

30th Annual Peanut Butter Week

October 6th - 10th, 2014



PLEASE BRING A JAR OF PEANUT BUTTER
TO THE COUNCIL MEETING ON
October 6, 2014

CITY OF PRAIRIE VILLAGE

October 6, 2014

Council Committee Meeting 6:00 p.m.

City Council Meeting 7:30 p.m.



COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
October 06, 2014
6:00 PM

AGENDA

ASHLEY WEAVER, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

Annual update of County Budget and Projects
Commissioner Ed Peterson

Introduction of new Fire Chief Tony Lopez of Consolidated Fire District #2

- COU2014-39 Consider renewing City's health, dental, and vision insurance providers, as recommended by City staff
Amy Hunt and CBIZ
- *COU2014-40 Consider design agreement with Affinis Corporation for the design of the 78th Street Drainage Feasibility Study
Keith Bredehoeft
- *COU2014-41 Consider the design agreement with Affinis Corporation for the design of the 84th Terrace and Reinhardt Drainage Preliminary Engineering Study
Keith Bredehoeft
- COU2014-42 Report from Communications Work Group regarding audio/video recordings of City meetings
Councilmember Gallagher

***Council Action Requested the same night**



COUNCIL COMMITTEE

Council Committee Meeting Date: October 6, 2014

City Council Meeting Date: October 20, 2014

Consider renewing City's health, dental, and vision insurance providers, as recommended by City staff.

SUGGESTED MOTION

Move that the Committee:

- 1) Approve Blue Cross Blue Shield of Kansas City as the City's health insurance provider for the 2015 plan year, with a 2.2% increase in premiums.
- 2) Approve Delta Dental of Kansas as the City's dental insurance provider for the 2015 plan year, with a 0.0% increase in premiums.
- 3) Approve Superior Vision as the City's vision insurance provider for the 2015 plan year, with a 3.5% increase in premiums.

BACKGROUND

A CBIZ representative will be in attendance at Monday night's meeting.

After several years with 0% increases, and a 3.43% increase in 2013 on the health insurance plan, this year's renewal rates are a 2.20% increase due to mandatory Affordable Care Act (ACA) taxes and fees. The City currently contracts with Blue Cross Blue Shield of Kansas City (BCBS) for its employee health insurance plans. The plan year ends in December and consequently, renewals were sought from BCBS for the 2015 plan year. The renewal is based on the claims incurred by plan participants over the twelve month period of July 2013 - June 2014; the City's loss ratio for this period was 73%.

The City employees and their dependents are to be commended for their healthy living and efforts to reduce health insurance costs. The efforts are reflected in the loss ratio and renewal rate.

As part of the ACA there are taxes and fees that insurance providers are required to pay; these fees are passed on to the clients through premiums. The total percentage cost due to taxes and fees are a 4.37% increase.

ACA Taxes/Fees

- 1) Health Insurance Excise Tax: 3.4% of premium (estimated at \$32,645).
- 2) PCOR Fee: \$2 per member, per year (estimated at \$412).
- 3) Reinsurance Fee: \$3.67 per member, per month (estimated at \$9,072).

In addition to the taxes and fees, the ACA now requires that any prescription drug co-pays count towards an individual's out-of-pocket maximum for the plan year. Beginning in 2015, all co-pays will count towards the annual out-of-pocket maximum of the plan the employee elects. There is also a mandated change in the out-of-pocket maximum on the Qualified High Deductible Health Plan (QHDHP) which increases from \$ 2,500 to \$2,600 for individual and from \$5,000 to \$5,200 for a family. The out-of-pocket maximums will remain the same for the other plans.

The City will continue to offer multiple plans for employees to select. Due to zero enrollments in the buy Up Preferred Care PPO, this plan will be discontinued. In addition, the QHDHP will be moved to the smaller Preferred Care Blue PPO Network in order to reduce premium rates for the plan overall. In the last 12 months, there were only 3 providers utilized that would now be out of network.

In the past employees who participated in a Health Risk Assessment (HRA) or biometric screening, conducted by BCBS, would receive incentives. The screenings will continue, however BCBS will no longer offer incentives to those that complete an HRA or screening. The City recommends that the \$20 monthly differential, for those employees that do not participate in the screenings, be maintained.

The City also recommends that the differential for tobacco users covered on the City's health insurance plan (employee or dependent) continue in 2015. Those individuals who do use tobacco products (cigarettes, pipes, chewing tobacco, cigars, etc.) more than once per week will be assessed \$20 in their monthly premium costs. The City will continue to offer reimbursement of any smoking cessation treatments up to \$100 per month. If a covered individual quits using tobacco product(s) then they will be eligible to begin receiving the monthly premium discount.

Delta Dental of Kansas, the City's dental insurance provider, has agreed to renew the dental plans for 2015 with 0% increase. The dental insurance renewal completes the three year rate agreement that included a rate cap for the 2015 renewal of 5.00%.

The City's vision insurance provider, Superior Vision, has requested a 3.50% increase in premium for 2015, with a two year guarantee on rates. This increase is due to the Affordable Care Act as they are now required to pay the excise tax.

RENEWAL HISTORY

- 1/1/11: After an initial proposed renewal increase of 33%, CBIZ was able to negotiate an increase of 25% with no plan changes. Eventually, the City made several plan changes and added an additional plan which resulted in a premium increase of 9.5%.
- 1/1/12: Blue KC agreed to a negotiate renewal of 0% increase in rates. CBIZ also negotiated the domestic partner benefit as well as a premium holiday for one month of savings of \$90,000.

1/1/13: Blue KC agreed to a negotiated renewal of 0% increase in rates. CBIZ also negotiated a change in the funding of the plan, from a non-participating fully insured contract, to a Maximum Refund contract. While still fully insured, the City will be able to receive any excess funds back in the form of a refund. (The City received a refund from Blue KC in the amount of \$28,165 in May 2014.)

1/1/14: Blue KC agreed to a negotiated renewal increase of 3.43%, a concession of 1.37%. Blue KC also agreed to keep the out of pocket at the current level (including medical expenses) with no rate impact.

FUNDING SOURCE

Employee insurance premiums are funded with the General Fund. The 2015 budget anticipated an increase in City premium contributions of 10%. The renewal rates of 2.20%, 0%, 3.50% for the health, dental, and vision plans, fit within the budgeted funds.

ATTACHMENTS

- Medical Benefits Comparison

Prepared By:

Amy Hunt

Human Resources Manager

Date: October 5, 2014



**City of Prairie Village
Medical Benefits Comparison
QHDHP Network Change from Preferred Care to Preferred Care Blue
Effective January 1, 2015**

MEDICAL		Blue Cross Blue Shield of Kansas City		Blue Cross Blue Shield of Kansas City		Blue Cross Blue Shield of Kansas City	
Carrier Website	www.bluekc.com	www.bluekc.com	www.bluekc.com	www.bluekc.com	www.bluekc.com	www.bluekc.com	www.bluekc.com
Plan Type	BlueSaver HSA Preferred Care Blue PPO	Base Plan Preferred Care Blue PPO	Buy Up Plan Ratesaver Blue Care HMO	In Network	Out of Network	In Network Only	In Network Only
Annual Deductible (calendar year) ⁽¹⁾	Individual \$2,500 Family \$5,000	\$500 \$1,000	N/A N/A	Individual \$2,500 Family \$5,000	Individual \$2,500 Family \$5,200	Individual \$4,000 Family \$8,000	Individual \$4,500 Family \$9,000
Coinsurance	0%	20%	30%	20%	20%	30%	30%
Member Pays	0%	20%	40%	20%	40%	30%	30%
Maximum Out-of-Pocket (calendar year) ⁽²⁾	Individual \$2,500 Family \$5,000	Individual \$2,500 Family \$6,000	Individual \$5,000 Family \$10,000	Individual \$2,500 Family \$5,000	Individual \$2,500 Family \$5,200	Individual \$4,000 Family \$8,000	Individual \$4,500 Family \$9,000
Physician Services	Preventive Care Office Visits Diagnostic (Non-routine) X-Ray Diagnostic (Non-routine) Labs Routine Eye Exam (every year) Chiropractic Services Urgent Care Center	\$0 \$30 / \$60 Deductible then 20% \$0 \$60 Deductible then 20% \$60	Deductible then 40% Deductible then 40% Deductible then 40% Deductible then 40% Deductible then 40% Deductible then 40%	\$0 \$30 / \$60 Deductible then 20% \$0 \$60 Deductible then 20% \$60	Deductible then 20% Deductible then 20% Deductible then 20% Deductible then 20% Deductible then 20% Deductible then 20%	Deductible then 40% Deductible then 40% Deductible then 40% Deductible then 40% Deductible then 40% Deductible then 40%	\$0 \$30 / \$60 \$0 \$0 \$10 \$0 \$60
Hospital Services	Inpatient Care Outpatient Surgery and Services High Tech Diagnostics Ambulance*	Deductible then 20% Deductible then 20% Deductible then 20% Deductible then 20%	Deductible then 40% Deductible then 40% Deductible then 40% Deductible then 40%	Deductible then 20% Deductible then 20% Deductible then 20% Deductible then 20%	Deductible then 20% Deductible then 20% Deductible then 20% Deductible then 20%	Deductible then 40% Deductible then 40% Deductible then 40% Deductible then 40%	30% 30% \$200 \$0
Emergency Room	Deductible	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 20%	Deductible then 40%	\$200
Prescription Drugs	Level 1 Level 2 Level 3 Mail Order (102 Day Supply)	\$12 \$35 \$60 2X Copays	Copay then 50% Copay then 50% Copay then 50% Not covered	Deductible then 20% Deductible then 20% Deductible then 20% Deductible then 20%	Deductible then 20% Deductible then 20% Deductible then 20% Deductible then 20%	Copay then 50% Copay then 50% Copay then 50% Not covered	\$12 \$35 \$60 2X Copays
RATES	43.7% of Membership		51.9% of Membership		4.4% of Membership		
Coverage Tier	Current	Renewal (+2.2%)	Current	Renewal (+2.2%)	Current	Renewal (+2.2%)	
Employee Only	\$358.35	\$366.15	\$412.56	\$421.54	\$447.14	\$456.87	
Employee + One	\$867.19	\$886.06	\$998.54	\$1,020.26	\$1,082.25	\$1,105.79	
Employee + Family	\$1,279.26	\$1,307.09	\$1,471.58	\$1,503.59	\$1,594.95	\$1,629.65	

Note: This is only a summary. Please refer to the booklet/certificate for specific details. If a conflict arises, the booklet/certificate will govern in all cases.

(1) Family deductible is embedded. An individual covered in a family will not pay more than the individual deductible.

(2) Out-of-pocket amount includes deductible, coinsurance, and medical copays. PPO and HMO plans will begin including pharmacy copays effective 1/1/15.

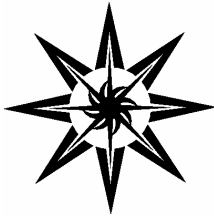
Includes \$10,000 wellness
Includes Value Based Drug Benefits for Diabetes and Coronary Artery Disease
\$75,000 pooling point
Maximum Refund Agreement

*\$500 per trip ambulance benefit changing to 147% of Medicare Allowable payment

To maintain the current OOP maximums on the traditional HMO and PPO plans: 1.75% increase to above rates.

Includes ACA Taxes as follows:

- 1) Health Insurance Excise Tax: 3.4% of premium. (Estimated at \$32,645)
- 2) PCOR Fee: \$2 per member per year. (Estimated at \$412)
- 3) Reinsurer Fee: \$3.67 per member per month. (Estimated at \$9,072)



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 6, 2014

Council Meeting Date: October 6, 2014

COU2014-40 CONSIDER DESIGN AGREEMENT WITH AFFINIS CORPORATION FOR THE DESIGN OF THE 78TH STREET FEASIBILITY STUDY.

