staff recommendation requesting that conditions 3, 5, 6 and 7 be removed. He did not feel the city and the tree board had the right to approve landscape within a private development. Mr. Royer felt conditions 5, 6 and 7 restricted the ability of the project to allow for customization by the individuals purchasing the homes within the overall restrictions of the covenants. Mr. Royer reviewed the covenants which had been submitted to the City Clerk earlier in the day. Commission members stated they would have preferred to have that information in their packet for review prior to the meeting.

Mr. Royer stated he will be selling the six lots to individual builders for the construction of spec homes.

Nancy Vennard questioned the allowance of various roofing materials. She stated that roofing material is a feature of uniformity in a development.

Ron Williamson noted that at previous meetings concern was expressed by the Commission on the shortened back yard. He stated this is not six regular lots being developed. It is a planned development for which several concessions were granted for a compensating better design and building materials. Staff does not feel the plans present a clear design with compensating building materials. The landscape plan has trees in the detention area and only ornamental trees - no shade trees including those abutting 75<sup>th</sup> Street.

Nancy Vennard questioned the need for an approved landscape plan on a private development. She is ok with a landscape plan for the street area along 75<sup>th</sup> Street. Mr. Williamson stated he does feel the city and tree board has the right to dictate landscape on private property.

Randy Kronblad stated he would like to see more information on the grading, including first floor elevations, noting there is only 16 feet between dwellings. He would like more than concepts on how this is going to drain. Mr. Royer replied he felt that was part of the final plat approval and stated it would be reflected on the final plat.

Nancy Vennard felt that conditions 5, 6 and 7 could be waived as requested. She does not feel the Commission should be dictating individual design. Owners of homes costing \$750,000 will require appropriate quality design and building materials. She felt condition number 3 should only address the 75<sup>th</sup> Streetscape.

Randy Kronblad asked if the stormwater basin would be a grass bottom. Mr. Royer responded that it would. Mr. Kronblad asked what depth it would be. Mr. Royer replied indicating that there would be limestone cut boulders two to three feet on the north side.

Ron Williamson reviewed the Governing Body's approval of the rezoning and Preliminary Development Plan subject to the following conditions:

1. That the front yard setback be 15 feet.
2. That the rear yard setback be 20 feet.
3. That the lot coverage be 35%.
4. That the lot depth be 99 feet.
5. That a revised storm drainage plan be submitted to Public Works for their review and approval prior to the submission of the Final Plan. This will determine the size of the detention facility and how it will connect to the existing storm sewer system.
6. That the internal streets be private, and be built to City standards in terms of pavement depth and materials. The plans and specifications shall be reviewed and approved by Public Works.
7. That the applicant dedicate 10 feet of additional right-of-way for 75<sup>th</sup> Street and move the lots further south 10 feet.
8. That the plan as submitted be revised based on the requirements of the Planning Commission, be approved as the Preliminary Plan and be the basis for the preparation of the Final Plan.
9. That the property be platted prior to obtaining any building permits.
10. That the Homes Association agreement be submitted with the Final Plan guaranteeing the maintenance of the private street and stormwater detention area designated as Tract A.
11. That the existing trees and vegetation along the east and west property lines be preserved and protected during construction.
12. That a landscape plan be submitted with the Final Plan.
13. That any subdivision identification sign be submitted to the Planning Commission for approval.
14. That the applicant add the area on the east and west ends of the ends of the hammerhead cul-de-sac to Lots 3 and 6 to increase their area.
15. That the Preliminary Development Plan be revised based upon the action of the Planning Commission prior to it being submitted to the Governing Body for its consideration.
16. That the building elevation and floor plan be approved as the concept plan for the development.

The revised the Preliminary Development Plan as required by the Planning Commission and is now labeled as the Final Development Plan, dated 1-20-14.

Mr. Williamson noted the applicant has added more detail to the building elevations and labeled the materials. In reviewing the plans, staff has the following comments:

1. The Front Elevation Lots 1, 3, 4 & 6 has some good detail but the vast majority of the façade is stucco. The houses to the west in Canterbury Court also use stucco but have incorporated brick and stone to add interest and aesthetics to the facades. These will be high-end residences and the addition of masonry would improve their appearance
2. The Back Elevation Lots 1, 3, 4 & 6 is fairly plain and needs additional aesthetic treatment. The roof over the covered deck does not appear to be in proportion to the building. It needs to be lengthened. A 6 foot by 12 foot covered outdoor space does not seem to be adequate for a residence of this size.
3. The elevation for Lots 2 & 5 include stone accents on the windows and garages which helps break up the stucco facades. The comments on the Back Elevation are the same as for Lots 1, 3, 4 & 6.
4. Staff anticipated that the dwellings would use the same materials, but each dwelling would be unique in design making a cohesive yet different enclave.
5. The plans specify stone or stucco for the chimneys and Staff recommends they be stone.

The landscape plan shows a variety of trees, which is good. However, they are all ornamentals and no shade trees. There are trees in the detention area and ornamentals on 75<sup>th</sup> Street. The applicant needs to work with Staff to revise the landscape plan.

The applicant is working with the Public Works Department on the storm drainage and street design and will resolve the details prior to approval of the Final Plat.

A fence design is shown on the landscape plan.

It is the recommendation of Staff that the Planning Commission approve the Final Development Plan for Chadwick Court subject to the following conditions:

1. That the applicant obtain approval of the stormwater design and plans from Public Works prior to submitting the Final Plat.
2. That the applicant obtain approval of the private street plans and specifications prior to submitting the Final Plat.
3. That the applicant work with Staff on the tree planting and submit the landscape plan to the Tree Board for review and approval.
4. That the applicant prepare the homes association document to maintain the common areas and street and submit them with the Final Plat.
5. That the applicant use stone or brick to improve the aesthetics of the Front Elevation on Lots 1, 3, 4 & 6.

6. That the applicant design a deck cover for the Back Elevations of all the buildings that is more in scale with the dwelling.
7. That the chimneys be stone, not stucco.
8. That the applicant revise the plans if changed by the Planning Commission and submit three copies to the City for the record.

Nancy Vennard moved the Planning Commission approve the Final Development Plan for Chadwick Court subject to the following conditions:

1. That the applicant obtain approval of the stormwater design and plans from Public Works prior to submitting the Final Plat.
2. That the applicant obtain approval of the private street plans and specifications prior to submitting the Final Plat.
3. That the applicant work with Staff on the tree planting and submit a landscape plan for the area abutting 75<sup>th</sup> Street to the Tree Board for review and approval.
4. That the applicant prepare the homes association document to maintain the common areas and street and submit them with the Final Plat.
5. That the applicant revise the plans if changed by the Planning Commission and submit three copies to the City for the record.

The motion was seconded by Randy Kronblad and passed on a 5 to 0 vote.

#### **PC2013-120 Preliminary Plat Approval Chadwick Court**

The Preliminary Plat for Chadwick Court was first submitted to the Planning Commission at its September 10, 2013 meeting. Approval of the plat has been continued as the application for rezoning was considered by the Governing Body. The Governing Body approved the RP-1b zoning and preliminary development plan on December 2, 2013 and as a result, the size of the lots changed which changed the data on the preliminary plat. The applicant has not met all subdivision requirements for the preliminary plat and staff recommends the preliminary plat be continued until the March 4, 2014 Planning Commission meeting.

Randy Kronblad moved the Planning Commission continue PC2013-120 - Preliminary Plat Approval for Chadwick Court to its March 4, 2014 meeting. The motion was seconded by Nancy Wallerstein and passed unanimously.

#### **PC2013-127 Preliminary Plat Approval Mission Chateau**

John Petersen with Polsinelli addressed the Commission on behalf of MVS, LLC. He noted Joe Tutera was also present. Mr. Petersen stated they had received the staff report and were in agreement with the staff comments and recommendation. However, he asked for clarification on Condition #6 referencing a 15 foot sidewalk. Mr. Williamson replied Condition #6 should read, "That 30-foot platted front setback lines be shown on the plat and a 15-foot setback be shown on Lot 1 adjacent to 85<sup>th</sup> Circle.

Ron Williamson stated the proposed Preliminary Plat of Mission Chateau is a 10 lot plat that includes nine single-family lots, a public street, and one large lot for the proposed Senior Housing Community. The nine single-family lots vary in size from 17,483 sq. ft. to 30,590 sq. ft. and the average for the nine lots is 20,292 sq. ft. In the R-1A Single-Family District, the minimum lot size is 10,000 sq. ft. and all the lots exceed that minimum by a significant amount. The proposed public street, 85<sup>th</sup> Circle, is a cul-de-sac and will serve the single-family lots, as well as provide two access points for the Senior Housing Community.

## **STREETS**

Access from Lot 10 to Mission Road will be one driveway and the plat should show access control on the rest of the Mission Road frontage. No additional right-of-way is needed for Mission Road.

The proposed cul-de-sac, 85<sup>th</sup> Circle, is approximately 1,020 feet in length. The subdivision Regulations state that cul-de-sacs shall generally not exceed 500 feet in length and loop streets are encouraged. A private loop street is provided for the Senior Housing Community approximately 240 feet from the end of the cul-de-sac. Access to this private drive needs to be a condition of approval of the plat. The cul-de-sac turnaround is required to have a minimum diameter of 80 feet to the gutter. The proposed turnaround has a right-of-way diameter of 102 feet which should be adequate to accommodate the required pavement. The proposed right-of-way width of 85<sup>th</sup> Circle is 58 feet. The applicant proposed an 8-foot wide median to be landscaped. This will also provide some screening between the single-family dwellings and the Senior Housing Community. The City does not want to maintain the median so a Home Owners Association will need to be created to provide for long term funding for maintenance.

## **SIDEWALKS**

A sidewalk will be required on the south side of 85<sup>th</sup> Circle as well as along Mission Road. The applicant will construct the sidewalk adjacent to Lot 10 as approved on the Site Plan and will construct a sidewalk adjacent to Lot 1 on Mission Road.

Mr. Williamson noted when the previous application was submitted for the Senior Housing Community it included the entire site and pedestrian access was provided to Somerset Drive. The proposed Preliminary Plat eliminates that connection. Staff feels that consideration should be given to providing a 10-foot wide pedestrian easement along the west side of Lot 9 to provide pedestrian access.

## **UTILITIES**

Since the site was developed as a middle school, utilities are available at the site. The applicant has worked with the various utilities and adequate capacity is available to serve the development.

## **STORM DRAINAGE**

The applicant has prepared a preliminary Stormwater Management Plan which has been reviewed by the City's Consultant and Public Works and is consistent with the

requirements of the City's Stormwater Management code. The original Stormwater Management Plan was prepared based on the previous plan and used 8.6 acres of impervious area. The impervious area on the proposed plan is 6.35 acres not including the single-family lots.

### **BUILDING SETBACK LINES**

Building setback lines for the Senior Housing Community buildings on Lot 10 shall be as approved on the Site Plan. Front building setback lines for Lots 1 - 9 are 30 feet and shall be shown on the plat. The side yard setback for Lot 1 adjacent to Mission Road is 15 feet and shall be shown on the plat.

### **TREES**

Preserving existing trees and vegetation is important, particularly along the south and southwest property lines, which includes Lots 1 - 9. Landscaping on Lot 10 is addressed as part of the Site Plan.

Street trees will also be required along Mission Road, 85<sup>th</sup> Circle, and the medians. The variety, size and spacing will be subject to the approval of the Tree Board.

### **EXISTING IMPROVEMENTS**

There are a number of existing items such as fencing, bleachers, etc. located in the single-family and 85<sup>th</sup> Circle area. All these items will need to be removed prior to recording of the Final Plat.

The applicant held a neighborhood meeting for the revised plan on October 22, 2013 and approximately 60 people were in attendance. The concerns expressed were the height of the buildings, the size, traffic, parking, and flooding, green space, compatibility with the neighborhood, density, public safety, and construction disruption.

Chairman Ken Vaughn led the Planning Commission in consideration of the following factors and conditions in reviewing a subdivision plat for approval:

**1. The size of the lots which currently abut the proposed subdivision:**

There are four single-family residential lots abutting the south property line and the average size of the four lots is 31,479 sq. ft. There are also four single-family residential lots abutting the southwest property line and the average size of those four lots is 44,512 sq. ft. which is a little larger than an acre. The average size of the combined eight single-family residential lots is 37,995 sq. ft. There are three multiple-family lots adjacent to the northwest which are 0.55 acres, 1.3 acres and 1.7 acres in area. There is one multiple-family lot of 3.3 acres adjacent to the north.

**2. The average size of lots which are within 300 feet of the proposed subdivision:**

For the purpose of this factor, only single-family lots are reported. The lots in Town and Country Estates to the southwest average 41,800 sq. ft. and the lots to the south average 37,703 sq. ft. The lots on the east side of Mission Road in Leawood Lanes average 30,100 sq. ft. The lots on the east side of Mission Road in Corinth Meadows average 13,445 sq. ft. The lots on the west side of Somerset Drive in Somerset Place

average 10,321 sq. ft. The lots that back up to those on Delmar Lane average 37,348 sq. ft.

All the single-family lots within 300 feet in Prairie Village are zoned R-1A which requires a minimum lot area of 10,000 sq. ft. The lots in Leawood are zoned R-1 Single-Family and the minimum lot area is 15,000 sq. ft. There are a variety of lot sizes in the immediate neighborhood ranging from 10,000 sq. ft. to over an acre and the quality of development has been very high regardless of the lot size.

**3. The fact that the width of the lot is more perceptive and impacts privacy more than the depth or the area of the lot:**

The R-1A Single-Family District requires a minimum lot width of 80 feet and a minimum lot depth of 125 feet. All the lots are a minimum of 125 feet in width which is well above the minimum requirement. The applicant has proposed nine single-family lots that back up to eight lots on the south and southwest property line.

**4. The likelihood that the style and cost of homes to be built today may be quite different from those which prevailed when nearby development took place:**

The trend in Prairie Village, as well as the metro area, is to build larger homes on infill lots. It therefore can be assumed that the new homes will be larger and higher priced than other existing homes in the area on similar sized lots. Many of the homes in this area were built in the 50s and 60s so the design and amenities will be significantly different. Also people want larger homes and less yard maintenance.

**5. The general character of the neighborhood relative to house sizes, aging condition of structures, street and traffic conditions, terrain, and quality of necessary utilities:**

The neighborhood is quite diverse in the size of its housing. The residences to the south and southwest were for the most part built in the late 50s and early 60s, and have the larger homes. The area on the west side of Somerset Drive was built in the mid-70s and the homes are smaller. The area east of Mission Road in Leawood was built in the late 50s and early 60s. The area to the north on the east side of Mission Road was built in the mid to late 50s. Most of the dwellings in the area are over fifty years in age. The size of the dwellings varies considerably from 1,500 sq. ft. to 6,000 sq. ft. The residences have been well maintained and many have undergone renovation to update them.

The street and traffic conditions are good. The terrain is relatively flat in this area. Utility services are readily available.

**6. The zoning and uses of nearby property:**

North: R-3 Garden Apartment District - Apartments

West: R-3 Garden Apartment District - Apartments

South: R-1A Single-Family Residential District - Single Family Dwellings and vacant

East: R-1A Single-Family Residential District - Single Family Dwellings

(Leawood) R-1 Single-Family Residential - Single Family Dwellings

**7. The extent to which the proposed subdivision will, when fully developed, adversely or favorably affect nearby property:**

The nine single-family lots adjacent to the south and southwest property lines will provide a transition from the existing single-family development to the Senior Housing Community. This should have a favorable impact on the existing adjacent residents.

**8. The relative gain to the public health, safety, and general welfare if the subdivision is denied as compared to the hardship imposed on the applicant:**

The approval of this Preliminary Plat is predicated on the approval of the Special Use Permit for the Senior Housing Community. The Special Use Permit was approved by the Governing Body for Lots and this is a logical and reasonable plat for both the neighbors and the applicant.

**9. Recommendations of the City's professional staff:**

After performing a detailed review of the proposed plat, it is the opinion of Staff that this is a good proposed use of this land and that the subdivision fits well and will be compatible with the existing neighborhood. It is the opinion of Staff that it should be approved subject to a number of conditions.

**10. The conformance of the proposed subdivision to the policies and other findings and recommendation of the City's Comprehensive Plan:**

It was not anticipated when Village Vision was proposed in 2006 that Mission Valley Middle School would be closed. As a result an amendment was prepared in 2012 to specifically address this site. The property owner, the neighbors and the community at large provided input in the development of the amendment to Village Vision. The Planning Commission held a public meeting on May 1, 2012 and recommended adoption to the Governing Body who adopted the amendment on May 21, 2012.

The recommendations of the Plan Amendment included two sections as follows:

**1. Encourage developers to obtain community input.**

The proposed developer held a number of meetings with area neighbors on the original application as well as meetings open to all residents of Prairie Village. The neighbors and the applicant have not reached consensus on many issues. The neighbors countered that it is not compatible with the existing development in that it is too large and too tall and will create traffic and flooding problems. The applicant has submitted a Stormwater Management Plan and a Traffic Impact Study and has resolved these issues from a technical perspective. Both studies have been reviewed by the City's Traffic and Stormwater Management Consultants and are acceptable. The applicant has obtained input, made plan revisions; reducing the number of units, reducing the height of the buildings, and moving the buildings further north on the site, but still has not received endorsement from the neighbors. The use proposed is a senior housing development which is one of the uses identified in the plan.

**2. Limit the uses to those allowed in the R-1A Single-Family District.**

The plan restricted the uses to those listed in the R-1A district plus those included as Conditional Use Permits and Special Use Permits. The proposal is for a senior living development which is allowed if approved as a Special Use Permit.



One of the issues the Plan listed was density. The proposed project has 310 units on 12.8 acres of land for a density of 24.2 units per acre which is about the same as the apartments and condominiums on the northwest, but much greater than the single-family dwellings to the east, south and southwest. The applicant has proposed a public street and a row of single-family lots along the south to provide a distance buffer for the adjacent single-family residences.

The proposed developer has met with the surrounding neighbors and has discussed density, access, traffic, and stormwater runoff. Although agreement has not been reached by both parties, it appears that the applicant has addressed the issues and proposed a use that is in conformance with the Comprehensive Plan Amendment, Chapter 8 Potential Redevelopment D. Mission Valley Middle School.

Village Vision also has pointed out in several areas of the plan that more housing choices should be available to the residents, particularly in the area of senior living.

The Commission reviewed the minimum standards for plat approval.

**1. No single-family lot shall have less width, depth, or area than is set out in appropriate lot size regulations for District R-1A:**

The proposed subdivision complies with these requirements. The minimum lot width in R-1A is 80'; lot depth is 125'; and the minimum lot area is 10,000 sq. ft. compared to the minimum lot width of 125'; lot depth of 127'; and the minimum lot area of 17,483 sq. ft. in Mission Chateau Subdivision. The proposed subdivision meets these minimum requirements.

**2. Lot width and area shall generally be equal to or greater than the average of the width or area of the existing lots within 300' of the proposed subdivision provided lots or tracts of greater than 25,000 sq. ft. may, if deemed reasonable by the Planning Commission, be excluded from such average:**

The average lot width is 125 feet and the average area is 20,292 sq. ft. for the nine single-family lots proposed for Mission Chateau. The average lot width is 160 feet and the average lot area is 40,153 sq. ft. for Town and Country Estates which is located adjacent to the south and southwest property lines. The average lot width is 150 feet and the average lot area is 30,100 sq. ft. for Leawood Lanes which is located on the east side of Mission Road. The average lot width is approximately 100 feet and the average lot area is 13,945 sq. ft. for Corinth Meadows which is also located on the east side of Mission Road. The average lot width is about 80 feet and the average lot area is 10,321 sq. ft. for Somerset Place which is located on the west side of Somerset Drive.

The proposed lots in Mission Chateau are larger than Somerset Place and Corinth Meadows but smaller than Town and Country Estates and Leawood Lanes. The last single-family subdivision that was platted in Prairie Village was Pine Creek at 83<sup>rd</sup> and Juniper. The average lot size for Pine Creek was 17,390 sq. ft. which is similar to Mission Chateau. These lots are more than ample to accommodate a

new dwelling that meets today's market demands. It is the recommendation of Staff that the lots in excess of 25,000 sq. ft. be excluded from the average and the proposed lots be approved as submitted.

- 3. The Planning Commission may require the submittal and subsequent recording of covenants to run with the land, such covenants to include such protective restrictions as minimum house floor area, general style and height of house, maintenance of any private streets, screening, preservation of existing vegetation, time allowed for completing construction or other reasonable requirements that will tend to blend the new construction into the existing neighborhood in the shortest possible time:**

The applicant will need to prepare covenants to guarantee the maintenance of the medians on 85<sup>th</sup> Circle.

Nancy Wallerstein moved the Planning Commission approve the preliminary plat for Mission Chateau at 8500 Mission Road, Prairie Village, Kansas subject to the following conditions:

1. That the applicant provide a sidewalk on the south side of 85<sup>th</sup> Circle and the west side of Mission Road.
2. That two outbound lanes be provided for 85<sup>th</sup> Circle.
3. That the final design of 85<sup>th</sup> Circle be subject to the approval of Public Works.
4. That the applicant pay for the construction of 85<sup>th</sup> Circle and sidewalks.
5. That the applicant work with Public Works on the final design of the storm drainage system.
6. That 30-foot platted front setback lines be shown on the plat and a 15-foot setback shown on Lot 1 adjacent to 85<sup>th</sup> Circle.
7. That the applicant prepare covenants to guarantee the maintenance of the medians on 85<sup>th</sup> Circle.
8. That the applicant dedicate a 10-ft. pedestrian easement on the west side of Lot 9 to provide access to Somerset Drive.
9. That the applicant protect and preserve as much existing vegetation as possible along the property lines.
10. That all existing improvements be removed from the 85<sup>th</sup> Circle right-of-way and the nine single-family lots prior to recording the Final Plat.
11. That access control be indicated on Mission Road on the plat.
12. That the west driveway connection from the Senior Housing Community to 85<sup>th</sup> Circle be constructed at the same time as 85<sup>th</sup> Circle.