RECOMMENDATION

Move to approve the design agreement with Affinis Corporation for the design of the 78th Street Feasibility Study in the amount of \$26,536.00.

BACKGROUND

It has been brought to the attention of City staff that the property at 4505 West 78th Street experiences flooding of the house repeatedly in less than 25-year (4%) storm events. The purpose of this feasibility study is to determine if the flooding is occurring solely at this property and identify two to three high-level solutions, including opinions of probable construction cost. Another component of the study is to determine the City's opportunity to apply for and receive Johnson County Stormwater Management Program (SMP) funding.

This agreement has two phases. Phase 1 is the feasibility study described above and Phase 2 is a preliminary engineering study that will only be implemented if it is determined in the first phase that the project meets the criteria of the SMP.

The SMP partners with Johnson County cities to fund the planning, design and construction of projects to alleviate flooding and improve water quality issues from the broad countywide level of the watershed. The SMP provides cities with 75 percent of funding for eligible projects, using a countywide sales tax. A preliminary engineering study (PES) is submitted through this program to the Johnson County Stormwater Management Advisory Council (SMAC) for consideration of funding.

Affinis Corporation is the City's construction administration consultant for 2014, 2015, and 2016.

FUNDING SOURCE

Funding is available for design utilizing 2014 Drainage Funds.

RELATED TO VILLAGE VISION

CFS3. a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.

ATTACHMENTS

1. Design Agreement with Affinis

PREPARED BY

Melissa Prenger, Senior Project Manager

September 29, 2014

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DRAINAGE DESIGN SERVICES

Of

78ST0001 - 78TH STREET FEASIBILITY STUDY

THIS AGREEMENT, made at the Prairie Village, Kansas, this ___ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, and Affinis Corp, a corporation with offices at 7401 West 129th 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 feasibility report and preliminary engineering study (if warranted & authorized) for 78ST0001 - 78TH Street Feasibility Study, hereinafter called the “**Project**”,

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

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

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

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.

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.

4505 W. 78th Street Site

The property at 4505 W. 78th Street experiences flooding of the house repeatedly in less than 25-year (4%) storm events. The purpose of this feasibility study is to determine if the flooding is occurring solely at this property and identify two to three high-level solutions, including opinions of probable construction cost. Another component of the study is to determine the City's opportunity to apply for and receive Johnson County stormwater management program (SMP) funding.

During the feasibility study, our intention is to complete a simple evaluation of realistic alternatives with enough detail that city staff can make an informed decision. Based on the feasibility study the design path will be determined. The decision point requiring additional survey and design will be based on the decision made after the feasibility study. Affinis offers the following scope of work in a phased approach.

Affinis will provide the following services:

1. Feasibility Study:
 - 1.1. Kickoff meeting with City Staff
 - a) Affinis will provide meeting minutes
 - 1.2. Document collection and analyze the existing system.

- a) Record drawings for existing storm sewer systems and detention systems within the project limits, including any previous drainage studies that have been completed. Provided by the City.
 - b) The Brush Creek Watershed and accompanying GIS data for the watershed area and current aerial photo. Provided by the City.
 - c) Records of previous drainage complaints within the study limits. Provided by the City.
 - d) Utility mapping and records of existing facilities, including sanitary sewer record drawings. Obtained by the Consultant from the utility companies.
 - e) Conduct a visual evaluation of the existing storm sewer system and pavement for drainage patterns and function of the system.
 - f) Perform topographic field survey to gather low-opening elevations and swale/yard cross-sections at 4505 W. 78th Street. Obtain plat information available on the Johnson County AIMS website to establish existing property, right-of-way and recorded easement lines in the project areas. Obtained by the Consultant.
- 1.3. Evaluate solutions to mitigate flooding and improve storm sewer system performance. The solutions will consider the 10-year (10%) and 100-year (1%) storm events.
- a) Individual property improvements, with minimal public storm sewer improvements.
 - b) Public storm sewer system improvements for the neighborhood.
- 1.4. Prepare Opinion of Probable Construction Cost (OPCC) for each solution.
- 1.5. Determine eligibility for SMP funding. If the project is eligible for SMP funding, Task II of this scope will be performed at the direction of the City.
- 1.6. Meeting with City Staff to review solutions.
- a) Affinis will provide meeting minutes
- 1.7. Prepare a report which includes:
- a) Executive summary identifying a preferred solution.
 - b) Exhibit for each solution showing the proposed improvements
 - c) OPCC for each solution.

2. Preliminary Engineering Study (PES) (if warranted and authorized):

The basic scope of services for the Preliminary Engineering Study is as follows:

- 2.1. Distribute flooding questionnaire to adjacent property owners and review responses.
- 2.2. Attend two project meetings. Meetings will review project scope, progress, design items. Meeting minutes will be prepared.
- 2.3. Review all available plans, previous studies, and pertinent information regarding the Project, including a review of the Johnson County Stormwater Management Policy.
- 2.4. Make field investigations as required to define Project construction needs, limits, alignment, nature and extent of proposed Project. If necessary, solicit input from property owners that field investigations reveal may have a drainage issue. Perform additional field survey of key areas and utilities.

- 2.5. Prepare a report containing schematic layouts, sketches and conceptual design criteria. The report will follow the Johnson County Stormwater Management requirements. The report format is outlined in Section 2.9 of this document.
- 2.6. Prepare an opinion of probable cost for each solution by detailing typical construction pay items, engineering costs, utility relocation and pertinent other costs, such as acquisition of land and easements. Add to the total of construction, engineering and other costs a contingency of 20 percent.
- 2.7. Schedule and attend coordination meeting with upstream and downstream cities. Distribute draft PES for their review and comment. Allow 30 day review period.
- 2.8. Submit report to Johnson County.
 - a) Provide one hard copy of the report, one reproducible copy of any plan or drawing, and one electronic copy of any report and of the plan or drawing to the City.

2.9 Johnson County Stormwater Program Requirements

The following format and requested information is required by the Johnson County Stormwater Management Program.

I. Project Overview

- A. Flood Problem Rating Table - Include the following information originally provided to the Johnson County Stormwater Program Manager when the City requested consideration for funding of the PES.
- B. Background - Provide a brief description of the location, purpose, and scope of the project. Include the street location and identify the cities that are involved. Describe the potential impacts on cities upstream and downstream from the project.
- C. Existing Conditions - Describe the watershed, major drainage-way, drainage structures, and flow constrictions. Summarize the following problems in the area and identify streets that are affected by the current drainage conditions. Summarize other pertinent information such as soil types, depth to bedrock, utilities, rights-of-way, and easement information applicable to the proposed project.
- D. Standards - Identify applicable design and construction standards including current Program- adopted standards and specifications as well as other governing regulations (i.e. city, state, etc.) Note that the minimum standards to be met are the current Program-adopted standards and specifications.
- E. Utility Contacts - Identify utility contacts; at a minimum, the following utility companies should be included:
 1. Electric
 2. Gas
 3. Cable TV
 4. Telephone/Communications
 5. Water
 6. Sanitary Sewer
- F. Permits - Summarize Federal, State, and local permitting requirements, if any, for the proposed project.

- G. Conformance with Watershed Studies - Determine whether the project is within the study area of the Johnson County Watershed studies, and if so, explain how the project's hydrologic and hydraulic calculations are consistent with the results of the watershed study.
- II. Summary of Findings
- A. Projects Limits - Describe the location and extent of the proposed improvement project and its impacts both upstream and downstream. Establish whether or not the project is located within the study limits of the Johnson County watershed studies
 - B. Hydrology and Hydraulics -
 - 1. Hydrology Analysis - Provide detailed information on the hydrologic analysis methods, explain the basis for selected approach, and develop existing and proposed runoff flow rates for design return intervals at required and logical locations in the drainage area. Include the hydrologic parameters used for the runoff computations, including but not limited to design storm, runoff coefficients, curve numbers, percent imperviousness, time of concentration, rainfall intensity, and rainfall hyetograph. If the project is located within the study limits of the Johnson County, Kansas watershed studies, the PES design flow rates shall match or exceed the 1-percent storm future conditions flow rates presented in the watershed study. If it is determined that the flow rates in the watershed study are not reasonable, a written narrative must be included that clearly explains the reason for revising the flow rates and the methods used in developing the revised flow rates.
 - 2. Hydraulic Analysis - Provide detailed information on the hydraulic analysis methods, explain the basis for the selected approach, and develop existing and proposed hydraulic grade lines for the controlling return interval at each hydraulic structure, enclosed pipeline, and open channel.
 - C. Field Investigations - Describe the results of field work performed, including surveying, geotechnical investigations, etc.
 - D. Improvement Alternatives - The PES shall include at least three improvement alternatives. The first alternative must consider acquisition of all flood-prone building and must provide an overall solution that meets or exceeds the current Program-adopted standards and specifications. The remaining two alternatives must provide a level of protection similar to the first alternative. If the City believes that the infrastructure or buildings cannot be reasonably or feasibly protected without and expenditure of funds that would significantly exceed the anticipated benefit, an additional alternative can be presented that does not meet the current Program-adopted standards and specifications. In this case only, the standards cannot be met must be identified and the extent of "non-compliance" must be clearly explained and discussed.
 - 1. Description of Alternatives (repeat this section for each alternative evaluated) - Summarize the following items for each alternative evaluated. Also include other pertinent information to the alternative.
 - a. Facilities. Describe the existing conveyance of facilities included as part of the alternative.
 - b. Road/Traffic. Describe any modifications to existing roads. Also describe traffic control during construction.

- c. Utilities. Identify potential utility relocations based on discussions with the utility companies.
- d. Rights-of-Way/Easements. Describe required changes to existing Rights-of-way and easements.
- e. Preliminary Drawings. Develop drawings in adequate detail to estimate opinions of probable cost which can be used for comparison of cost.

III. Recommendations

- A. Evaluation of Alternatives - List the advantages and disadvantages of each alternative evaluated.
- B. Recommend Alternatives - Describe the recommended alternative, including the type of improvements, project limits, and project benefits. Develop a work schedule for completing the design phase and estimate the duration of the construction phase. If the recommended alternative does not meet the Program-adopted standards and specifications, clearly explain why they are not being met and include a statement acknowledging the need for a waiver for the design and construction project.

IV. Acceptance by cities within upstream and downstream limits of project

- A. Include correspondence from cities within upstream and downstream impact limits accepting the PES recommendations.

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:

Feasibility Study	November 17, 2014
PES (if warranted & authorized)	December 8, 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:

Feasibility Study	\$ <u>14,228.00</u>
PES (if warranted & authorized)	\$ <u>12,308.00</u>
Total Fee	\$ <u>26,536.00</u>

B. **Invoices** The compensation will be invoiced by phase, detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and the Direct Non-Salary Costs.

C. **Direct Non-Salary Costs** The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.

D. **Monthly Invoices** All invoices must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred and description of work accomplished.

E. **Fee Change** The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Change Order will be for major changes in scope, time or complexity of Project.

Article VI General Provisions

A. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.

B. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

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

D. **Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

E. **Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:

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

Kristen E. Leathers, PE

Address for giving notices:

Affinis Corp
7401 West 129th 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



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 6, 2014
Council Meeting Date: October 6, 2014

COU2014-41 CONSIDER DESIGN AGREEMENT WITH AFFINIS CORPORATION FOR THE DESIGN OF THE 84TH TERRACE AND REINHARDT PRELIMINARY ENGINEERING STUDY.

RECOMMENDATION

Move to approve the design agreement with Affinis Corporation for the design of the 84th Terrace and Reinhardt Preliminary Engineering Study in the amount of \$21,958.00.