13. That engineering plans and specifications be prepared for streets, sidewalks and storm drainage and be submitted with the Final Plat.
14. That three copies of the revised Preliminary Plat, including all required changes, be submitted to the City as record copies.

The motion was seconded by Randy Kronblad and passed unanimously.

**PC2014-103 Site Plan Approval  
6641 Mission Road**

Ron Williamson noted at its meeting on January 7, 2014, the Planning Commission continued the Site Plan approval of Village Presbyterian Church to February 4<sup>th</sup> in order for the applicant and Staff to address the cooling tower noise issue. Staff met with representatives of the applicant on January 23<sup>rd</sup> to discuss the issue. The Church has retained an Acoustical Engineer to provide solutions for the noise problem which could range from providing sound attenuation to replacing the unit. Unfortunately, only the fans can be turned on at this time of year and an accurate sound reading could not be obtained because the cooling tower would not be operating under a load. The decibel reading would probably be low. In order to allow the applicant to proceed with the project and allow enough time to test the system during warm weather under load conditions, Staff is recommending that Condition #6 of the Staff recommendation be revised to state that the noise issue will be resolved prior to the time the new addition is occupied.

Condition #4 required that a lighting plan be submitted in accordance with the outdoor lighting ordinance. Neighbors mentioned that lighting on the east side of the building was a concern. In visiting the site it did not appear that lighting on the building was an issue, but a pole on the west side of the north parking lot has two flood lights which shine on adjacent property.

Ron Williamson briefly reviewed the proposed expansion that will be located on the northwest corner of the existing building. The proposed addition will be two-story with 7,790 sq. ft. on the first floor and 6,700 sq. ft. on the second floor. The addition will include a two-story fellowship foyer, café, offices, chancel storage, elevators and restrooms. The existing steeple will be removed and replaced with a new steeple on the southwest corner of the addition. The ordinance allows a maximum height of 75 ft. The Board of Zoning Appeals has granted a variance to allow the 99 ft. for the steeple height. A new north entrance is also proposed with a portico for dropping off and picking up visitors. The north entrance will provide better access to the church from the north parking lot.

The applicant held a neighborhood meeting on November 25, 2013 in accordance with the Planning Commission Citizen Participation Policy. Four neighbors attended and the questions primarily dealt with the noise of the cooling tower, parking, storm drainage, and landscaping.

The Commission has also received communication from neighboring property owners regarding their concerns with noise and light.

Nancy Vennard noted Mr. Nearing's letter indicated that the buffering landscaping on by the cooling tower has died. Mr. Williamson responded the area surrounding the tower is very limited and it may not be able to sustain a landscape buffer. He suggested that perhaps painting the unit to match the existing color of the church would be a more successful screening option.

Nancy Wallerstein asked if there was a material that could be used to muffle the sound. Barry Rogers, representing Village Church, stated they have hired an acoustical engineer to provide solutions for the noise problem. Once this study is done, they will be able to determine the best solution to address the problem. He expects that the solution will include some type of sound barrier. Mr. Rogers stated even if the church did not go forward with this project they are committed to solving the noise issue for the neighboring property owners.

Ken Vaughn asked what would happen if they did not proceed. Mr. Williamson replied the lighting concerns would need to be corrected to be compliant with the city's current code. If the City adopts a new noise ordinance, the church would have to comply with the city's regulations.

Howard Nearing, 3704 West 67<sup>th</sup> Street, Mission Hills, gave a brief history of the problems experienced with each new addition added by the Church. However, he believes the church is diligently working to correct the current problems.

Randy Kronblad asked how long construction was estimated to take. Mr. Rogers replied one year.

Ken Vaughn confirmed with Mr. Rogers that both the noise and lighting problems would be addressed as soon as possible.

Chairman Ken Vaughn led the Commission in consideration of the following criteria:

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

The total site is approximately 6.59 acres and provides parking on the north and south ends of the church. The proposed addition is on the west side of the existing building, between Mission Road and the existing building; therefore, it will not impact any of the parking areas. There are 268 regular spaces and 19 accessible spaces for a total of 287 spaces. The proposed plan will have 239 regular spaces and 29 accessible spaces for a total of 268 spaces. Accessible spaces require more area than regular spaces and, therefore, account for the reduction in total parking spaces. The church has a seating capacity of 951 which requires 238 parking spaces and the church will exceed that number by 30 spaces after the proposed addition is built. The church also has an agreement to use parking at Prairie School for Sunday Services.

The area where the new addition is proposed is heavily landscaped with mature trees. Most of these will be lost due to the construction of the addition. The applicant will need to submit a new detailed landscape plan for the area along Mission Road.

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

The property is currently served with all utilities and the proposed improvements should not create the demand for additional utilities. No additional needs are contemplated for water and sewer services.

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

The applicant has proposed underground detention in the south part of the parking lot. The applicant has prepared a stormwater management plan for submittal to and approval by the Public Works Department, but it was received last week and has not been reviewed.

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

The ingress, egress and internal circulation will be essentially as it is now. The proposed portico is approximately 57 ft. from Mission Road, which means there is stacking for only three vehicles. This does not appear to be adequate. The applicant has agreed to restrict access from the Mission Road driveway and the portico for Sunday Services.

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

The location of the proposed addition works well with the existing development of the site. The overall plan appears to be adequate and is consistent with good planning and site engineering design principles. The details of the storm water management plan need to be worked out with Public Works. The plans have not addressed outdoor lighting, and if outdoor lighting will be added or changed, it will need to conform to the City's new outdoor lighting regulation.

A detailed landscape plan needs to be provided to address landscaping along Mission Road.

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

The plans indicate that the materials proposed for the addition will match the existing building. The design of the new addition is compatible with the design of the existing building.

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

One of the goals of the Village Vision is to support a high quality educational and cultural environment for the residents of Prairie Village which includes investment and upgrading of facilities. It is fortunate that the site is adequate to accommodate the proposed expansion. The proposed project is very consistent with the Comprehensive Plan.

Randy Kronblad moved the Planning Commission approve the proposed site plan for the addition to the Village Presbyterian Church at 6641 Mission Road subject to the following conditions:

1. That the applicant work with Public Works for approval of the storm water management plan.
2. That the applicant will restrict access from Mission Road and the portico for Sunday Services.
3. That the applicant use materials similar to those being used on the existing building and submit a material palette to Staff for approval.
4. That an outdoor lighting plan be submitted in accordance with Section 19.34.050 Outdoor Lighting of the Zoning Ordinance and specifically address lighting on the east side of the building and the area light in the north parking lot that is adjacent to Mission Road and has two flood light fixtures. The outdoor lighting plan will need to be submitted to Staff for review and approval and any required improvements be completed prior to the occupancy of the proposed addition.
5. That the landscape plan for the area adjacent to Mission Road be submitted to Staff and the Tree Board for review and approval prior to installation.
6. That the applicant prepare a study of the cooling tower noise and propose solutions which may range from replacement of the cooling tower to sound attenuation. The noise level shall not exceed 65 decibels at the property line at all times of the day or the decibel level established by the City Council. The solution shall be submitted to Staff for review and approval and improvements shall be completed prior to occupancy of the proposed addition. All new mechanical units shall be screened from adjacent streets and adjacent properties.
7. That the steeple height shall be a maximum of 99 feet as approved by the Board of Zoning Appeals.
8. That the applicant provide landscape screening for the mechanical units on the east side.

The motion was seconded by Gregory Wolf and passed unanimously.

#### **PC2014-106 Request for Sign Standards Approval 4000 Somerset Drive - Intrust Bank**

Scott Schultz with Luminous Neon presented the request from Intrust Bank for approval of sign standards to allow exterior signage for its other tenant, Continental Title Company. Intrust Bank has no sign on the building, but does have a monument sign. Continental Title Company wants to put a wall sign on the south façade. He has reviewed the staff recommended changes to the sign standards submitted and accepts them.

Ron Williamson stated that normally only one sign is permitted on a building façade, but the Planning Commission may approve more than one sign through approval of sign standards that address all the signage for a specific project.

Staff recommends that wall signs only be permitted on the south façade and that two signs be permitted; one on the west end of the front façade and one on the east end of the front façade.

Nancy Vennard moved the Planning Commission approve the Sign Standards for 4000 Somerset subject to the following conditions:

1. That the applicant change the title from “*Tenant Sign Criteria*” to “**Sign Standards.**”
2. That the applicant reword the Building Sign section as follows:

**Building Signage:**

Two wall signs shall be permitted on the south building façade. No signs shall be permitted on the east, west or north facades. Signs shall not exceed five percent (5%) of the building façade, but in no event be larger than 50 sq. ft. in area. Tenant signs shall consist of ¼” thick aluminum individual computer cut letters with mounting rails to minimize mounting penetrations in brick façade. Letters shall have a primed and painted finish. White is preferred, but not required. Color of letters and/or logos must be approved by Developer.

All sign designs are subject to developer approval prior to installation.

3. That the applicant revise and submit the final sign standards, dated, to the City for the record copy.

The motion was seconded by Gregory Wolf and passed unanimously.

## **OTHER BUSINESS**

### **Discussion of possible changes to RV regulations**

Kate Gunja stated that at the December 16 meeting, the City Council heard a number of resident comments regarding recreational vehicle storage. Council directed staff to place the item on a future agenda.

At the City Council’s direction, staff researched neighboring cities’ restrictions regarding the parking and storage of recreational vehicles and presented them to the Council for discussion. A survey was also mailed to all of the Homes Associations in Prairie Village to inquire if they regulated the parking and storage of RVs. The City received responses from 10 HOAs.

Mrs. Gunja stated the City adopted its current Recreational Vehicle ordinance in September, 1994, and reviewed the current regulations and definitions.

RVs may be stored in an enclosed structure, or it must meet several location requirements if stored outside. The requirements are:

1. All RVs must be parked on a hard surface.
2. Not located in a required front yard (30 feet from the street)
3. Five feet away from rear lot line
4. Five feet away from side lot line.
5. In all instances, an RV must be at least 15 feet from the street.

There was extensive discussion by the City Council at the January 21 Meeting. The discussion ranged from leaving the ordinance as it currently is, to implementing further restrictions, to a complete ban. On a 6 to 2 vote, the Council requested the Planning Commission evaluate the issue and consider authorizing a public hearing. The City Council also requested that the Planning Commission give consideration to the following items:

- RVs and equipment cannot be used as storage or permanently located on the property if not in regular use
- RVs and equipment must be actively licensed and operable
- RVs and equipment must be screened
- Address storage on corner lots and visibility
- RVs and equipment must be parked on a hard surface and definition of hard surface should be refined
- RVs and equipment must not only be parked behind the front building line of their property but behind the front building line of neighboring properties directly adjacent
- Regarding temporary storage length of time – Is 72 hours within any 14 day period adequate and acceptable?

Ken Vaughn stated he felt the temporary storage length of time could be lengthened to a week within a 30 day period.

Nancy Vennard noted the vague language in the definitions “used on a regular basis”. Nancy Wallerstein felt this was a knee jerk reaction by the Council to one complaint received on regulations that have been in effect for more than 20 years.

Kate Gunja provided information on the complaint that precipitated the Council direction.

Ken Vaughn expressed concern that the potential screening may be more of a nuisance than the recreational unit.

Nancy Wallerstein questioned if the existing problem would be grandfathered if the regulations were changed. Mrs. Gunja replied that she had discussed this with the City Attorney and there could be a date given in the ordinance by which all units must be in compliance. She noted the couple with the unit is looking at doing more to screen their recreational vehicle.

Ken Vaughn stated he did not feel any change was needed, except perhaps addressing the size of the units.

Kate Gunja noted in discussing this with the Chief of Police, Chief Jordan had some suggestions for changes that would make it easier for his staff to enforce.



Nancy Wallerstein suggested the Commission wait until they receive comments from Chief Jordan to take any action. Ron Williamson stated that staff will also look at the regulations and present a marked up copy of the existing chapter showing possible changes for consideration. Nancy Vennard suggested staff look at the definitions. Nancy Wallerstein noted the difficulty in enforcing what is currently in the code.

### **Discussion of possible changes to Noise Regulations**

Danielle Dulin stated Ordinance 1326 was adopted in 1972 and established specific decibel level limitations within the City. The ordinance was included in Chapter VII until 1973 when the "Noise and Vibration Control Code" was designated as Chapter VIII. During a recodification process in 1996, Staff recommended the removal of the specific decibel levels because the City did not own the necessary equipment to read decibel levels and enforce the ordinance. The decibel levels were officially removed from the code with the adoption of the new code on December 20, 2004. The Zoning Regulations have never included decibel level limitations.

Staff reviewed noise restriction ordinances and zoning regulations for Fairway, Leawood, Lenexa, Merriam, Mission, Mission Hills, Olathe, Overland Park, and Shawnee. Each city has similar language as the Prairie Village Municipal Code, and 5 cities (Leawood, Lenexa, Merriam, Olathe, and Overland Park) have specific decibel limitations. Leawood limits the decibel level at the property line to 60 db in all districts at all times in their Development Ordinances which is separate from their municipal code, and in their Zoning Regulations, Merriam designates specific decibel levels for each use and distinguishes between continuous and instantaneous noise. In their municipal code, Lenexa, Olathe, and Overland Park include decibel level limitations per residential, commercial, and industrial use for day and night hours. A spreadsheet with specific details for each city was distributed.

If the Planning Commission is interested in reinstating decibel level limitations, Staff suggests the Planning Commission pass a motion recommending that City Council pass an ordinance to be included in Chapter VIII, Article 5 of the Municipal Code. Per its research, Staff is recommending a limitation of 65 db(A) at the property line for all uses at all times of the day. A decibel level reader can be purchased for \$200-500 to enforce the ordinance.

Ken Vaughn and Randy Kronblad stated they would like to review the proposed language. Mr. Vaughn felt the limit could be lower, perhaps 60 db(A)..

Nancy Vennard asked for the current language. Mrs. Dulin restated the current code as "plainly audible to a reasonable person at the property line." Mrs. Vennard noted the noise from bands from the Harmon Park pavilion.

Danielle Dulin noted the code is looking at addressing mechanical noise. She would like to wait until spring to enable the city to get some current noise readings before she brings back a recommendation.

Nancy Wallerstein asked about the noise from the Homestead Paddle Ball courts. The City has not received any complaints. Mr. Williamson noted that noise is intermittent.

#### **NEXT MEETING**

The March 4, 2014 meeting will be held in the Council Chambers of the Municipal Building. There will also be a BZA meeting for a lot depth variance to allow for a lot split and a variance for reduced rear yard setback. Returning to the Commission will be the plat for Chadwick Court and possible changes for recreational vehicles. New applications include a Special Use Permit for a Private School in the current Cherokee Christian Church and site plan approvals for antenna changes by Verizon and AT&T on the city's cell tower.

#### **JOINT MEETING**

Kate Gunja noted that a joint meeting of the Planning Commission and City Council has been requested. Staff felt the meeting should be after the upcoming elections as there will be several new Council members. The meeting would be held during the Council Committee meeting time from 6 to 7:30. Possible dates for the meeting are Monday, May 3<sup>rd</sup> or Monday, July 21<sup>st</sup>. Suggested items for discussion are MXD developments, Special and Conditional Use Permits. Mrs. Gunja asked Commission members to let her know of other items they would like to have discussed.

#### **ADJOURNMENT**

With no further business to come before the Commission, Chairman Ken Vaughn adjourned the meeting at 8:30 p.m.

Ken Vaughn  
Chairman

**PARK AND RECREATION COMMITTEE**  
**February 12, 2014**  
**City Hall**

Park and Recreation Committee met at 7:00 PM. In attendance: Laura Wassmer, Chair, Diane Pallanich, Kevin Letourneau, Clarence Munsch, Eric Mikkelson, Tim O'Toole, Diane Mares. Staff: Danielle Dulin, Keith Bredehoeft. Guests: Dan Mapes

Ms. Wassmer called the meeting to order at 7 PM.

**Public Participation**

**Consent Agenda**

1. Minutes from January 8, 2014

Ms. Dulin indicated that Eric Blevins had sent her a correction via email that he was in attendance at the January 8, 2014 meeting. It was moved and seconded to approve the minutes as amended. Motion passed unanimously.

**Reports**

1. Public Works Report

Mr. Bredehoeft stated that there would be a public meeting for the 2014 park improvements on February 27, 2014. The meeting will be an open house from 5-7 PM in the Multipurpose Room at City Hall. Ms. Wassmer asked if comments would be taken from the public. Mr. Bredehoeft indicated that comment sheets would be available, and if there was a major concern or issue, staff would bring it back to the Parks and Recreation Committee. Mr. Bredehoeft indicated that the removal of the old pool in Taliaferro Park has started, but it was stalled because of the weather. He indicated that the hole left from the pool will be filled with material and top soil added to prepare for the creation of the practice field. The bathrooms at Harmon Park will not be open any time this winter, but they will be ready for next winter, and the port-a-potties at Porter Park are moving to daily cleanings. Mr. Bredehoeft indicated that he has recently filled both the project manager and the field superintendant positions in Public Works.

2. Recreation Report

Ms. Dulin announced that Macy's and the National Parks and Recreation Association have partnered together to sponsor local parks, and the Macy's in Prairie Village has chosen to match dollar-for-dollar up to \$250,000 donations for Franklin Park in their stores March 7-31. Joel Rios will be returning for his 9<sup>th</sup> season as the pool manager along with Tracy Cooper and Rebecca Snodgrass for the city's tennis programs.

3. Chairperson's Report

Ms. Wassmer stated that Doug Pickert, Joe Hesting, and Dan Searles met to discuss the Harmon Park disc golf course, and it was a very productive meeting with very valuable feedback.

**New Business**

1. New Recreation Program—Skateboarding 101

Dan Mapes with Dan's Skate School presented a new recreation program for children ages 3-12 at the skate park. There was discussion about the use of the concrete pad at the Harmon Park Pavilion, and it was determined that an area of the parking lot would be blocked off using cones for the children to stretch and warm up instead of the concrete pad. There was discussion about the use of helmets and

other protective gear. Mr. Mapes indicated that he requires his students to wear helmets and kneepads, elbow guards, and wrist guards are strongly encouraged. The Committee instructed Ms. Dulin to check with the city's insurance company to see if there are any additional conditions required to cover a skateboarding recreation program. Mr. Munsch moved and Ms. Mares seconded to approve the addition of Skateboarding 101 to the city's recreation programs.

### **Old Business**

### **Information Items**

- Next Meeting—March 12, 2014 at 7:00 PM
- 2014 Park Improvement Open House—February 27, 2014 from 5-7 PM at City Hall

Meeting adjourned at 8:15 PM.

## PRAIRIE VILLAGE ENVIRONMENT AND RECYCLE COMMITTEE

Minutes, February 26, 2014

Pete Jarchow, for the Steering Committee, opened the meeting at 7:00 p.m. Attending were Pete, Thomas O'Brien, Barbara Brown, Margaret Goldstein, Polly Swafford, Karin McAdams, Toby Grotz, Ruth Hopkins, Kate Gunja, and Bob Pierson. Visitors included Linda Gourley, Earth Fair Coordinator, and Tom Coffman, Senior Vice President from Deffenbaugh Industries.

The minutes from January 22 were approved as written.

**Guest presentation:** Tom Coffman reported on developments and issues at Deffenbaugh.

- Curbside recycling is increasing yearly; last year proceeds from recycling contributed \$13,627 to the city of Prairie Village.
  - A continuing problem is the presence of trash in recycling bins, some of it apparently deliberate. This is much less prevalent in Prairie Village, probably because curbside has been a long-standing and popular practice.
  - In spite of publicity about what to do with yard waste at home (mulching grass and leaves, composting, etc.), the volume of yard waste keeps going up. This is a strain on Deffenbaugh's personnel, as it is seasonal.
- Commercial recycling constitutes 70% of their volume; it's mostly paper. They are trying to persuade more businesses to participate.
- Ripple Glass collection is good, especially in Prairie Village. Deffenbaugh is trying to encourage more businesses to use it. It was mentioned that businesses often have too little storage space to house their bottles until they take them to the bins.
- Normandy Square food waste collection is steady. 15 area schools now contribute food waste from their cafeterias.
- Large item pickup is hard to maintain, although they know how important it is to individuals.
- Committee members encouraged Tom to arrange for a hands-on Deffenbaugh exhibit at the Earth Fair, with the goal of educating more people about what to recycle and what not. Community education could also happen if we organized a contest between neighborhoods or blocks for the most people recycling at curbside.

### **Reports and business:**

- **Earth Fair – Linda Gourley:**
  - There will be plenty of outdoor displays
  - Some important features this year include an e-waste and paper shredding operation, Re-volve Bicycles collecting used bicycles and parts, food trucks including Prairie Fire Pizza, El Tenedor with *tapas* and the coffee cake truck.
  - There won't be an effort to collect cans for the food bank, but it is on some publicity, so there will be a bin available.

- Members can bring small bottles for painting, books for the library book sale and reusable bags to the next meeting. Margaret and Karin will collect them.

**Community Gardens:** the committee is looking for new locations so the garden effort can expand.

- **Village Fest** – news on the energy-producing bicycle is encouraging.

**Old Business:**

- Kate Gunja with update on Normandy Square food recycling:
  - About 28 households out of a possible 73 participate, although often it's more like 18.
  - Students from Briarwood School did a promotion to help educate the residents.
  - Deffenbaugh is looking into expanding the program. There's no real cost to them, except for the bins, which we financed in this case.
  - The next step is probably another pilot project, but there is interest here in opening it up to anyone interested; we will discuss that at our next meeting.

Speaker possibilities:

- Kristin Riott will come in May to urge our participation in specific projects.
- Bob Fraga will speak in April on Greensburg, KS.

**Announcement:** On April 5 compost will be delivered under the water tower, and volunteers are needed to help manage it.

The meeting adjourned at 8:50 pm.

The next meeting will be held on March 26 at 7:00 p.m.