BACKGROUND

It has been brought to the attention of City staff that the area of 84th Terrace and Reinhardt experiences occasional flooding of homes and routine nuisance flooding of yards, driveways, and street during storm events such as the event which occurred on August 7, 2014.

The Johnson County Stormwater Management Program (SMP) partners with Johnson County cities to fund the planning, design and construction of projects to alleviate flooding and improve water quality issues from the broad countywide level of the watershed. The SMP provides cities with 75 percent of funding for eligible projects, using a countywide sales tax. A preliminary engineering study (PES) is submitted through this program to the Johnson County Stormwater Management Advisory Council (SMAC) for consideration of funding. A PES is one of the first steps to determine the solution for stormwater flooding concerns. The PES investigates feasible solutions while balancing costs.

This agreement will develop the PES for the area of 84th Terrace and Reinhardt, specifically bounded by Mission Road to the west, Reinhardt to the east, 84th Terrace to the south and 83rd Terrace to the north.

Affinis Corporation is the City's construction administration consultant for 2014, 2015, and 2016.

FUNDING SOURCE

Funding is available for design utilizing 2014 Drainage Funds.

RELATED TO VILLAGE VISION

CFS3. a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.

ATTACHMENTS

1. Design Agreement with Affinis

PREPARED BY

Melissa Prenger, Senior Project Manager

September 29, 2014

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

84TE0001 - 84th TERRACE & REINHARDT
PRELIMINARY ENGINEERING STUDY

THIS AGREEMENT, made at the Prairie Village, Kansas, this ___ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, and Affinis Corp, a corporation with offices at 7401 West 129th 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 84TE0001 - 84th Terrace & Reinhardt Preliminary Engineering Study, hereinafter called the “**Project**”,

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

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

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

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.

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.

84th Terrace & Reinhardt Drive Site

The area east of Mission Road, along W. 84th Terrace, W. 84th Street, W.83rd Terrace and Reinhardt Drive experiences street, structure and yard flooding periodically. The City has received multiple resident/property owner complaints regarding the flooding. This scope of services is to prepare a Preliminary Engineering Study (PES) for submittal to the Johnson County Stormwater Management Advisory Council (SMAC) for consideration to receive Stormwater Management Program (SMP) funding for this area.

1. Preliminary Engineering Study (PES)

The basic scope of services for the Preliminary Engineering Study is as follows:

- 1.1. Distribute flooding questionnaire to adjacent property owners and review responses. Questionnaires will be distributed to property owners/residents in the neighborhood bounded by Mission Road, W. 84th Terrace, Reinhardt Drive and W. 83rd Terrace.
- 1.2. Attend two project meetings. Meetings will review project scope, progress, design items. Meeting minutes will be prepared.
- 1.3. Review all available plans, previous studies, and pertinent information regarding the Project, including a review of the Johnson County Stormwater Management Policy.

- 1.4. Make field investigations as required to define Project construction needs, limits, alignment, nature and extent of proposed Project. If necessary, solicit input from property owners that field investigations reveal may have a drainage issue. Perform additional field survey of overflow swales with flooding, low openings, and utilities.
- 1.5. Prepare a report containing schematic layouts, sketches and conceptual design criteria. The report will follow the Johnson County Stormwater Management requirements. The report format is outlined in Section 2 of this document.
- 1.6. Prepare an opinion of probable cost for each solution by detailing typical construction pay items, engineering costs, utility relocation and pertinent other costs, such as acquisition of land and easements. Add to the total of construction, engineering and other costs a contingency of 20 percent.
- 1.7. Schedule and attend coordination meeting with upstream and downstream cities. Distribute draft PES for their review and comment. Allow 30 day review period.
- 1.8. Submit PES report to Johnson County.
 - a) Provide one hard copy of the report, one reproducible copy of any plan or drawing, and one electronic copy of any report and of the plan or drawing to the City.

2 Johnson County Stormwater Program Requirements

The following format and requested information is required by the Johnson County Stormwater Management Program.

I. Project Overview

- A. Flood Problem Rating Table - Include the following information originally provided to the Johnson County Stormwater Program Manager when the City requested consideration for funding of the PES.
- B. Background - Provide a brief description of the location, purpose, and scope of the project. Include the street location and identify the cities that are involved. Describe the potential impacts on cities upstream and downstream from the project.
- C. Existing Conditions - Describe the watershed, major drainage-way, drainage structures, and flow constrictions. Summarize the following problems in the area and identify streets that are affected by the current drainage conditions. Summarize other pertinent information such as soil types, depth to bedrock, utilities, rights-of-way, and easement information applicable to the proposed project.
- D. Standards - Identify applicable design and construction standards including current Program- adopted standards and specifications as well as other governing regulations (i.e. city, state, etc.) Note that the minimum standards to be met are the current Program-adopted standards and specifications.
- E. Utility Contacts - Identify utility contacts; at a minimum, the following utility companies should be included:
 1. Electric
 2. Gas
 3. Cable TV
 4. Telephone/Communications

- 5. Water
- 6. Sanitary Sewer

- F. Permits - Summarize Federal, State, and local permitting requirements, if any, for the proposed project.
- G. Conformance with Watershed Studies - Determine whether the project is within the study area of the Johnson County Watershed studies, and if so, explain how the project's hydrologic and hydraulic calculations are consistent with the results of the watershed study.

II. Summary of Findings

- A. Projects Limits - Describe the location and extent of the proposed improvement project and its impacts both upstream and downstream. Establish whether or not the project is located within the study limits of the Johnson County watershed studies
- B. Hydrology and Hydraulics -
 - 1. Hydrology Analysis - Provide detailed information on the hydrologic analysis methods, explain the basis for selected approach, and develop existing and proposed runoff flow rates for design return intervals at required and logical locations in the drainage area. Include the hydrologic parameters used for the runoff computations, including but not limited to design storm, runoff coefficients, curve numbers, percent imperviousness, time of concentration, rainfall intensity, and rainfall hyetograph. If the project is located within the study limits of the Johnson County, Kansas watershed studies, the PES design flow rates shall match or exceed the 1-percent storm future conditions flow rates presented in the watershed study. If it is determined that the flow rates in the watershed study are not reasonable, a written narrative must be included that clearly explains the reason for revising the flow rates and the methods used in developing the revised flow rates.
 - 2. Hydraulic Analysis - Provide detailed information on the hydraulic analysis methods, explain the basis for the selected approach, and develop existing and proposed hydraulic grade lines for the controlling return interval at each hydraulic structure, enclosed pipeline, and open channel.
- C. Field Investigations - Describe the results of field work performed, including surveying, geotechnical investigations, etc.
- D. Improvement Alternatives - The PES shall include at least three improvement alternatives. The first alternative must consider acquisition of all flood-prone building and must provide an overall solution that meets or exceeds the current Program-adopted standards and specifications. The remaining two alternatives must provide a level of protection similar to the first alternative. If the City believes that the infrastructure or buildings cannot be reasonably or feasibly protected without an expenditure of funds that would significantly exceed the anticipated benefit, an additional alternative can be presented that does not meet the current Program-adopted standards and specifications. In this case only, the standards cannot be met must be identified and the extent of "non-compliance" must be clearly explained and discussed.
 - 1. Description of Alternatives (repeat this section for each alternative evaluated) - Summarize the following items for each alternative evaluated. Also include other pertinent information to the alternative.

- a. Facilities. Describe the existing conveyance of facilities included as part of the alternative.
- b. Road/Traffic. Describe any modifications to existing roads. Also describe traffic control during construction.
- c. Utilities. Identify potential utility relocations based on discussions with the utility companies.
- d. Rights-of-Way/Easements. Describe required changes to existing Rights-of-way and easements.
- e. Preliminary Drawings. Develop drawings in adequate detail to estimate opinions of probable cost which can be used for comparison of cost.

III. Recommendations

- A. Evaluation of Alternatives - List the advantages and disadvantages of each alternative evaluated.
- B. Recommend Alternatives - Describe the recommended alternative, including the type of improvements, project limits, and project benefits. Develop a work schedule for completing the design phase and estimate the duration of the construction phase. If the recommended alternative does not meet the Program-adopted standards and specifications, clearly explain why they are not being met and include a statement acknowledging the need for a waiver for the design and construction project.

IV. Acceptance by cities within upstream and downstream limits of project

- A. Include correspondence from cities within upstream and downstream impact limits accepting the PES recommendations.

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:

Preliminary Engineering Study

December 19, 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:

Total Fee	\$ <u>21,958.00</u>
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- 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;
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 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.
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- J. Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- K. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- M. Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to item by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- O. Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- P. Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

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

Kristen E. Leathers, PE

Address for giving notices:

Affinis Corp
7401 West 129th 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

Communications Work Group Report

Prairie Village City Council

September 15, 2014

Attendance: Councilman Dan Runion, Quinn Bennion, Kate Gunja, Joyce Hagen, Councilman Terrence Gallagher (facilitated)

Objective: Evaluate Council Request and provide recommendation for discussion regarding Proposal;” Introduce Video and Audio recording of meetings help by City Council and Committee of the Whole for the purpose to extend the opportunity for more citizen involvement and participation at council meetings.”

Given

- Agendas of Committee of the Whole and City Council are available 5 days prior to meeting.
- Council Action Summary is usually posted 48 hours of meeting?
- Minutes approved at Council meetings from the prior meeting are posted within 24 hrs. Those on the subscription system receive an email advising of the posting. There are currently 536 subscribers.
- Council chambers has the ability to Record meetings
- City Clerk currently records meetings when information and dialogue requires review for completeness of information. Audio files are deleted after transcription when used for this purpose.
- Provisions are made for handicap accessibility (large font minutes, MP3 files when requested in advance, to date no requests made for audio or video accommodation)
- Sound pick up on current recording system is challenged and frustrating to listen to.
- Current Sound system quality is designed for reporting purpose. Not audio / video recording quality.
- Current camera system intent is for presentation purposes only; work with a table and be an overhead projector.
- Attached matrix compiles surrounding communities’ engagement with recording.

5 Options evaluated:

1. Leave status quo
2. Audio only recording, with opportunity to convert to action minutes
3. Audio and Video recording with action item web Posting
4. Video Web Posting in entirety
5. Video Streaming to the Web.

Council actions required to accommodate

- Upgrade microphone system; *capital expense*
- Purchase and install video system; *capital expense*
- Purchase or lease software to edit and distribute collected data; *capital expense*
- Repurpose Current city personnel resources or hire additional resources to accommodate distribution of information compiled in addition to data retention (internal or external); *repurpose city priorities and possible capital expense*

Communications Work group evaluation of surrounding community use of Audio/ Video recording

10/6/2014

City	Provide Recordings?	Type	Comments
Gardner	No		No recordings found available on website, copy of agendas/ minutes only
Lenexa	No		No recordings found available on website, copy of agendas/ minutes only
Merriam	No		No recordings found available on website, copy of agendas/ minutes only
Mission	No		No recordings found available on website, copy of agendas/ minutes only
Mission Hills	No		No recordings of city council meetings available on website; agendas/minutes only. * Website contains media center, but videos are from several years ago and related to a planning meeting
Overland Park	No/ yes	Video-DVD	Recordings not available on website; Audio files deleted 60 days after acceptance of written minutes, for a \$1 fee, DVD is available upon request durring 60 day period prior to acceptance of minutes.
Leawood	No/ yes	Video only	Recordings not available on website; Audio files dealeated upon acceptance of written minuites. For a \$25 Fee and upon request Video recording of City Meetings are available for media/ resident use. Video files dealeated after 6 mos.
Fairway	Yes	Audio	Formatted as PDF of agenda w/ links to audio out takes via web
Roeland Park	Yes	Audio	Included on same page as agendas and minutes; must download .wma file via website
Shawnee	Yes	Audio	Included w/ agendas and minutes via web. Live stream of council meetings also available.
Olathe	Yes	Video-Webcast	Included along with agendas and minutes with dedicated web archive

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
October 06, 2014
7:30 PM**

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

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

By Staff

- 1. Approve City Council minutes of September 15, 2014.
- 2. Ratify the Mayor's appointment of Kellie O'Toole to the Prairie Village Parks and Recreation Committee
- 3. Authorize the Mayor to execute the following proclamations: Breast Cancer Awareness Month - October 2014, Indian Hills Junior High/Middle School 60th Celebration - October 10-24, 2014, and Lights on Afterschool Day - October 23, 2014
- 4. Approve the purchase of a replacement 4X4 pickup truck from Shawnee Mission Ford for \$32,936.00 and the disposal of Asset #1461 by auction.
- 5. Approve the agreement with the Mid-America Regional Council (MARC) for funding operations of Operation Green Light Traffic Control Systems (OGL) in Prairie Village for 2015 and 2016 in the amount of \$10,800.00.

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

Council Committee of the Whole

COU2014-40 Consider the design agreement with Affinis Corporation for the design of the 78th Street Drainage Feasibility Study

COU2014-41 Consider the design agreement with Affinis Corporation for the design of the 84th Terrace and Reinhardt Drainage Preliminary Engineering Study

Planning Commission

PC2014-04 Consider Amendments to Zoning Ordinances
Chapter 19.33 Regarding Improvements to Existing Wireless
Communications Facilities
PC2014-05 Consider Ordinance Revisions to Chapter 19.46
"Off Street Parking Requirements and Chapter 19.02
Definitions"

- VIII. STAFF REPORTS
- IX. OLD BUSINESS
- X. NEW BUSINESS
- XI. ANNOUNCEMENTS
- XII. ADJOURNMENT

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

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

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

October 6, 2014

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
SEPTEMBER 15, 2014**

The City Council of Prairie Village, Kansas, met in regular session on Monday, September 15, 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, Jori Nelson, Ruth Hopkins, Steve Noll, Eric Mikkelson, Andrew Wang, Laura Wassmer, Brooke Morehead, Dan Runion, Courtney McFadden, Ted Odell and Terrence Gallagher.

Also present were: Wes Jordan, Chief of Police; Keith Bredehoeft, Director of Public Works; Katie Logan, City Attorney; Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk.

Mayor Shaffer led those present in the Pledge of Allegiance.

PRESENTATION

Presentation of Public Safety Awards

Chief Wes Jordan presented to Officers Joel Colletti and John Shipman the Department's Lifesaving Award for their actions in response to a vehicle crash on West 79th Street early the morning of April 21st where they encountered a pickup truck engulfed in flames so intense that they could not see inside the passenger compartment. They quickly deployed Code Fire equipment to extinguish the fire. Following extrication by the fire department, they removed the severely burned driver

from the vehicle. Both officers were recognized for their actions by those present. Chief Jordan noted this was the second Lifesaving Award received by Officer Colletti.

PUBLIC PARTICIPATION

William Brockman, 4303 West 77th Terrace, noted there is a walled planter which runs some 60 feet along the eastern sidewalk from the home plate area of the baseball diamond on Delmar to the park entrance. The planter is topped with bare dirt, rocks and weeds. He would like to see some sod or ground cover planted. Mr. Brockman stated he sent this message by e-mail to his Council representatives and received no response, so he then hand delivered a letter to City Hall for the Mayor, but has received no response. He has waited several weeks and still no response. He feels this is unacceptable.

Mayor Shaffer responded he did receive his letter and forwarded to the Public Works Director for action. Keith Bredehoeft, the city's Public Works Director, replied that the city is working with the school district to address the problem. He apologized for not advising Mr. Brockman of their actions and agreed that this issue should have been addressed several weeks ago.

Council member Brooke Morehead responded that she had not received Mr. Brockman's e-mail and wished he had called her.

Chuck Dehner, 4201 West 68th Terrace, spoke to the comments made by John Anderson regarding the lack of participation at City Council meetings. He noted that he had attended several meetings and addressed the Council; however, like Mr. Brockman, the City has not responded. Mr. Dehner restated his concerns with the CID approved for the Prairie Village Shopping Center, particularly as it relates to reimbursement for the

construction of a new building for the owners and the lack of process followed in the approval of the conditional use permit for the drive-thru and the Mission Lane Improvements.

Mr. Dehner noted that the City Council will be asked to approve the transfer of the CID from its current owner to a new owner. He voiced his on-going concern with the city being requested to issue bonds under the CID agreement. He urged the new Council not to continue to give away city money, but to challenge the underlying agreement and revoke the CID.

Mayor Shaffer acknowledged the presence of five scouts from Troop 98 attending the meeting as a badge requirement.

With no one else present to address the City Council public participation was closed at 7:42.

Jori Nelson expressed appreciation to the staff for the earlier delivery of the Council Packet.

CONSENT AGENDA

Ted Odell asked that item #3 be removed. Ashley Weaver moved the approval of the Consent Agenda for Monday, September 15, 2014 as amended:

1. Approve Regular Council Meeting Minutes - August 18, 2014
2. Approve Claims Ordinance #2921
3. (Removed) Approve Agreement for Building Inspection Services with Johnson County
4. Authorize the Mayor to execute Proclamation celebrating the 50th Anniversary of Tiffany Town in the Prairie Village Shopping Center and Proclaiming October 6 - 10 as Peanut Butter Week.

A roll call vote was taken with the following members voting “aye”: Weaver, Nelson, Hopkins, Noll, Mikkelson, Wang, Wassmer, Morehead, McFadden, Odell and Gallagher.

Ted Odell expressed concern with the payment of \$75 per hour for building inspection services and asked how long the city anticipated being under the agreement and how many hours per week were anticipated.

Keith Bredehoeft noted this is a temporary agreement until a new Building Official can be hired and stated that interviews were conducted last week. He cannot give an exact ending date nor an estimation of the number of hours. It will be determined by the amount of plan review that has to be conducted that current staff is unable to review.

Eric Mikkelson stated he shared Mr. Odell’s concerns but was also concerned with the language of the agreement and the lack of indemnification for the City. Katie Logan responded that she had reviewed the agreement and had raised the issue with the legal staff for Johnson County. Their response was that they were doing the city a favor and these are the terms of the agreement. She noted this is intended to be a short-term agreement. Mr. Mikkelson stated he felt the county was being unreasonable. Ms. Logan responded the City does not have the personnel on staff with the required certifications to perform the commercial reviews required for some on-going projects. Mr. Mikkelson asked if it would be possible to hire another contractor or private entity. Mayor Shaffer responded that their costs would be hired.

Dan Runion asked if the County indicated that their insurance coverage would not provide coverage. Ms. Logan responded no and that it may have coverage. Mr. Runion asked if staff had confirmed that our insurance would provide coverage. Ms. Logan stated that has been confirmed.

Laura Wassmer stated that unless there is reason to question the availability and qualifications of the county staff, she does not have any problem approving this agreement.

Ruth Hopkins stated the city cannot hold up on-going building projects for an indeterminate time

Andrew Wang asked Ms Logan for an explanation of "sovereign immunity".

Laura Wassmer moved the City Council approve the Agreement for Building Inspection Services with Johnson County. The motion was seconded by Andrew Wang and passed by a majority vote of 8 to 4 with council members Weaver, Nelson, Mikkelson and Runion voting "nay".

MAYOR'S REPORT

Mayor Shaffer called upon Bob Harsh to present a proclamation in celebration of the 50th anniversary of Tiffany Town in the Prairie Village Shopping Center. Mr. Harsh noted his excellent employees and loyal Prairie Village residents for the success of Tiffany Town. He thanked the city for its recognition of this milestone.

Mayor Shaffer reported he represented the City at several events during the past weeks but due to the length of his list he would not review all of them. He attended the Johnson County Community College Harvest Dinner, Prairie Village Jazz Festival, Lancer Day Parade among others.

COMMITTEE REPORTS

Council Committee of the Whole

COU2014-35 Consider the adoption of the 2014 Uniform Public Offense Code for Kansas Cities, with certain changes, additions and deletions.

On behalf of the Council Committee of the Whole, Council President Ashley Weaver moved the Governing Body adopt Ordinance 2315 adopting the Uniform Public Offense Code Edition 2014 (UPOC) prepared and published by the League of Kansas Municipalities with certain sections amended, deleted and with additional and supplemental sections including revisions to 10.5(B) requiring the approval of the Chief of Police to fire firearms for ceremonial purposes and for the discharge of firearms for ceremonial purposes and for the discharge of firearms in any licensed shooting gallery or licensed shooting range. The motion was seconded by Laura Wassmer.

A roll call vote was taken with the following votes cast “aye”: Shaffer, Weaver, Hopkins, Noll, Mikkelson, Wang, Wassmer, Morehead, McFadden, Odell and Gallagher; “nay” Nelson.

COU2014-35 Consider the adoption of the 2014 Standard Traffic Ordinance for Kansas Cities, with certain changes, additions and deletions

On behalf of the Council Committee of the Whole, Council President Ashley Weaver moved the Governing Body adopt Ordinance 2316 adopting the Standard Traffic Ordinance Edition of 2014 (STO) prepared and published by the League of Kansas Municipalities with certain sections amended, deleted and with additional and supplemental sections. The motion was seconded by Laura Wassmer.

A roll call vote was taken with the following votes cast “aye”: Shaffer, Weaver, Nelson, Hopkins, Noll, Mikkelson, Wang, Wassmer, Morehead, McFadden, Odell and Gallagher.

COU2014-36 Consider Pool Painting Bids

On behalf of the Council Committee of the Whole, Council President Ashley Weaver moved the City Council approve the bid from Northeast Painting Associates,

LLC for pool painting in the amount of \$57,570. The motion was seconded by Courtney McFadden and passed unanimously.

COU2014-37 Consider Construction Administration Agreement with TranSystems for the 2014 CDBG Project

On behalf of the Council Committee of the Whole, Council President Ashley Weaver moved the City Council approve the Construction Administration Agreement with TranSystems for the 2014 CDBG Project:: RADR0001 in the amount of \$5,500. The motion was seconded by Ted Odell and passed unanimously.

COU2014-38 Consider Interlocal Agreement with the City of Leawood, Kansas for Project SODR0004: Somerset Drive - Belinder Avenue to State Line Road

On behalf of the Council Committee of the Whole, Council President Ashley Weaver moved the City Council approve the Interlocal Agreement with the City of Leawood, Kansas for Project SODR0004: Somerset Drive - Belinder Avenue to State Line Road. The motion was seconded by Brooke Morehead and passed unanimously.

Statutory Committee

Laura Wassmer reported the updating of the basic inventory and ratings of statues located within Prairie Village has been completed and given to an appraiser who did the review of Mission Hill's statues. The goal of the committee is to be able to do as much as can be done within the allotted budget. The project will continue next year with the creation of a long term plan for the maintenance, cleaning and repair of statues over the next five to ten years.

Ruth Hopkins noted the initial statutory inventory was completed many years ago as an Eagle Scout Project.

JazzFest Committee

Mayor Shaffer called upon JazzFest Committee Chairman Jack Shearer to report on the 2014 Jazz Festival. Mr. Shearer stated the festival was a success on all accounts. The weather was beautiful, the talent was awesome and although all payments and bills have not yet been received, the festival will end in the black. He thanked the Police Public Works Departments for their assistance. He expressed appreciation to the Prairie Village Post for its promotion and coverage of the event. He recognized the contributions of Jane Andrews, volunteer coordinator; Larry Kopitnik, talent coordinator; JD Kinney, merchandise/sales coordinator; city staff person Joyce Hagen Mundy and Council liaison Brooke Morehead.

Mr. Shearer announced that JD Kinney will serve as the Chairman of the JazzFest committee for the coming year. Mr. Kinney thanked Mr. Shear for his past leadership and stated that he is looking forward to continuing this acclaimed area Jazz Festival and community event.