Respectfully submitted,

Karin McAdams

## VILLAGEFEST COMMITTEE

**February 27, 2014**

The VillageFest Committee met February 27, 2014 at 7:00 pm. Present and presiding, co-chairs Marianne Noll & Cindy Clark. Members present: Susan Forrest, Toby Fritz, Ted Fritz, Tracy Landing, Theresa Gibbons, Barb Shaw, Ed Roberts, Deke Rohrbach, Ashley Dooley Wohlgemuth, Keith Bredehoeft, Byron Roberson and Jeanne Koontz.

### **Minutes**

Toby moved to approve the minutes from January 23, 2014. Ted seconded the motion and it passed unanimously.

### **Budget Report**

Marianne reviewed the budget noting it is essentially the same as last year. The pie baking contest has been given a bigger budget this year. Ted requested at least \$500 for the reenactment. Marianne asked him to submit a detailed request.

### **Staff Reports**

#### **A. Administration**

Jeanne reported that the following acts are booked: Clement McCrae Puppets, Petting Zoo and Pony Rides, Action Inflatables, Ararat Shrine Clowns, Hamster Balls, Trackless Train, Mechanical Bull and Nuclear Meltdown.

#### **B. Public Works**

Keith reported the green fence has been ordered. He will work on creating a better map to use this year and in the future. The new Field Superintendent, Bill Billings, starts on March 10<sup>th</sup>.

Marianne asked if the grills at Harmon will be replaced before VillageFest. Keith said Public Works will be working on the grills and if it's not done by VillageFest, they will cover the grills the same as last year.

#### **C. Police Department**

Med-Act, child fingerprinting and Headstrong for Jake will return.

#### **D. Fire Department**

Marianne reported that Tony Lopez will be the Fire Department representative. She asked the committee to think of ideas for the Fire Department display.

### **Planning Group Assignments**

#### **A. Entertainment - Deke Rohrbach**

Deke played samples from a variety of bands and said she would send out the top three to the committee to vote. The committee agreed to invite back Jim Cosgrove and Funky Mama.

#### **B. Children's Craft Center - Patty Jordan**

No report.

#### **C. Crafts - Barb Shaw**

Barb reported she emailed last year's crafters. She had an inquiry from a Doggie Food Truck that would sell homemade dog treats. The committee thought it would be okay if there is room.

#### **D. Patriotic Service - Marianne Noll**

Marianne asked the committee to think of ideas. The committee discussed ways to get sound to the parking lot. Ted suggested having the Irish Brigade participate.

E. Food Vendors - Susan Forrest

Susan said the same vendors from last year have agreed to come back.

F. Information Booth - Deke Rohrbach

No report.

G. Volunteers - Tracy Landing

Tracy said she followed up with last year's volunteers and has a few confirmed.

H. Decorations -

No report.

I. Sponsorships - Jeanne Koontz & Marianne Noll

Sponsor letters and Friends of VillageFest letters have been sent out. Marianne asked the committee to think of businesses who might be potential sponsors.

J. Marketing - Jeanne Koontz & Marianne Noll

No report.

K. Pie Baking Contest—Theresa Gibbons and Danielle Dulin

Theresa has compiled a list of potential judges. Miss Prairie Village, Carol Jean Barta and Charles Ferruzza have agreed to come.

L. Bike Rodeo - Byron Moore

No report.

M. Fingerprinting - Masonic Lodge

No report.

N. Community Spirit Award - Toby Fritz

Toby reviewed the proposed language changes. The committee agreed to the changes. The committee suggested reaching out to local churches, scout troops, Homes Associations and the YMCA for nominations.

O. History Display - Ted Fritz

Marianne noted the City Council does not want firearms or firearm replicas at VillageFest. Ted reviewed that there will be an exhibit in City Hall and reenactors outside. He noted he would like to use the glass case in the Art Gallery. Marianne suggested having a cornhusk doll craft in the Council Chambers instead of buttons.

P. Wow Item -

No report.

**Other Business**

Jeanne said there is a photo bus that could possibly come to VillageFest. The PhotobusKC is an old VW bus that has been converted into a photo booth. The committee expressed interested in obtaining a quote.

The next meeting is March 27, 2014 at 7:00 pm. The meeting adjourned at 8:22 pm.

Marianne Noll & Cindy Clark  
Co-Chairs



**PLANNING COMMISSION MINUTES**  
**March 4, 2014**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, March 4, 2014, in the Municipal Building Council Chambers at 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Nancy Wallerstein, Bob Lindeblad, Gregory Wolf; Randy Kronblad and Nancy Vennard.

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

**APPROVAL OF MINUTES**

Nancy Wallerstein moved the approval of the Planning Commission minutes of February 10, 2014. The motion was seconded by Nancy Vennard and passed by a 5 to 0 vote with Bob Lindeblad abstaining.

**PUBLIC HEARINGS**

Chairman Ken Vaughn reviewed the procedure for the public hearings and reported the hearing had been duly published on February 11, 2014.

**PC2014-01 Proposed Revisions to Chapter 19.54 and 19.28 to add  
A Reapplication Waiting Period**

Ron Williamson stated at the January 7<sup>th</sup> meeting of the Commission, staff was directed to prepare for public hearing proposed revisions adding to the city's zoning regulations a reapplication waiting period for Special Use Permit and Rezoning Applications at the recommendation of the Governing Body.

Ron Williamson reviewed the regulations regarding this issue from other cities.

**LEAWOOD:**

**16-5-5.3 Reapplication after Denial**

In the case of denial of an application by the Planning Commission or Governing Body, the applicant must wait a period of 6 months before reapplying for approval or a new development plan or zoning change on the same property, unless approved by the Governing Body upon a showing of changed circumstances.

Mr. Williamson noted in talking with the Leawood Planning Staff, they stated that this regulation has not been used for sure in the past five (5) years and perhaps, not in the past 15 years.

**OLATHE:**

**18.12.015 Resubmitting Applications for Plats, Rezoning and Special Use Permits**

When a proposed application for rezoning, special use permit or plat has been withdrawn by the applicant or denied by the Planning Commission or the Governing Body, the same application for the same property shall not be resubmitted for a period of one (1) year from the date of withdrawal or denial. However, an application for a different zoning classification or special use permit request can be submitted at any time. In addition, a new plat application showing major modifications and/or revisions to the withdrawn or denied plat application may be submitted at any time.

Mr. Williamson noted that as with the City of Leawood, the Olathe Planning Staff stated that this regulation has not been used since Staff can remember. They do feel it is a good safeguard and may encourage applicants to initially submit a better project.

**OVERLAND PARK:**

**18.140.460 Limitation on successive rezoning applications by landowner**

- A. No application for rezoning by a landowner or a landowner's agent shall be accepted if any application for substantially the same property has been filed and advertised for public hearing within the preceding 6 months.
- B. For purposes of subsection A, the preceding 6-month period shall be determined as follows:
  - 1. If there was a final action (either approval or denial) on the prior application, the 6-month period shall run from the date of such action.
  - 2. If the prior application was withdrawn after being advertised for public hearing, the 6-month period shall run from the date the application was withdrawn.
- C. The Director of Planning and Development Services shall determine if an application concerns "substantially the same property" as a prior application. The landowner may appeal any such determination to the Planning Commission.
- D. The Governing Body may waive the limitation in this section for good cause shown.

In conversation with the Overland Park Planning Staff, it was reported that this regulation may have been used two (2) or three (3) times in the past 20 years.

**LENEXA:**

**H. Waiting Period for Re-Application:**

In the event that the Governing Body denies an application for amendment to the Zoning Map, such application shall not be resubmitted for 1 year. The Community Development Director may, by separate action, waive the 1-year waiting period, upon petition by the applicant, if the Planning Commission finds that:

- 1. There have been significant physical, economic, land use or other changes in the area that affect the appropriateness of the zoning of property in the area in general; or

2. There has been a significant and pertinent change to the text of the Zoning Ordinance; or
3. The new application is for a more restrictive use than the original.

As with other cities, the Lenexa Planning Staff reported that this regulation has not been used in the past 13 years. Applicants typically revise the application to something that is more acceptable before reapplying.

**MISSION:**

**440.360: LIMITATION ON SUCCESSIVE REZONING APPLICATIONS BY LANDOWNER**

- A. No application for rezoning by a landowner or agent will be accepted if any application for substantially the same property and substantially the same development or land use has been filed and advertised for public hearing within the preceding six (6) months.
- B. For purposes of Subsection (A), the preceding six (6) month period shall be determined as follows:
  1. If there was a final action (either approval or denial) on the prior application, the six (6) month period shall run from the date of such action.
  2. If the prior application was withdrawn after being advertised for public hearing, the six (6) month period shall run from the date the application was withdrawn.
- C. The Public Works Director shall determine if an application concerns "substantially the same" property, development and land use as a prior application. The landowner may appeal any such determination to the Planning Commission.
- D. The City Council may waive the limitation in this Section for good cause shown. (Ord. No. 1007 §16-203A.400, 1-24-01)

Mission Planning Staff do not recall this regulation ever being used.

The concern with having no waiting period is that controversial applications require significant Staff, Planning Commission, and City Council time, as well as, numerous meetings for interested or affected citizens. Prairie Village has a small staff and repetitive applications take staff away from other responsibilities. It was also noted that if a lawsuit is filed, a waiting period might allow adequate time for the courts to decide an issue before a new application is considered. It appears that the most common waiting period is six (6) months. Another question is whether the reapplication waiting period applies to the same Special Use Permit or Rezoning, or if a different request is made should the waiting period not apply.

The general consensus from the five cities is that an applicant rarely reapplies for the same request. Usually the plan changes, the land use changes, or the legal description changes making it a new application. There is no compiled data to suggest it, but it could be concluded that the applicant thinks through the project more carefully and submits a better application the first time.

Mr. Williamson noted that none of the ordinances would have prevented the immediate reapplication of Mission Chateau. The legal description and land use changed substantially, which would allow an immediate reapplication.

Staff has drafted the following proposed revisions for consideration:

For rezoning, a new Section 19.52.055 Reapplication Waiting Period would be added to Chapter 19.52 PROCEDURAL PROVISIONS. Suggested wording is as follows:

#### 19.52.055 Reapplication Waiting Period

In the case of denial of an application by the Governing Body, the applicant must wait a period of six (6) months from the date of denial before reapplying for approval of a new development plan or zoning change unless the legal description of the property has substantially changed or the application is for a more restrictive zoning district than the original.

The Governing Body may waive the waiting period for good cause shown.

Fewer cities have a reapplication waiting period for Special Use Permits. Since case law has determined that Special Use Permits are a change in land use and are subject to the "Golden Criteria", it would appear logical to treat them the same as rezoning.

A new Section 19.28.075 Reapplication Waiting Period would be added to Chapter 19.28 SPECIAL USE PERMITS. Suggested wording is as follows:

#### 19.28.075 Reapplication Waiting Period

In the case of denial of an application by the Governing Body, the applicant must wait a period of six (6) months from the date of denial before reapplying for approval of a Special Use Permit unless the legal description of the property has substantially changed or the new application is for a Special Use Permit that is a different use than the original.

The Governing Body may waive the waiting period for good cause shown.

Bob Lindeblad felt the regulations needed to state who makes the determination on whether the legal description or the application has changed substantially. He suggested language used by the City of Overland Park with the appeal going to the Planning Commission. Although the city does not have a Director of Planning and Development, he feels that a specific individual or position needs to be stated.

Mr. Williamson suggested that the "City Administrator or his/her designee" be given as the individual making the determination.

Randy Kronblad confirmed the language found in #C of Overland Park's regulations with the City Administrator identified would be added to both sections as follows:

**The City Administrator or his/her designee shall determine if an application concerns "substantially the same" property, development and land use as a prior application. The landowner may appeal any such determination to the Planning Commission.**

**The Governing Body may waive the waiting period for good cause shown.**

Ken Vaughn noted it would probably be a rare application that would fall under these regulations, but feels the proactive step to have identified the process is good.

Chairman Ken Vaughn opened the public hearing on PC2014-01. No one was present to address the Commission on this application and the public hearing was closed.

Bob Lindeblad moved the Planning Commission recommend the Governing Body adopt the proposed amendments to Chapter 19.52 and Chapter 19.28 with the changes recommended by the Commission. The motion was seconded by Randy Kronblad and passed unanimously.

#### **PC2014-02 Request for Special Use Permit for Private School 7457 Cherokee**

Ben Randell, Project Manager for Global Montessori Academy, 707 West 47<sup>th</sup> Street, Kansas City, stated Global Montessori Academy (GMA) is requesting a Special Use Permit to establish a Montessori School in a building previously occupied by the Cherokee Christian Church on the northwest corner of 75<sup>th</sup> Street and Blinder Avenue. They have purchased the property and plan to use the classroom area for the Montessori School and rent the sanctuary for Sunday Worship. The sanctuary has a seating capacity of 299.

Global Montessori Academy has been in operation for over 30 years. They are currently located in the Unity Temple on the Plaza and have outgrown the location. The school currently has 90 students, ages 2 - 9 years old, and is expecting 110 students for the 2014-2015 school year. The projected capacity of the proposed site would accommodate 150 students. The school hours are from 8:30 am to 3:30 pm, but the school drop-off starts at 7:30 am and the pick-up extends to 6:00 pm. The GMA was founded as a nonprofit in 1990; however, it has been in operation since 1984. The school will accommodate preschool to sixth grade students in six classrooms initially, but seven classrooms ultimately.

The existing fenced area on the south side of the building will provide outdoor activity space for the 2 - 6 year age group. The northwest corner of the parking lot will be partitioned off with movable barriers for an outdoor play area for the elementary students.

A neighborhood meeting on February 18, 2014, in accordance with the Planning Commission Citizen Participation Policy and two people attended. No concerns expressed were about the use.

Ron Williamson stated that the staff recommends the Commission act favorably on the application and forward it to the Governing Body for approval. However, he noted there are two issues that need to be addressed on the site plan approval and would recommend that site plan approval be continued. He noted the next Planning Commission meeting is prior to the City Council meeting where the Special Use Permit would be considered. Staff is requesting more information on the development of the east side of the property. There is currently a traffic back-up situation on Cherokee due to Belinder Elementary School traffic and traffic from the Montessori school across 75<sup>th</sup> Street. The applicant has been asked to provide a traffic study for review with the site plan approval.

Mr. Randell stated a firm has been hired to do the study and it will be available by the April 1<sup>st</sup> meeting of the Commission.

Randy Kronblad asked if the asphalt will be replaced with a soft material for the play area. Mr. Randelle stated at this time the asphalt area will remain. This will allow for it to be used for parking during Sunday services.

Nancy Vennard thanked Mr. Randell for their allowing the community garden to remain on this site.

Ron Williamson noted that it has been the practice of the Commission to grant five year permits for the initial Special Use Permit. He noted that the applicant is purchasing the property and making a substantial investment.

Bob Lindeblad stated that as long as the applicant meets the conditions of approval he does not see the need to limit the permit to five years. Ken Vaughn agreed that with their purchase of the property an indefinite special use permit would be appropriate.

Chairman Ken Vaughn opened the public hearing on PC2014-02. No one was present to address the Commission on this application and the public hearing was closed.

Chairman Ken Vaughn led the Commission through the following review of the factors for consideration of the requested special use permit:

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

The proposed Montessori School classrooms will be contained within the existing building which is in compliance with the zoning regulations. The fenced play area on the south was approved as part of the day care center. The outdoor classroom area on the

east side of the building adjacent to Belinder Avenue needs to be better defined, specifically regarding fencing, paved areas, equipment, etc.

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

The proposed Montessori School will use the existing building and site for its use with few external changes. Access to the school will be from the north parking lot which is adequate in size to provide for standing and parking vehicles.

**3. The proposed special use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**

The proposed Montessori School will be using the building and site currently occupied by the church. There will be additional noise created by children using the outdoor play area on the northwest corner of the site. This may create some inconvenience for the residents to the west and north, but will be no different from other elementary schools that are located in residential neighborhoods throughout the city.

**4. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it, are such that this special use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to: a) the location, size and nature of the height of the building, structures, walls and fences on the site; and b) the nature and extent of landscaping and screening on the site.**

The proposed Montessori School will accommodate approximately 150 students and will operate during normal working hours. It will use the existing building and will not have a dominant effect on the neighborhood. It is a good reuse of a church facility that is no longer viable.

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

The Montessori School will use 56 spaces in the north lot, which should be more than adequate since pick-up and drop-off times vary significantly. The sanctuary has a capacity of 299 seats which requires 75 parking spaces. There are a total of 101 parking spaces on the site so it can accommodate the sanctuary at full capacity. This will require the elementary play area to be made available for parking on church meeting days.

**6. Adequate utility, drainage and other necessary utilities have been or will be provided.**

Utilities are available for the proposed use. If more impervious area is created on the east side of the building, some storm drainage improvements may be needed.

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

All access to the Montessori School will be off Belinder Avenue into the north parking lot. Entrance will be through the north driveway and exit will be through the south driveway. Currently, Belinder Avenue has some congestion problems at the 75<sup>th</sup> Street intersection during the morning peak. This probably is due to the Belinder Elementary School to the north, and the Montessori School and Day Care Center on the southeast corner of the intersection. Staff has requested the applicant to have a traffic study performed in order to analyze existing and future traffic congestion.

- 8. Adjoining properties and the general public will be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors, or unnecessary intrusive noises.**

The proposed use will not have any hazardous or toxic materials, or obnoxious odors; however, some additional noise will be created by children using the outdoor play area in the northwest corner of the site.

- 9. Architectural style and exterior materials are compatible with such styles and materials used in the neighborhood in which the proposed structure is to be built or located.**

The proposed use will not require any significant changes in the exterior architecture of the existing building. The fire escape on the north end will be modified and some additional doors will be added on the east side of the building to meet code requirements.

#### **GOLDEN FACTORS FOR CONSIDERATION:**

- 1. The character of the neighborhood;**

The neighborhood is predominantly single-family dwellings to the north, south, east, and west. The existing property is a church and another church is located on the southeast corner of Belinder Avenue and 75<sup>th</sup> Street. Two blocks east of the site is a large office building along with other office buildings on the north side of 75<sup>th</sup> Street to State Line Road. The character of the immediate neighborhood is primarily residential with single-family dwellings and churches.

- 2. The zoning and uses of property nearby;**

North: R-1B Single-Family District - Single Family Dwellings  
East: R-1B Single-Family District - Single Family Dwellings  
South: R-1A Single-Family District - Single Family Dwellings  
West: R-1B Single-Family District - Single Family Dwellings

- 3. The suitability of the property for the uses to which it has been restricted under its existing zoning;**

The property is zoned R-1B Single-Family Residential District which permits single-family dwellings, churches, schools, public building, parks, group homes and other uses that may be permitted either as a conditional use or special use. The property has a



variety of uses available and the building can be modified to easily accommodate the proposed school. The proposed repurposing of the church for a school is a good reuse of an existing facility.

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

The site has been used as a church since it was built in 1957 and was a quasi-public use; the proposal is to change it to another quasi-public use. Very little change is proposed to the building and site so the appearance will remain essentially as it is now. Additional traffic on Belinder Avenue may have some adverse effects on the neighborhood, particularly between 7:30 am and 8:30 am.

**5. The length of time of any vacancy of the property;**

The church was built in 1957 and has been occupied by a Cherokee Christian Church who will terminate their use in June.

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

The proposed use will be within an existing building that will have minor exterior modifications; however, there will be some site improvements. The applicant will be able to better utilize the property and no hardship will be created for adjacent property owners.

**7. City staff recommendations;**

The use will be within an existing building with minimal exterior changes; the use will have minimal impact on the neighborhood; and the use will provide a needed service for children that is in demand in Prairie Village. It is the opinion of Staff that this is a good reuse of an existing church facility.

**8. Conformance with the Comprehensive Plan.**

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The proposed Montessori School is an amenity that sets Prairie Village apart from other competing communities in the metropolitan area. This application for approval of the Global Montessori Academy is consistent with Village Vision in encouraging reinvestment; providing multiple uses in existing buildings and making better use of underutilized facilities.

Randy Kronblad moved the Planning Commission find favorably on both sets of factors and recommend approval of the Global Montessori Academy Special Use Permit to the Governing Body subject to the following conditions:

1. That the Montessori School be approved for a maximum of 7 classrooms and 150 children between the ages of 2 and 9.
2. That the School be permitted to operate year round from 7:30 a.m. to 6:00 p.m. subject to the requirements of the State of Kansas
3. That drop-off and pick-up of students occur in the north parking lot.

4. That the School meets all requirements of the building and fire codes, and the State Fire Marshall.
5. That the site complies with ADA requirements.
6. If this use is found not to be in compliance with the terms of the approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.
7. That the Special Use Permit be issued for the Montessori School for an indefinite period.
8. That the applicant has a traffic analysis performed and if any changes are necessary they be incorporated in the Site Plan Approval.

The motion was seconded by Bob Lindeblad and passed unanimously.

Ron Williamson stated the applicant would return at the April 1<sup>st</sup> Planning Commission meeting for Site Plan Approval.

## **NON PUBLIC HEARINGS**

### **PC2014-105 Request for Lot Split Approval 5015 West 67<sup>th</sup> Street**

James Porter, 5015 West 67<sup>th</sup> Street, stated he owns a large corner lot that faces on 67<sup>th</sup> Street and sides on Fonticello Street; and is proposing a lot split to sell off the south 100 ft. of the original lot. The proposed lot is only 108.9 ft. deep, where the ordinance requires a depth of 125 ft. The Board of Zoning Appeals earlier granted a variance for the rear yard depth from 125 feet to 108.9 feet.

Mr. Williamson noted that several of the large lots along Fonticello Street, between 67<sup>th</sup> Street and 69<sup>th</sup> Street, have either been replatted or have used the lot split procedure.

The proposed lot will be 100 ft. in width, 108.9 ft. in depth and will have 10,890 sq. ft., which is greater than the minimum of 10,000 sq. ft. required by the Zoning Ordinance. The two lots across the street are 15,000 sq. ft. each. It should be pointed out that two lots on the west side of Fonticello Street, between 68<sup>th</sup> Terrace and 69<sup>th</sup> Street, are only 10,160 sq. ft. which is slightly smaller than this lot.