Ruth Hopkins asked if there was any negative feedback from the admission charge. Mr. Kinney responded that it was minimal. Ms Nelson who volunteered at the event stated she did not hear any negative comments.

Brooke Morehead noted that in January 2013 the committee requested a loan of \$10,000 which was approved. Unfortunately, in November the committee reported that it would not be able to repay the loan and the Council approved the use of the loan for payment of bills and to begin the 2014 year. In August, the Council approved budgeted funding of the event at \$10,000 and the committee will have excess funds from this festival to begin planning for 2015 and secure another fabulous talent line-up.

STAFF REPORTS

Mayor Shaffer stated that staff reports were given at the earlier Council Committee of the Whole meeting.

OLD BUSINESS

Brooke Morehead asked staff to arrange for a meeting of the Committee on Committee Structure.

NEW BUSINESS

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

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Prairie Village Arts Council	09/17/2014	7:00 p.m.
Environmental/Recycle Committee	09/24/2014	7:00 p.m.
Council Committee of the Whole	10/02/2014	6:00 p.m.
City Council	10/02/2014	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present a mixed media exhibit by Gloria Hawkins and Christina Ellis mixed media exhibit in the R. G. Endres Gallery.

The Shawnee Mission Education Foundation’s fall breakfast is Thursday, September 25th at 7 a.m. at the Overland Park Convention Center (6000 College Blvd)

Prairie Village Peanut Butter Week is October 6 - 10. Please bring peanut butter to the October 6 Council Meeting or stop by City Hall the week of the collection.

The October exhibit in the R.G. Endres Gallery will be the annual State of the Arts. The reception will be held on Friday, October 10th from 6 - 8 p.m. with the awards being announced at 7:30 p.m.

Flu shots will be offered for Council Members and city employees on Wednesday, September 17th from 9 to 11 a.m. at Public Works or from 3 - 4:30 p.m. in the Multi-Purpose Room. The fee for the shot is \$13.50. Please notify Amy Hunt at 913-385-4664 if you plan to receive a shot.

ADJOURNMENT

With no further business to come before the City Council the meeting was adjourned
at 8:30 p.m.

Joyce Hagen Mundy
City Clerk



MAYOR

**Council Meeting Date: October 6, 2014
CONSENT AGENDA**

Consider Appointment to Parks & Recreation Committee

RECOMMENDATION

Mayor Shaffer requests Council ratification of the appointment of Kellie O'Toole as a Student Representative to the Prairie Village Parks & Recreation Committee with a term ending April, 2015

BACKGROUND

Kellie is a student at Shawnee Mission East and actively involved in several volunteer activities. She is anxious to bring a serve on the Parks & Recreation Committee replacing her brother Tim who previously served as a youth representative. Her volunteer application is attached.

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: September 30, 2014



**City of Prairie Village
APPLICATION TO VOLUNTEER**

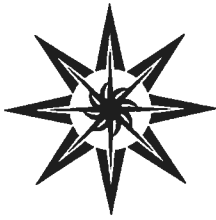
Please complete this form and return it to the City Clerk's Office, 7700 Mission Road, Prairie Village, Kansas 66208. If you have any questions, please contact the City Clerk's Office at 913-381-6464 or send an e-mail to cityclerk@pvkansas.com.

Name Kellie O'Toole Spouse's Name _____
Address ~~██████████~~ Homestead Drive PV KS Zip 66208 Ward _____
Telephone: Home ~~██████████~~ Cell ~~██████████~~ Work ~~██████████~~ Fax _____
E-mail ~~██████████~~ Other Number(s): _____
Business Affiliation Student - St. Teresa's Academy
Business Address 5600 Main Street, KCMO 64113
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 am interested in serving on the PV parks & rec board as a youth representative. I currently serve on the Kansas City Youth Court and as a volunteer at St. Luke's hospital. At school I am applying to Students Against Destructive Decision Club and ^{I am} Secretary of Peer Helpers. As a babysitter, I spend a lot of time at Prairie Village parks. Our favorites include Potter Park and McCrum Park. I think I would be a good representative because of my strong leadership skills. Thank you for ~~your~~ considering me.

Thank you for your interest in serving our community.



MAYOR

**Council Meeting Date: October 6, 2014
CONSENT AGENDA**

Consent Agenda: Consider Proclamations

RECOMMENDATION

Recommend the City Council authorize the Mayor to execute the following proclamations:

**Breast Cancer Awareness Month - October
Indian Hills Junior High/Middle School 60th Celebration - October 10 - 24
Lights on Afterschool Day - October 23, 2014**

BACKGROUND

The City joins with the Shawnee Mission Cancer Center and the Prairie Village Shops to recognize and support Breast Cancer Awareness Month during October.

Congratulations to Indian Hills Middle School on its 60th Anniversary.

The City joins with Johnson County Park & Recreation District in the national celebration of afterschool programs recognizing October 23, 2014 as "Lights On Afterschool Day".

ATTACHMENT

Proclamations

PREPARED BY

Joyce Hagen Mundy, City Clerk

Date: September 30, 2014

CITY OF PRAIRIE VILLAGE

Breast Cancer Awareness Month

WHEREAS, an estimated 234,500 new cases of invasive breast cancer in women and men were diagnosed in the United States in 2013 and an estimated 40,030 people died from the disease; and

WHEREAS, more than 2.9 million United States women with a history of breast cancer are living today; and

WHEREAS, breast cancer is the most common cancer among women, excluding skin cancer; and

WHEREAS, early detection of breast cancer is critical, as those who are diagnosed when breast cancer is in its earliest stages have an increased chance of successful treatment and, ultimately, survival; and

WHEREAS, in order to facilitate early diagnosis and prompt treatment of breast cancer, public education, awareness, and understanding of the disease is necessary; and

WHEREAS, in recognition of efforts to bring to light the importance of early breast cancer detection by the Village Shops in Prairie Village and the Shawnee Mission Cancer Center through the "Paint the Town Pink" events.

WHEREAS, in remembrance of those who have lost their lives to breast cancer, and in support of those who are currently fighting this disease, it is appropriate to designate the month of October, 2014 as "Breast Cancer Awareness Month."

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

"Breast Cancer Awareness Month"

In the City of Prairie Village in order to foster public awareness and understanding of breast cancer and encourage early detection and prompt treatment.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 25th day of September, 2014.

Mayor Ronald L. Shaffer

City Clerk

Date



CITY OF PRAIRIE VILLAGE

WHEREAS, Indian Hills Junior High first opened its doors to more than 1,000 students on September 7, 1955; and

WHEREAS, during the 2014-2015 school year, Indian Hills Middle School at 6400 Mission Road in Prairie Village will be Celebrating its 60th year of providing quality education to the youth of this community; and

WHEREAS, Indian Hills has provided exceptional educational opportunities junior high and middle school age students of Northeast Johnson County including Prairie Village, Mission Hills, Fairway, Leawood, Mission and Overland Park; and

WHEREAS, such a momentous occasion shall be duly celebrated with an Open House for the Community honoring families with two or more generations who have attended Indian Hills during those 60 years, former faculty and staff and past PTA Presidents on Friday, October 10th from 1 p.m. to 4 p.m.

NOW, THEREFORE, I, Ronald L. Shaffer, Mayor of the City of Prairie Village, do hereby proclaim October 10-24, 2014 to be

Indian Hills Junior High/Middle School 60th Celebration

IN WITNESS THEREOF, I hereunto set my hand and cause the Seal of the City of Prairie Village, Kansas to be affixed this 6th day of October, 2014.

Ronald L. Shaffer, Mayor

City Clerk

Date



CITY OF PRAIRIE VILLAGE PROCLAMATION

WHEREAS, the citizens of Prairie Village, Kansas stand firmly committed to quality afterschool programs and opportunities as they:

- Provide safe, challenging and engaging learning experiences that help children develop social, emotional, physical and academic skills
- Support working families by ensuring their children are safe and productive after the regular school day ends
- Build stronger communities by involving students, parents, business leaders and adult volunteers in the lives of young people, thereby promoting positive relationships among youth, families and adults
- Engage families, schools and community partners in advancing the welfare of our children.

WHEREAS, Johnson County Park & Recreation District has provided significant leadership in the area of community involvement in the education and well-being of our youth, grounded in the principle that quality afterschool programs are key to helping our children become successful adults.

WHEREAS, *Lights On Afterschool*, the national celebration of afterschool programs held this year on October 23, 2014, promotes the importance of quality afterschool programs in the lives of children, families and communities.

WHEREAS, more than 28 million children in the U.S. have parents who work outside the home, and 15.1 million children have no place to go after school.

WHEREAS, many afterschool programs across the country are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights.

WHEREAS, the City of Prairie Village is committed to investing in the health and safety of all young people by providing expanded learning opportunities that will help close the achievement gap and prepare young people to compete in the global economy.

THEREFORE BE IT RESOLVED that I, Ronald L. Shaffer, do hereby proclaim

October 23, 2014 as "*Lights On Afterschool Day*";

AND BE IT FURTHER RESOLVED that this mayor enthusiastically endorses *Lights On Afterschool* and commits our community to engage in innovative afterschool programs and activities that ensure the lights stay on and the doors stay open for all children after school.

Mayor Ronald L. Shaffer

City Clerk

Date





PUBLIC WORKS DEPARTMENT

Council Meeting Date: October 6, 2014
CONSENT AGENDA

CONSIDER PURCHASE OF REPLACEMENT PICKUP TRUCK AND DISPOSAL OF ASSET #1461 BY AUCTION

RECOMMENDATION

Staff recommends the City Council approve the purchase of a replacement 4X4 pickup truck from Shawnee Mission Ford for \$32,936.00 and the disposal of Asset #1461 by auction.

BACKGROUND

The 2014 Public Works Operating Budget provides for the replacement of Asset #1461, a 1997 Ford Explorer SUV. This SUV is being replaced with 4X4 pickup truck that will serve as a day to day vehicle for our field staff but will also be able to be used as a snow plow for use in parking lots and cul-de-sacs. Staff proposes to purchase the replacement pickup truck using the MACPP-Metropolitan Joint Vehicle Bid through the Mid-America Regional Council.

Truck Purchase(MARC BID)-	\$32,936.00
----------------------------------	--------------------

FUNDING SOURCE

The 2014 Public Works Operating Budget includes the purchase of this item.

RELATION TO VILLAGE VISION

TR3a. Ensure the quality of the transportation network with regular maintenance as well as efficient responses to seasonal issues such as snow removal.

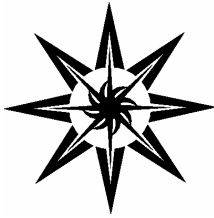
ATTACHMENTS

None

PREPARED BY

Keith Bredehoeft, Public Works Director

October 1, 2014



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 6, 2014

Council Meeting Date: October 20, 2014

CONSIDER AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEMS IN PRAIRIE VILLAGE FOR 2015 AND 2016

RECOMMENDATION

Move to approve the agreement with the Mid-America Regional Council(MARC) for funding operations of Operation Green Light Traffic Control Systems(OGL) in Prairie Village for 2015 and 2016 in the amount of \$10,800.00.

BACKGROUND

Since early 2002, we have been part of a project with the Mid-America Regional Council (MARC) to construct a regional arterial traffic signal coordination system. This coordinating system is intended to alleviate traffic congestion caused by weather, accidents or construction to improve the traffic operational efficiency, air quality and monetary savings through consolidated and coordinated operation of traffic signals along the arterial corridors. The system includes five signals on 75th Street that are Prairie Village Signals, two signals on 75th Street that are shared with Overland Park, and four signals on 95th Street that are shared with Overland Park. The attached agreement is the fourth in a series of four agreements related to OGL. These agreements are summarized below.

OGI Agreement 1(2003)-	For initial design and committed \$14,585 in City Funds
OGI Agreement 2(2006)-	For final design and construction and committed \$20,849 in City Funds.
OGI Agreement 3(2010)-	For operational costs and commits \$24,860.06 in City funds.
OGI Agreement 4-	For operational costs for 2015 and 2016 and commits \$10,800 in City Funds

This agreement is for 2 years and automatically renews for 2 additional years at the same terms and conditions of this agreement.

FUNDING SOURCE

Funding is available in the Streets Operating Account.

RELATION TO VILLAGE VISION

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

ATTACHMENTS

1. Agreement with MARC for funding of OGL's operational costs.

PREPARED BY

Keith Bredehoeft, Public Works Director

October 1, 2014

**COOPERATIVE AGREEMENT
FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT
TRAFFIC CONTROL SYSTEM**

THIS COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROLS SYSTEM (this "Agreement") is made and entered into this ____ day of _____, 2014 by and between Mid-America Regional Council (MARC) and the City of _____, Kansas, a Constitutionally Chartered Municipal Corporation (City).

WHEREAS, the Mid-America Regional Council performed a feasibility study “*Operation Green Light Feasibility Report, June 2000*” (hereafter, the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as “Operation Green Light”, for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, the Cities of Gladstone, Independence, Kansas City, Lee’s Summit, Liberty, North Kansas City, Raymore, Raytown in Missouri and the jurisdiction of the Kansas Department of Transportation, the Cities of Bonner Springs, Fairway, Lansing, Leavenworth, Leawood, Lenexa, Merriam, Mission, Mission Woods, Olathe, Overland Park, Prairie Village, Shawnee, Westwood and the Unified Government of Wyandotte County/Kansas City in Kansas (collectively, the Member Agencies); and

WHEREAS, the Strategic Plan 2013-2016 established the vision, mission, objectives and goals of the program; and

WHEREAS, improvement in traffic operational efficiency, air quality and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

WHEREAS, the Member Agencies in Kansas are authorized pursuant to the provisions of Section 12-2901 et. seq. of the Kansas Statutes Annotated, and the Member Agencies in Missouri are authorized pursuant to the provisions of Article VI, Section 9 of the Missouri Constitution and Sections 70.210 et. seq. of the Revised Statutes of Missouri to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

WHEREAS, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System; and

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, MARC and the City (collectively, the "Parties") mutually agree as follows:

Sec. 1. STATUTORY AUTHORITY. Pursuant to the authority set forth in K.S.A. Section 12-2901 et. seq., the parties enter into this Agreement for the funding of the operations of the Regional Traffic Control System, hereinafter defined, for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a regional perspective. Pursuant to such authority, the City will file for recording an executed copy of this Agreement in the appropriate county in the state of Kansas and file a copy with the Kansas

Secretary of State.

Sec. 2. DEFINITIONS. As used in this Agreement, and Exhibit 1 through Exhibit 6, attached hereto and incorporated herein, the following words shall have the meanings set forth herein:

Exhibit 1 – Steering Committee Document

Exhibit 2 – Scope of Services

Exhibit 3 – Compensation

Exhibit 4 – Insurance Requirements

Exhibit 5 – Ownership Matrix

Exhibit 6 – Concept of Operations

Communications Network – All telecommunication infrastructure between Regional Traffic Management Centers, and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

Jurisdictional Boundaries – the geographical boundaries of the governmental entities acting as political subdivisions of the states of Kansas and Missouri.

Jurisdictional Control Center – the site or location designated by the Member Agency containing various equipment, computer hardware and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

Member Agencies – Agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction and operations of the Regional Traffic Control System.

Private Firms – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2, attached hereto and incorporated herein by this reference.

Regional Traffic Control System - an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

Regional Traffic Management Center – the site or location designated by the Steering Committee containing various equipment, computer hardware and computer software capable of controlling and coordinating the Regional Traffic Control System. The Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the "TOC".

Steering Committee – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction, installation and operation of the Regional Traffic Control System and consisting of voting representatives from the Member Agencies. The membership structure and policy are set forth in Exhibit 1, attached hereto and incorporated herein by this reference.

Traffic Signal Controller – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

Sec. 3. RESPONSIBILITIES OF PARTIES.

(a) MARC. MARC shall perform or cause to be performed the services set forth in Exhibit 2, which is attached hereto and incorporated herein by this reference.

(b) City. In addition to the obligations set forth in this Agreement, City, in its capacity as a Member Agency, shall also perform all the obligations set forth in the document entitled "OGL Concept of Operations: Roles and Responsibilities", which is attached hereto as Exhibit 6 and incorporated herein by this reference. Furthermore, City shall not interfere with MARC's exercise of its obligations under this Agreement, including, but not limited to MARC's deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

Sec. 4. SHARE OF COSTS. Subject to the conditions set forth in this Agreement, the City will pay MARC an amount not to exceed **Ten Thousand, Eight Hundred and 00/100 Dollars (\$10,800.00)** representing the City's share of the cost for the maintenance and operation of the Regional Traffic Control System, as set forth in Exhibit 3, attached and incorporated herein by this reference. The "Operation Green Light Location/ Ownership Matrix" set forth in Exhibit 5 attached hereto and incorporated into this Agreement, identifies the location and ownership of the software, hardware and other components comprising the Regional Traffic Control System.

Sec. 5. SHARING INFORMATION. MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the City, and the City shall share information with MARC and the Member Agencies necessary for the on-going maintenance and operation of the Regional Traffic Control System.

Sec. 6. SEVERABILITY. Should any provision hereof for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

Sec. 7. AUTONOMY. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

Sec. 8. EFFECTIVE DATE. The effective date of this Agreement shall be upon complete execution by the Parties and written approval by the Office of the Attorney General of Kansas. In accordance with K.S.A. Section 12-2905, after receiving such written approval, the City shall file for recording a fully executed copy of this Agreement with the Register of Deeds of the

appropriate county in the state of Kansas and file a copy with the Kansas Secretary of State.

Sec. 9. TERMINATION FOR CONVENIENCE. Either party to this Agreement may terminate this Agreement by giving 180 days' notice to the other Party. Financial obligations will be honored up to the effective date of termination. An agency that terminates this agreement may no longer be granted access to the Regional Traffic Control System. Costs may be incurred by the agency terminating the agreement for MARC to uninstall or transfer ownership of network equipment owned by MARC.

Sec. 10. MERGER. This Agreement constitutes the entire agreement between City and MARC with respect to this subject matter.

Sec. 11. INDEPENDENT CONTRACTOR. MARC is an independent contractor and is not City's agent. MARC has no authority to take any action or execute any documents on behalf of City.

Sec. 12. COMPLIANCE WITH LAWS. MARC shall comply with and shall require its Private Firms to comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

Sec. 13. DEFAULT AND REMEDIES. If MARC shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving MARC written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then MARC shall commence to cure within thirty (30) days.

Sec. 14. WAIVER. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by MARC to which the same may apply and, until complete performance by MARC of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 15. MODIFICATION. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City and MARC.

Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 17. AUDIT. The City shall have the right to audit this Agreement and all books, documents and records relating thereto. MARC shall maintain all its books, documents and

records relating to this Agreement and any contract during the period of this Agreement and for three (3) years after the date of final payment of the contract or this Agreement, which ever expires last. The books, documents and records shall be made available for the City's review within fifteen (15) business days after the written request is made.

Sec. 18. AFFIRMATIVE ACTION; NON-DISCRIMINATION.

(a) MARC shall require Private Firms to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions the Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third party firm will comply with the applicable regulations of the U. S. Department of Transportation (USDOT) relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this Agreement.

(b) During the performance of this Agreement or any subcontract resulting thereof, MARC, Private Firms and all subcontractors and vendors (the Private Firms, together with all subcontractors and vendors, shall for purposes of this Section 18 be collectively referred to as the "Other Contractor Parties") shall observe the provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001, et seq.) and Title VII of the Civil Rights Act of 1964 as amended and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, national origin, age, disability, ancestry, veteran status, or low income. In all solicitations or advertisements for employees, the MARC and the Other Contractor Parties shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission"). If MARC fails to comply with the manner in which MARC reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, or if MARC is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, MARC shall be deemed to have breached this Agreement, and this Agreement may be canceled, terminated or suspended, in whole or in part, by the City.

(c) MARC shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.), as well as all other federal, state and local laws, ordinances and regulations applicable to this project, and shall furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this project and shall furnish any certification required by any federal, state or local governmental agency in connection therewith.

(d) MARC shall include the provisions of paragraphs (b) through (c) above in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

Sec. 19. ASSIGNABILITY OR SUBCONTRACTING. MARC shall not subcontract, assign or transfer any part or all of MARC's obligations or interests without City's prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC's interests or obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 20. CONFLICTS OF INTEREST. MARC shall require its Private Firms to certify that no officer or employee of City, or no spouse of such officer or employee, has or will have a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

Sec. 21. RULES OF CONSTRUCTION. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

Sec. 22. NOTICE: Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

City of Prairie Village
Attention: Keith Bredehoeft, Public Works Director
7700 Mission Road
Prairie Village, Kansas 66208

MARC
Attention: Director, Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105

Sec. 23. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the law of the State of Kansas. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Kansas within Wyandotte County, Kansas, and in no other. The parties submit to the jurisdiction of the courts of the State of Kansas and waive venue.

Sec. 24. GENERAL INDEMNIFICATION.

(a) To the extent allowed by law and subject to the immunity and maximum liability provisions of the Kansas Tort Claims Act, MARC shall defend, indemnify, and hold harmless the City and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by MARC under this Agreement, caused by MARC, its employees, agents, subcontractors, or caused by others for whom MARC is liable. Notwithstanding the foregoing, MARC is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

(b) To the extent allowed by law and subject to the immunity and maximum liability provisions of the Kansas Tort Claims Act, City shall defend, indemnify, and hold harmless MARC and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by

City under this Agreement, caused by the City, its employees, agents, subcontractors, or caused by others for whom the City is liable. Notwithstanding the foregoing, the City is not required under this section to indemnify MARC for the negligent acts of MARC or any of its agencies, officials, officers, or employees

Sec. 25. INDEMNIFICATION BY PRIVATE FIRMS. MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services performed pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

Sec. 26. INSURANCE. MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4, which is incorporated herein by this reference; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies.

Sec. 27 INITIAL TERM; RENEWAL OF TERM. The initial term of this Agreement shall be two (2) years ("Term") unless sooner terminated in accordance with Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one additional two (2) year period (the "Renewal Term") on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew if City provides written notice to MARC of its intention not to renew within 180 days prior to the expiration of the Term.

Sec. 28. NON-APPROPRIATIONS. Notwithstanding anything to the contrary in this Agreement, in accordance with the Kansas Cash-Basis Law, specifically K.S.A. Section 10-1116b, the City is obligated only to pay the OGL Operating Costs required under this Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the City's current budget year, calendar fiscal year, or (b) funds made available from any lawfully operated revenue-producing source. City represents and warrants that each year during the term of this Agreement, its chief administration office will submit to and advocate for approval by its governing body a budget that includes amounts sufficient to pay the City's share of the OGL Operating Costs required under this Agreement. City also represents and warrants that its governing body, each fiscal year during the term of this Agreement, will fully consider and make all good faith and reasonable efforts to adopt a budget, for each successive fiscal period during the term of this Agreement, that specifically identifies amounts sufficient to permit City to discharge all of its obligations under this Agreement.

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year herein written.

MID-AMERICA REGIONAL COUNCIL

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Executive Director of Mid-America Regional Council (MARC) and that this foregoing instrument was signed and sealed on behalf of MARC by authority of its Board, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of MARC.