Initially the applicant proposed a wider frontage on Fonticello Street, but there is a sanitary sewer line crossing the lot approximately 95 ft. north of the south property line. Also, the existing house sets back approximately 70 ft. from 67<sup>th</sup> Street and the depth of the house, the garage, and the driveway would not leave much area for a back yard.

Mr. Williamson stated the applicant will need to submit the required certificate of survey for Staff review and approval based upon the final decisions of both bodies.

State statutes require that subdivision regulations provide for the issuance of building permits on platted lots divided into not more than two tracts without having to replat such

lots. The subdivision regulations contain a lot split procedure and the lot split must be approved by the Planning Commission.

Nancy Wallerstein moved the Planning Commission approve the requested lot split of 5015 West 67<sup>th</sup> Street subject to the following conditions:

1. That the applicant submit a certificate of survey to Staff for their review and approval containing the following information:
  - a. The location of existing buildings on the site.
  - b. The dimension and location of the lots, including a metes and bounds description of each lot.
  - c. The location and character of all proposed and existing public utility lines, including sewers (storm and sanitary), water, gas, telecommunications, cable TV, power lines, and any existing utility easements.
  - d. Any platted building setback lines with dimensions.
  - e. Indication of location of proposed or existing streets and driveways providing access to said lots.
  - f. Topography (unless specifically waived by the City Planning Commission) with contour intervals not more than five feet, and including the locations of water courses, ravines, and proposed drainage systems. (Staff recommends waiver of topography)
  - g. Said certificate of survey shall include the certification by a registered engineer or surveyor that the details contained on the survey are correct.
2. That the applicant records the approved lot split with the register of deeds and provide a copy of the recorded document to the Secretary of the Planning Commission.
3. That the applicant submits a certificate showing all taxes and special assessments due and payable have been paid in full.

The motion was seconded by Gregory Wolf and passed unanimously.

**PC2014-107 Site Plan Approval with wireless antenna  
7700 Mission Road**

Chris Ross, with Black & Veatch, representing AT&T stated that AT&T is proposing to replace three antennas and add a cable to its platform on the tower behind City Hall. The proposed antennas are to serve AT&T's LTE, Long Term Evolution Network. The existing antennas are approximately 72" in length and the new antennas will be approximately 96" in length. Each replacement antenna will add approximately 10 lbs. to the tower. The cable will be located inside the tower.

Ron Williamson noted that Verizon is planning to add three antennas to its installation on the tower and Sprint is also planning upgrades. A structural report was prepared that included the AT&T and Verizon upgrades. The tower and base are adequate to accommodate those improvements. Sprint was not far enough along in its planning to include its improvements in the structural analysis, so a structural update will be required when Sprint submits its application.

AT&T added three antennas and an emergency generator in 2011. In October 2009, the Planning Commission approved the Special Use Permit Renewal for this tower and the approval was based on the new Wireless Communications Ordinance. Changes in the installation for carriers are required to be submitted to the Planning Commission for site plan review and approval.

Since no neighbors have appeared at previous neighborhood meetings and the changes were not major, the applicant was not required to hold a neighborhood meeting.

Chairman Ken Vaughn led the Planning Commission in consideration of the following criteria:

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

The proposed improvements will occur on the existing tower which is adequate to accommodate the proposed improvements.

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

Adequate utilities are available to serve this location.

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

No additional impervious area will be created because all improvements will be on the tower.

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

The site utilizes the existing driveway and parking lot for circulation that currently serves it and no changes are proposed.

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

The applicant has prepared a structural analysis and the tower is sufficient to carry the additional load.

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

The tower has been at this location for more than twenty years and the proposed installation consist of replacing three antennas, which is a minor improvement compared to the size of the tower. The tower is located in the Municipal Complex and has very little impact on surrounding residential areas.

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

Wireless communications are not specifically addressed in Village Vision. Generally it falls into maintaining and improving infrastructure.

Gregory Wolf moved the Planning Commission approve PC2014-107 for site plan approval for the installation of wireless antenna on the communications tower at 7700 Mission Road subject to the following conditions:

1. That the antennas be installed as shown on the proposed site plan.
2. That all wiring be contained inside the tower.

The motion was seconded by Nancy Vennard and passed unanimously.

**PC2014-108 Site Plan Approval with wireless antenna  
7700 Mission Road**

Tommy Beeler, with Selective Site Consultants presented the application on behalf of Verizon Wireless who is proposing to add three antennas to its installation on the tower behind City Hall. These antennas are approximately 72" in length and, with the support equipment, weigh about 65 pounds each. The purpose of these antennas is to provide service for the Advanced Wireless System (AWS), which is high volume data, video streaming, etc. A new fiber optic line will also be installed within the tower to service these antennas.

A structural analysis has been prepared and states that the monopole or tower is structurally capable of supporting the existing and proposed antennas, their mounting equipment, and the coaxial and fiber optic cable inside the tower.

Ron Williamson noted that in October 2009, the Planning Commission approved the Special Use Permit Renewal for this tower and the approval was based on the new Wireless Communications Ordinance. Changes in the installation for carriers are required to be submitted to the Planning Commission for site plan review and approval.

Since no neighbors have appeared at previous neighborhood meetings and the changes were not major, the applicant was not required to hold a neighborhood meeting.

Chairman Ken Vaughn led the Planning Commission in consideration of the following criteria:

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

The proposed improvements will occur on the existing tower which is adequate to accommodate the proposed improvements.

**B. Utilities are available with adequate capacity to serve the proposed development.**  
Adequate utilities are available to serve this location.

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

No additional impervious area will be created because all improvements will be on the tower.

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

The site utilizes the existing driveway and parking lot for circulation that currently serves it and no changes are proposed.

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

The applicant has prepared a structural analysis and the tower is sufficient to carry the additional load.

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

The tower has been at this location for more than twenty years and the proposed installation consist of adding three antennas, which is a minor improvement compared to the size of the tower. The tower is located in the Municipal Complex and has very little impact on surrounding residential areas.

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

Wireless communications are not specifically addressed in Village Vision. Generally it falls into maintaining and improving infrastructure.

Gregory Wolf moved the Planning Commission approve PC2014-107 for site plan approval for the installation of wireless antenna on the communications tower at 7700 Mission Road subject to the following conditions:

1. That the antennas be installed as shown on the proposed site plan.
2. That all wiring be contained inside the tower.

The motion was seconded by Randy Kronblad and passed unanimously.

**PC2012-109 Sign Standards Approval  
2220 West 75<sup>th</sup> Street**

Ron Williamson noted this is an application that has been on the shelf for a while and needs a resolution. The original monument sign was approved by the Planning Commission in October 2005, shortly after the building was renovated. No other signs were requested at that time.

In 2007, the owner requested approval of sign standards for the building. In Prairie Village, approval of Sign Standards is required for multi-tenant buildings. The owner requested signs that did not meet the sign ordinance. The owner then requested three lines of text on the monument sign and no building façade signs and the Planning Commission approved this on March 4, 2008.

The orientation of the building creates a problem with signage in relation to the entrances to the building. The building parallels 75<sup>th</sup> Street and the entrances are located on the east and west facades of the building. There is one tenant on the west end and two tenant spaces on the east end. The applicant has wanted better signage to identify where the tenants are located.

On June 5, 2012, the owner requested approval of two blade signs for the east end of the building. These blade signs are pole signs as defined in the sign ordinance and are not permitted. The signs were installed without a permit and are illegal. At that meeting, the Planning Commission directed Staff to work with the applicant and bring back some alternative proposals to the Commission.

Michael Schmidt, with Star Signs, LLC, presented the proposed signage for the three tenants. The signs are individual flat-cut aluminum letters and will not be lighted. The sign on the west end will not exceed 28 sq. ft. and the two signs on the east end will not exceed 13 square feet and 10 square feet.

Ken Vaughn asked if the current blade signs have been removed. Mr. Schmidt responded that he was not responsible for them, but that they would be removed.

Nancy Wallerstein confirmed there would not be any ground lighting on the signs.

Randy Kronblad moved the Planning Commission approved proposed signage for 2200 West 75<sup>th</sup> Street subject to the following conditions:

1. That the square footage for each sign not exceeds the size that is shown on the attached drawing.
2. That the size of the sign letters be as shown on the drawing.
3. That not more than the three wall signs be permitted.
4. That no wall signs be permitted on the east, west and north facades of the building.
5. That the wall signs not be lit.
6. That the applicant revises the sign standard text and submits it to the City prior to obtaining a sign permit.
7. That the existing blade sign(s) be removed.

The motion was seconded by Bob Lindeblad and passed unanimously.

### **PC2012-113 Revised Site Plan for PV Shopping Center NW Corner 71<sup>st</sup> & Mission Road**

Kylie Stock with LegaC Properties stated the Hen House at the PV Shopping Center has decided not to expand, although exterior improvements are being discussed. This changes the site plan that was approved by the Planning Commission on November 6, 2012. Ms Stock noted that Starbucks has received a building permit for their tenant finishes to the new retail building and should be open by late spring.

They would like to begin work on Mission Lane Improvements as soon as the weather allows and appreciate the Planning Commission willingness to consider the new site plan on short notice. They are hoping to begin work on the improvements in April. The most significant changes will be to the parking lot near Bruce Smith Drugs.

The proposed changes are as follows:

1. The footprint for the Hen House expansion will be removed and parking will remain on the north side of the store. The number of parking spaces in that lot will increase by 39.
2. The crosswalk will be moved south to the existing Hen House entrance.

3. The entrance and exit drives to the parking lot south of 69<sup>th</sup> Terrace will change back to where they are now. The Site Plan proposed to close the drive from Mission Lane and replace it with access to 69<sup>th</sup> Terrace. This reconfiguration will result in the loss of 12 parking spaces which results in a net increase of 27 parking spaces for the Center.
4. The applicants are also relocating several trash bin enclosures. The new trash bin locations will be screened with brick walls that match the brick in the Center.

Kylie Stock reviewed the relocation of the trash bin enclosures and additional enclosures that have been added.

Ron Williamson noted the applicant has revised the off-street parking requirements table and the counts by lot on the Parking Analysis drawing; however, there may need to be additional revisions after Staff reviews the information in more detail. The revised Site Plan will also change the landscape plan. The revised landscape plan needs to be submitted to the Tree Board for review and approval.

Nancy Wallerstein asked for clarification on the location of the 8' trail. It was noted that the trail has been preserved as approved. Mr. Vaughn noted the area in front of the new retail building will be walkable but will be somewhat narrower.

Nancy Wallerstein confirmed the plan maintains the crossover area between Hen House and south parking lot.

Nancy Wallerstein moved the Planning Commission approve the revised site plan for Prairie Village Shops removing the Hen House expansion and reconfiguring the parking lots will improve the traffic circulation and parking, and recommends approval subject to the following conditions:

1. That the applicant work with Staff to revise the off-street parking table and drawings for the Center, if necessary.
2. That the applicant submit the revised landscape plan to the Tree Board for review and approval.
3. That the applicant submit three revised sets of the approved site plan to the city staff.

The motion was seconded by Randy Kronblad and passed unanimously.

## **OTHER BUSINESS**

### **Discussion of possible changes to RV regulations**

Kate Gunja stated the City adopted its current Recreational Vehicle ordinance in September, 1994. In working with the Police Department, who enforces the code, during non-business hours, they have requested that the code be moved from the zoning regulations to the municipal code in the traffic section.