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

Printed Name _____
Notary Public - State of Missouri
Commissioned in Jackson County

My commission expires:

CITY OF _____, KANSAS

By: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved pursuant to K.S.A. §12-2904(g):

Office of the Attorney General of Kansas

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss
COUNTY OF _____)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the _____ of the City of _____, Kansas, and that the foregoing instrument was signed and sealed on behalf of the City of _____, Kansas, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

Printed Name _____
Notary Public - State of Kansas
Commissioned in _____ County

My commission expires:

EXHIBIT 1

OPERATION GREEN LIGHT COMMITTEE

Role, Responsibility, and Organizational Structure

- 1.1.1 *Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including: approve the program's upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC's established threshold guidelines as well as the following: amounts of \$15,000-\$25,000 shall be reported to the committee; amounts of \$25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC's Board of Directors for approval.*
- 1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;
- 1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and
- 1.2 Call upon committee members to participate in Task Force work groups as technical issues arise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.
- 1.3 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

(The following table is a current list as of September 2014.)

Participating Agency Non-Funding Agency in Bold	Membership (voting)
Bonner Springs	1
Fairway	1
FHWA – MO & KS	Ex Officio
Gladstone	1
Independence	1
Kansas City, MO	1
KCScout	Ex Officio
KDOT	1
Lansing	1
Leavenworth	1
Leawood	1
Lee's Summit	1
Lenexa	1
Liberty	1
MARC	1
Merriam	1
Mission	1
Mission Woods	1
MoDOT	1
North Kansas City	1
Olathe	1

Overland Park	1
Prairie Village	1
Raymore	1
Raytown	1
Shawnee	1
Unified Government/KCK	1
Westwood	1

Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is deposited with the United States Postal Service, postage prepaid; distributed via Facsimile; OR distributed via E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

1.4 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a one-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson's one-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson's term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating years.

1.5 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote.

Any **six** of the voting members of the Steering Committee, including at least **one** member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

All votes shall be taken and recorded in the minutes by roll call. Each member shall have the ability to recall any matter voted upon during his or her absence providing said member notifies in writing the committee chairperson or co-chairperson within 7 calendar days of when the meeting minutes are posted to the MARC website and/or delivered to committee members via email. Within 3 business days of being notified, the chairperson or co-chairperson shall collaborate with OGL staff to present the issue for a reconsideration of the vote via email to all committee members who will be asked to respond within 10 calendar days. If a response is not received by close of business on the 10th day, the member's previously cast vote shall be counted in the same manner.

EXHIBIT 2

SCOPE OF WORK

1. Project Management

The Mid-America Regional Council (MARC) will provide staff time, equipment and materials, and contract services necessary to accomplish the following project management services:

- Arrange and conduct regular Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the program;
- Arrange and conduct Technical Committee meetings as needed to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the project;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the project;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the program;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Develop and maintain project budgets and schedules;
- Develop and maintain project databases;
- Publish and distribute project documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the program.

2. Traffic Signal Timing

MARC shall coordinate with agency staff or their delegates to develop and implement, with agency approval, the requisite signal timing plans for OGL intersections

3. Operations and Maintenance

3.1. Computer Software and Databases

MARC will procure all required software and may engage a private firm or firms selected by the project Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

3.2. Computer Network

MARC will procure all required hardware and software. Any equipment (e.g. switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

3.3. Field Communications System

All field communications equipment purchased by MARC will be maintained by MARC. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

3.4. Traffic Signal Controllers

Each member agency shall be responsible for all maintenance to the traffic signal controllers. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal controllers and cabinets that have been purchased and/or installed as part of the OGL controller upgrade project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement controllers that are compatible with the OGL system should the MARC-purchased controller fail.

EXHIBIT 3
COMPENSATION

- A. The amount the City will pay MARC under this contract will not exceed **Ten Thousand, Eight Hundred and 00/100 Dollars (\$10,800.00)**. This amount represents the City share of the total project cost as shown in Table 1 of this Exhibit. City shall pay MARC, upon invoice, for the actual costs incurred for MARC on a yearly basis.

Table 1			
Operation Green Light Program			
Annual Operations Costs			
Annual Operating Cost per Signal			\$1,600
Total Agency Signals in OGL			6.75
Total Agency Unsubsidized Annual cost			\$10,800.00
Cost per Year Subsidized			
Year	Federal Percentage	Annual Cost	Local Agency Cost
2015	50%	\$10,800.00	\$5,400.00
2016	50%	\$10,800.00	\$5,400.00
Total			\$10,800.00

- B. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by MARC, City may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due City from MARC may be determined.
- C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- D. City is not liable for any obligation incurred by MARC except as approved under the provisions of this Contract.

Exhibit 4

INSURANCE REQUIREMENTS

A. MARC shall procure and maintain and shall cause any Private Firm it engages to perform services under this Agreement to procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required by the City during the term of this Agreement, MARC shall obtain and shall cause the Private Firms to obtain such additional insurance; provided, however, the cost of the additional insurance shall be paid by the City. MARC shall not accept insurance policies from any Private Firm containing a Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$500,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability
\$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with \$100,000 per claim up to \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance (only applicable for Private Firms that are design professionals or other types of professionals that can carry professional liability insurance): with limits Per Claim/Annual Aggregate according to the following schedule:

<u>Professional Liability Minimum</u>	<u>Fee Minimum Limits</u>
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Private Firms engaged by MARC shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Kansas to do business in Kansas and by the State of Missouri to do business in Missouri.

D. Regardless of any approval by MARC or the City, it is the responsibility of the Private Firms to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of a Private Firm's failure to maintain the required insurance in effect, MARC may order the Private Firm to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

EXHIBIT 5

Operation Green Light Location / Ownership Matrix

Component	Location	Purchased By	Owned By	Maintained By	Comments
Software/Firmware					
TransSuite & Associated Software	OGL TOC	MARC	MARC	MARC*	
Genetec Video System	OGL TOC	MARC	MARC	MARC*	Available for use by local agencies
Other software used by MARC staff	OGL TOC	MARC	MARC	MARC*	
Computer Hardware					
OGL TOC Servers	OGL TOC	MARC	MARC	MARC*	
OGL TOC Workstations	OGL TOC	MARC	MARC	MARC*	
Agency TOC Servers	Local Agency	Local Agency	Local Agency	Local Agency	
Agency TOC Workstations	Local Agency	Local Agency	Local Agency	Local Agency	
Field Hardware					
OGL Field Network Equipment	Field	MARC	MARC	MARC*	
Local Agency Field Network Equipment	Field	Local Agency	Local Agency	Local Agency	Extention of City network
Existing Closed-Loop fiber re-tasked to OGL Network	Field	Local Agency	Local Agency	Local Agency	OGL owns switches to manage
Traffic Signal Controllers	Field	MARC/Local Agency	Local Agency	Local Agency	OGL purchased controllers only for original build-out
OGL-purchased Closed Circuit Camera	Field	MARC	Local Agency	Local Agency	
Miscellaneous					
OGL TOC Office	MoDOT KC District	MoDOT	MoDOT	MoDOT	
OGL TOC Phone System	OGL TOC	MoDOT	MoDOT	MoDOT	
OGL TOC Office Furniture & Equipment	OGL TOC	MARC	MARC	MARC*	
OGL Vehicles & Mobile Equipment	OGL TOC	MARC	MARC	MARC*	

* MARC maintained components to be maintained by joint-funded agreement

Exhibit 6

OGL Concept of Operations: Roles and Responsibilities

Introduction

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

Signal Timing

Initial Deployment of Regional Timing Plans

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR will contract with MARC to collect traffic counts as needed.
- In conjunction with member agency staff, MARC will conduct travel-time studies and speed profile studies on the arterial prior to implementation of the timing plans
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies. At the first of these meetings the following items will be established
 - Number of timing plans and time of use (i.e., am, noon, pm, off-peaks, etc.)
 - Critical intersections of a corridor
 - An initial common corridor cycle length for each of the plans identified (i.e. am,

pm, etc.) [Note: this cycle length may need to be revisited after developing the regional timing plan.]

- The member agency will then develop the following initial parameters for individual signals maintained by the member agency for each of the timing plans to be developed, and submit them to MARC for review and incorporation into regional plans for the OGL corridor;
 - phase sequencing
 - splits
 - offsets
- MARC will develop initial splits and offsets for any remaining signals and incorporate member agency developed timing plans into regional plans for the OGL corridor.
- MARC may then incorporate the regional plans into mutually agreed upon software as needed for review by the member agencies.
- At the second meeting, MARC and the member agencies will;
 - Review the regional timing plans developed
 - Review any software models developed
 - Determine if any changes to initial timings need to be made to optimize the operation of the corridor
- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to provide signal timing plans and download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.
- In conjunction with member agency staff, MARC will conduct travel-time and speed profile studies on arterials after implementation of the optimized signal timing plans

Providing Maintenance Timing Plans

As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will field-monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency maintained traffic signals
- The member agency will develop timing plans for member agency maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization if necessary by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.

Incident Management

The member agency will work with MARC and other member agencies to identify locations along the regionally significant arterials and interstate highways where incidents are prone to happen and have major impact on traffic flow. These locations may be manually forced to run special plans when an incident is observed at the TOC. The following steps shall be followed for planned, recurring, and anticipated incident response:

- MARC and member agencies will identify incident-prone locations
- MARC will meet with affected member agencies to discuss solutions
- MARC will develop signal timing plans for the incident
- MARC will submit such plans for review by member agencies
- MARC and member agencies will jointly determine the parameters required for invoking such a plan by the TOC
- Once the plan has been invoked (when the required parameters are met) MARC will inform the affected agencies immediately
- After the incident has been cleared, MARC will put signals back on their regular plans and inform member agencies

The member agency will inform MARC about construction and roadway closures and may request signal timing plan adjustments. MARC will provide special timing plans when requested to optimize traffic flow for agency consideration and download.

Citizen Complaints

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.

Dispute Resolution

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, the dispute will be referred to the OGL Steering Committee, which will provide recommendations for resolution. Unless the responsible engineer for a member agency determines that such plans will create an unsafe condition within their jurisdiction, the member agency will implement the plans recommended by the Committee

Emergency Provisions

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work expeditiously with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

Field Communication Operation and Maintenance

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies that have the capability to maintain their own communication infrastructure may do by separate agreement with MARC.

Controller Upgrades and Work inside the Traffic Controller Cabinet

MARC will, with the applicable member agencies, upgrade traffic controllers that are incapable of communicating with the central system software. When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact. MARC will be responsible for administration and final approval of all OGL initiated construction projects. Member agencies are responsible for notifying and coordinating with OGL when undertaking traffic signal system construction projects on OGL corridors.

Technical Support for OGL Computer Network

MARC will provide technical support for the central system software and the laptop version of the central system software. MARC will also maintain the computer network hardware along with all network components such as network switches, routers, licensed and unlicensed radios, modems etc.

The Traffic Operations Center

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials. It is recommended that member agencies with traffic management centers, at a minimum, staff their centers to operate on a schedule concurrent with OGL.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 6, 2014
Council Meeting Date: October 6, 2014

COU2014-40 CONSIDER DESIGN AGREEMENT WITH AFFINIS CORPORATION FOR THE DESIGN OF THE 78TH STREET FEASIBILITY STUDY.

RECOMMENDATION

Move to approve the design agreement with Affinis Corporation for the design of the 78th Street Feasibility Study in the amount of \$26,536.00.

BACKGROUND

It has been brought to the attention of City staff that the property at 4505 West 78th Street experiences flooding of the house repeatedly in less than 25-year (4%) storm events. The purpose of this feasibility study is to determine if the flooding is occurring solely at this property and identify two to three high-level solutions, including opinions of probable construction cost. Another component of the study is to determine the City's opportunity to apply for and receive Johnson County Stormwater Management Program (SMP) funding.