The Planning Commission members supported the move to the municipal code.



Mrs. Gunja confirmed the Planning Commission's earlier recommended change to extend the time limit increasing the time allowed to 7 days within a 30 day period. The Commission members felt the illustrations provided were good. They want to see the requirement for parking on a hard surface on private property retained.

Kate Gunja stated there will need to be a public hearing to remove the language from the zoning regulations. She would provide the Commission with the language that the Council is considering for their input.

Gregory Wolf confirmed that there would not be a break in enforcement between the removal of the regulations from the zoning code to its adoption in the municipal code.

### **JOINT MEETING**

Kate Gunja advised the Commission that in discussing the joint meeting with the City Council, the Council felt that more time was needed that allowed by meeting prior to a City Council meeting. An alternate Monday evening date will be determined after the general election.

### **NEXT MEETING**

No new applications have been filed for the April 1<sup>st</sup> meeting. The agenda will contain the continued items of the revised site plan for the Global Montessori Academy; possible final plat for Chadwick Court and discussion of possible code changes addressing sign standards and off-street parking.

There will not be a Board of Zoning Appeals meeting.

### **ADJOURNMENT**

With no further business to come before the Commission, Chairman Ken Vaughn adjourned the meeting at 8:00 p.m.

Ken Vaughn  
Chairman

## TREE BOARD

City of Prairie Village, Kansas

### MINUTES (DRAFT)

Wednesday March 5, 2014  
Public Works Conference Room  
3535 Somerset Drive

Board Members: Jack Lewis, Greg VanBooven, Luci Mitchell, Linda Marcusen

Other Attendees: Suzanne Lownes, Peter Gogol (Countryside East Homes Assoc.), Thos. O'Brien (Environmental & Community Garden Committee Member), Jonathan Pruitt (Potential Tree Board Member)

Jack Lewis called the meeting to order at 6:00 p.m. with a quorum present.

- 1) **Review and Approve Minutes of November 6, 2013-** Motion by Greg VanBooven, second by Linda Marcusen. **Approved unanimously.**

#### 2) **Sub-Committee Report**

- 2.1) **EAB** – Jack Lewis discussed the decision to have the Tree Board complete the ash tree inventory and described the process that was followed in the inventorying of the City ash trees. Suzanne Lownes discussed the spreadsheet showing the rating data and cost factors for removals and replants. Greg VanBooven talked about the three main treatment options: two of which are external application and the EPA application regulations limit the amount per acre which would hinder the use of these applications on most City trees and they are also not as effective on the larger trees. The other treatment, which is called Triage is an injected treatment which has been tested to be 99% effective in controlling the emerald ash borer for up to 2 years this treatment is also more costly and needs to be repeated to maintain its effectiveness. Peter Gogol brought up several questions and concerns about treatment and choice of potential trees as well as tree planting options. The board requested that a cost analysis be done on the inventory data on treating the trees rated as a 4 and utilize the estimated price of \$12.00 per dbh.

Jack Lewis thought that the board should decide on a plan for the 2014 funding and then look forward to the subsequent years. The board discussed the treatment options and how to choose which trees might be treated. **Luci Mitchell moved to recommend Jack Lewis' plan to remove and replace all 12" or less City Ash Trees and then begin removal and replacement of City ash trees rated one (being the poorest condition), from largest to smallest as funding would allow, second by Jack Lewis. Approved unanimously.**

Jack Lewis said that he along with the other available members would finish the park ash tree inventory as soon as possible based on tree conditions. The board

discussed that at the next meeting they would make a recommendation on future year plans as far as potential treatment, removal and replanting of trees. There was also discussion by the board about reviewing the approved tree planting list.

- 2.2) Arbor Day Planning** – Suzanne Lownes updated the board that no applications were received for the Arbor Day Nominee. Jack Lewis suggested that this years Arbor Day tree replace one of the dead or dying trees at Franklin Park, specifically maybe the Leawood Garden Club tree if it had not been replaced yet. The board decided that the Arbor Day event would be on Saturday, April 26<sup>th</sup> at 9:00am at Franklin Park. The board will finalize the tree choice at the next meeting.

**3) Old Business** - There was no old business.

**4) New Business**

- 4.1)** Jonathan Pruitt discussed his interest in becoming involved with the Tree Board. **There was a motion by Luci Mitchell that the Tree Board recommend Jonathan Pruitt be appointed by the Mayor to the Tree Board, Jack Lewis seconded. Approved unanimously.**
- 4.2)** Luci Mitchell updated the group on the upcoming Earth Day event on April 12<sup>th</sup> at Shawnee Mission East. Luci Mitchell said if anyone was interested in helping her out with the Tree Board table at the event to please let her know. Linda Marcusen said that she would potentially be interested and they could discuss at the next meeting.
- 4.3)** Suzanne Lownes shared the article by Steve Nicely with the Milhaven Homes Association on EAB.
- 4.4)** Suzanne Lownes updated the group that Melissa Prenger had started as Project Manager and that Bill Billings would be starting as Field Superintendent for the Public Works department.

**5) Next Meeting**

The next meeting will be April 2, 2014 at 6:00pm at the Public Works Facility.  
**Happy Holidays!!!**

The meeting adjourned at 7:30 p.m.  
Minutes prepared by Suzanne Lownes.

Animal Control Board  
Appeal Hearing for "Joshua"  
owned by Bida Buford  
March 17, 2014

Present: Chairman James Dinesen, Dr. Richard Webber, Daniel Andersen and Sarah Kelly. Also present Council Liaison Andrew Wang, Community Service Officers Robert Blanchard and Cindy Gaunt, Captain Wes Lovett and City Clerk Joyce Hagen Mundy.

Officer Cindy Gaunt opened the hearing presenting the city's findings for the declaration of "Joshua" (an Akita mix canine) owned by Bina Buford, 4805 West 75th Street, as a dangerous animal. The declaration was made after an animal bite report on November 9, 2013 where Joshua bit a neighbor, Gerald Brown by jumping up on a shared fence requiring medical attention. On February 7, 2014, Joshua bit the same neighbor's canine, Kallie, a corgi mix, through the same shared fence. Kallie received emergency treatment for her injuries as well as follow-up treatment. Both instances occurred while Joshua was out of his pen in the back yard with the owner in the backyard.

James Dinesen asked Ms Buford to address the incidents. Ms. Buford stated she has had Joshua for five years without any problems. She presented a history of the dog being picked on by neighborhood residents including having a brick thrown at him while he was a puppy. This has made him more aggressive. She also stated that her two previous dogs were poisoned by neighbors.

Mr. Dinesen asked Officer Gaunt how many times she had been called to the Buford residences. She responded 8 to 10 times for barking complaints and noted an increased frequency to 12 or more during the past year. She noted that as the result of recent court action taken, Joshua is now wearing a barking collar.

Dr. Webber confirmed that the bite occurred over the three foot fence, that Joshua is only out of his pen when Ms Buford is present and that he has not be out of the yard.

Andrew Wang asked for clarifications on the requirements for keeping a dangerous animal. Officer Gaunt reviewed the application process and ordinance requirements. Dr. Webber advised that most home owners insurance companies will cancel insurance coverage after an animal bite incident.

Ms Buford stated that she and Joshua have been harrassed by the neighborhood and the city. Andrew Wang addressed Ms Buford's comments noting the city's documented record that it does not participate in racial profiling as suggested. Mr. Wang stated he is not concerned with the animal barking, but stated there is a need to protect residents and others from harm. He confirmed that Joshua had not been provoked at the time of the animal bite on November 9, 2013.

Dr. Webber called for the question. The Board voted unanimously to uphold the city's declaration of Joshua as a dangerous animal.

Animal Control Board  
Appeal Hearing for "Kiron"  
owned by Ryan & Kara Manning  
March 17, 2014

Present: Chairman James Dinesen, Dr. Richard Webber, Daniel Andersen and Sarah Kelly. Also present Council Liaison Andrew Wang, Community Service Officers Robert Blanchard and Cindy Gaunt, Sgt. Bryon Roberson and City Clerk Joyce Hagen Mundy.

Officer Cindy Gaunt opened the hearing presenting the city's findings for the declaration of "Kiron" (a Labrador mix canine) owned by Ryan and Kara Manning, 7329 Ash Street, as a dangerous animal. The declaration was made after an animal bite report on March 7, 2014, where Kiron bit a man who had knocked on the front door of the Manning residents. The animal lunged at the individual when Mr. Manning opened the door. The individual received emergency treatment at Shawnee Mission Medical Center Emergency Room including 31 stitches to his mouth area to close the wounds.

James Dinesen asked Mr. Manning if Kiron had acted this way previously. Mr. Manning responded he has not previously shown any aggressive tendencies and generally has a very pleasant temperament.

Ryan Manning states he and his wife believes Kiron's response was protective in nature premeditated by a violent incident which he had witnessed a few months earlier involving an individual with a similar appearance. Officer Gaunt asked Dr. Webber if the claimed facial recognition by the animal is probable. Dr. Webber replied that he doubted it was.

The Manning's stated they are willing to place Kiron in another room prior to answering the door, use an e-collar at all times, keep him on a short leash when in public and if necessary post warning signs on their property. Mr. Manning also advised that they have also started a training program with Kiron.

Andrew Wang confirmed there was no provokation for the attack. Mr. Manning replied only the sprinting to the door and the loud knocking which was similar to the violent incident that Kiron witnessed a few months ago.

The Board voted unanimously to uphold the city's declaration of Kiron as a dangerous animal.

Officer Gaunt provided the Manning's with the application for a permit and ordinance regulations for keeping a dangerous animal.

Andrew Wang thanked the Board and the staff for their professionalism in dealing with these difficult issues showing respect and concern both for the animal owners and the general public.

**Council Members  
Mark Your Calendars  
April 7, 2014**

<b>April 2014</b>	Lucinda Baker exhibit in the R. G. Endres Gallery
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
<b>May 2014</b>	Wayne Wilkes oil and acrylic exhibit in the R. G. Endres Gallery
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
<b>June 2014</b>	Helen Benson mixed media exhibit in the R. G. Endres Gallery
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
<b>July 2014</b>	Senior Arts Council mixed media exhibit in the R. G. Endres Gallery
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
<b>August 2014</b>	Randy Kronblad pastel exhibit in the R. G. Endres Gallery
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
<b>September 2014</b>	Gloria Hawkins and Christina Ellis mixed media exhibit in the R. G. Endres Gallery
September 1	City offices closed in observance of Labor Day
September 2	City Council Meeting
September 6	JazzFest
September 12	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
September 15	City Council Meeting
<b>October 2014</b>	State of the Arts exhibit in the R. G. Endres Gallery
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
<b>November 2014</b>	Jhulan Mukharji and Ada Koch mixed media exhibit in the R. G. Endres Gallery
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
<b>December 2014</b>	Kathleen Manning photography exhibit in the R. G. Endres Gallery
December 1	City Council Meeting
December 12	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
December 13	Volunteer Appreciation Holiday Party - Meadowbrook Country Club
December 15	City Council Meeting
December 25	City offices closed in observance of Christmas