This agreement has two phases. Phase 1 is the feasibility study described above and Phase 2 is a preliminary engineering study that will only be implemented if it is determined in the first phase that the project meets the criteria of the SMP.

The SMP partners with Johnson County cities to fund the planning, design and construction of projects to alleviate flooding and improve water quality issues from the broad countywide level of the watershed. The SMP provides cities with 75 percent of funding for eligible projects, using a countywide sales tax. A preliminary engineering study (PES) is submitted through this program to the Johnson County Stormwater Management Advisory Council (SMAC) for consideration of funding.

Affinis Corporation is the City's construction administration consultant for 2014, 2015, and 2016.

FUNDING SOURCE

Funding is available for design utilizing 2014 Drainage Funds.

RELATED TO VILLAGE VISION

CFS3. a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.

ATTACHMENTS

1. Design Agreement with Affinis

PREPARED BY

Melissa Prenger, Senior Project Manager

September 29, 2014

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DRAINAGE DESIGN SERVICES

Of

78ST0001 - 78TH STREET FEASIBILITY STUDY

THIS AGREEMENT, made at the Prairie Village, Kansas, this ___ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, and Affinis Corp, a corporation with offices at 7401 West 129th 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 feasibility report and preliminary engineering study (if warranted & authorized) for 78ST0001 - 78TH Street Feasibility Study, hereinafter called the “**Project**”,

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

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

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

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.

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.

4505 W. 78th Street Site

The property at 4505 W. 78th Street experiences flooding of the house repeatedly in less than 25-year (4%) storm events. The purpose of this feasibility study is to determine if the flooding is occurring solely at this property and identify two to three high-level solutions, including opinions of probable construction cost. Another component of the study is to determine the City's opportunity to apply for and receive Johnson County stormwater management program (SMP) funding.

During the feasibility study, our intention is to complete a simple evaluation of realistic alternatives with enough detail that city staff can make an informed decision. Based on the feasibility study the design path will be determined. The decision point requiring additional survey and design will be based on the decision made after the feasibility study. Affinis offers the following scope of work in a phased approach.

Affinis will provide the following services:

1. Feasibility Study:
 - 1.1. Kickoff meeting with City Staff
 - a) Affinis will provide meeting minutes
 - 1.2. Document collection and analyze the existing system.

- a) Record drawings for existing storm sewer systems and detention systems within the project limits, including any previous drainage studies that have been completed. Provided by the City.
 - b) The Brush Creek Watershed and accompanying GIS data for the watershed area and current aerial photo. Provided by the City.
 - c) Records of previous drainage complaints within the study limits. Provided by the City.
 - d) Utility mapping and records of existing facilities, including sanitary sewer record drawings. Obtained by the Consultant from the utility companies.
 - e) Conduct a visual evaluation of the existing storm sewer system and pavement for drainage patterns and function of the system.
 - f) Perform topographic field survey to gather low-opening elevations and swale/yard cross-sections at 4505 W. 78th Street. Obtain plat information available on the Johnson County AIMS website to establish existing property, right-of-way and recorded easement lines in the project areas. Obtained by the Consultant.
- 1.3. Evaluate solutions to mitigate flooding and improve storm sewer system performance. The solutions will consider the 10-year (10%) and 100-year (1%) storm events.
- a) Individual property improvements, with minimal public storm sewer improvements.
 - b) Public storm sewer system improvements for the neighborhood.
- 1.4. Prepare Opinion of Probable Construction Cost (OPCC) for each solution.
- 1.5. Determine eligibility for SMP funding. If the project is eligible for SMP funding, Task II of this scope will be performed at the direction of the City.
- 1.6. Meeting with City Staff to review solutions.
- a) Affinis will provide meeting minutes
- 1.7. Prepare a report which includes:
- a) Executive summary identifying a preferred solution.
 - b) Exhibit for each solution showing the proposed improvements
 - c) OPCC for each solution.

2. Preliminary Engineering Study (PES) (if warranted and authorized):

The basic scope of services for the Preliminary Engineering Study is as follows:

- 2.1. Distribute flooding questionnaire to adjacent property owners and review responses.
- 2.2. Attend two project meetings. Meetings will review project scope, progress, design items. Meeting minutes will be prepared.
- 2.3. Review all available plans, previous studies, and pertinent information regarding the Project, including a review of the Johnson County Stormwater Management Policy.
- 2.4. Make field investigations as required to define Project construction needs, limits, alignment, nature and extent of proposed Project. If necessary, solicit input from property owners that field investigations reveal may have a drainage issue. Perform additional field survey of key areas and utilities.

- 2.5. Prepare a report containing schematic layouts, sketches and conceptual design criteria. The report will follow the Johnson County Stormwater Management requirements. The report format is outlined in Section 2.9 of this document.
- 2.6. Prepare an opinion of probable cost for each solution by detailing typical construction pay items, engineering costs, utility relocation and pertinent other costs, such as acquisition of land and easements. Add to the total of construction, engineering and other costs a contingency of 20 percent.
- 2.7. Schedule and attend coordination meeting with upstream and downstream cities. Distribute draft PES for their review and comment. Allow 30 day review period.
- 2.8. Submit report to Johnson County.
 - a) Provide one hard copy of the report, one reproducible copy of any plan or drawing, and one electronic copy of any report and of the plan or drawing to the City.

2.9 Johnson County Stormwater Program Requirements

The following format and requested information is required by the Johnson County Stormwater Management Program.

I. Project Overview

- A. Flood Problem Rating Table - Include the following information originally provided to the Johnson County Stormwater Program Manager when the City requested consideration for funding of the PES.
- B. Background - Provide a brief description of the location, purpose, and scope of the project. Include the street location and identify the cities that are involved. Describe the potential impacts on cities upstream and downstream from the project.
- C. Existing Conditions - Describe the watershed, major drainage-way, drainage structures, and flow constrictions. Summarize the following problems in the area and identify streets that are affected by the current drainage conditions. Summarize other pertinent information such as soil types, depth to bedrock, utilities, rights-of-way, and easement information applicable to the proposed project.
- D. Standards - Identify applicable design and construction standards including current Program- adopted standards and specifications as well as other governing regulations (i.e. city, state, etc.) Note that the minimum standards to be met are the current Program-adopted standards and specifications.
- E. Utility Contacts - Identify utility contacts; at a minimum, the following utility companies should be included:
 1. Electric
 2. Gas
 3. Cable TV
 4. Telephone/Communications
 5. Water
 6. Sanitary Sewer
- F. Permits - Summarize Federal, State, and local permitting requirements, if any, for the proposed project.

- G. Conformance with Watershed Studies - Determine whether the project is within the study area of the Johnson County Watershed studies, and if so, explain how the project's hydrologic and hydraulic calculations are consistent with the results of the watershed study.
- II. Summary of Findings
- A. Projects Limits - Describe the location and extent of the proposed improvement project and its impacts both upstream and downstream. Establish whether or not the project is located within the study limits of the Johnson County watershed studies
 - B. Hydrology and Hydraulics -
 - 1. Hydrology Analysis - Provide detailed information on the hydrologic analysis methods, explain the basis for selected approach, and develop existing and proposed runoff flow rates for design return intervals at required and logical locations in the drainage area. Include the hydrologic parameters used for the runoff computations, including but not limited to design storm, runoff coefficients, curve numbers, percent imperviousness, time of concentration, rainfall intensity, and rainfall hyetograph. If the project is located within the study limits of the Johnson County, Kansas watershed studies, the PES design flow rates shall match or exceed the 1-percent storm future conditions flow rates presented in the watershed study. If it is determined that the flow rates in the watershed study are not reasonable, a written narrative must be included that clearly explains the reason for revising the flow rates and the methods used in developing the revised flow rates.
 - 2. Hydraulic Analysis - Provide detailed information on the hydraulic analysis methods, explain the basis for the selected approach, and develop existing and proposed hydraulic grade lines for the controlling return interval at each hydraulic structure, enclosed pipeline, and open channel.
 - C. Field Investigations - Describe the results of field work performed, including surveying, geotechnical investigations, etc.
 - D. Improvement Alternatives - The PES shall include at least three improvement alternatives. The first alternative must consider acquisition of all flood-prone building and must provide an overall solution that meets or exceeds the current Program-adopted standards and specifications. The remaining two alternatives must provide a level of protection similar to the first alternative. If the City believes that the infrastructure or buildings cannot be reasonably or feasibly protected without and expenditure of funds that would significantly exceed the anticipated benefit, an additional alternative can be presented that does not meet the current Program-adopted standards and specifications. In this case only, the standards cannot be met must be identified and the extent of "non-compliance" must be clearly explained and discussed.
 - 1. Description of Alternatives (repeat this section for each alternative evaluated) - Summarize the following items for each alternative evaluated. Also include other pertinent information to the alternative.
 - a. Facilities. Describe the existing conveyance of facilities included as part of the alternative.
 - b. Road/Traffic. Describe any modifications to existing roads. Also describe traffic control during construction.

- c. Utilities. Identify potential utility relocations based on discussions with the utility companies.
- d. Rights-of-Way/Easements. Describe required changes to existing Rights-of-way and easements.
- e. Preliminary Drawings. Develop drawings in adequate detail to estimate opinions of probable cost which can be used for comparison of cost.

III. Recommendations

- A. Evaluation of Alternatives - List the advantages and disadvantages of each alternative evaluated.
- B. Recommend Alternatives - Describe the recommended alternative, including the type of improvements, project limits, and project benefits. Develop a work schedule for completing the design phase and estimate the duration of the construction phase. If the recommended alternative does not meet the Program-adopted standards and specifications, clearly explain why they are not being met and include a statement acknowledging the need for a waiver for the design and construction project.

IV. Acceptance by cities within upstream and downstream limits of project

- A. Include correspondence from cities within upstream and downstream impact limits accepting the PES recommendations.

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:

Feasibility Study	November 17, 2014
PES (if warranted & authorized)	December 8, 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:

Feasibility Study	\$ <u>14,228.00</u>
PES (if warranted & authorized)	\$ <u>12,308.00</u>
Total Fee	\$ <u>26,536.00</u>

B. **Invoices** The compensation will be invoiced by phase, detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and the Direct Non-Salary Costs.

C. **Direct Non-Salary Costs** The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.

D. **Monthly Invoices** All invoices must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred and description of work accomplished.

E. **Fee Change** The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Change Order will be for major changes in scope, time or complexity of Project.

Article VI General Provisions

A. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.

B. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

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

D. **Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

E. **Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:

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

Kristen E. Leathers, PE

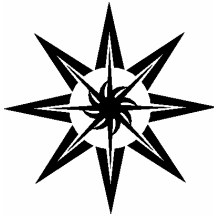
Address for giving notices:

Affinis Corp
7401 West 129th 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



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 6, 2014
Council Meeting Date: October 6, 2014

COU2014-41 CONSIDER DESIGN AGREEMENT WITH AFFINIS CORPORATION FOR THE DESIGN OF THE 84TH TERRACE AND REINHARDT PRELIMINARY ENGINEERING STUDY.

RECOMMENDATION

Move to approve the design agreement with Affinis Corporation for the design of the 84th Terrace and Reinhardt Preliminary Engineering Study in the amount of \$21,958.00.

BACKGROUND

It has been brought to the attention of City staff that the area of 84th Terrace and Reinhardt experiences occasional flooding of homes and routine nuisance flooding of yards, driveways, and street during storm events such as the event which occurred on August 7, 2014.

The Johnson County Stormwater Management Program (SMP) partners with Johnson County cities to fund the planning, design and construction of projects to alleviate flooding and improve water quality issues from the broad countywide level of the watershed. The SMP provides cities with 75 percent of funding for eligible projects, using a countywide sales tax. A preliminary engineering study (PES) is submitted through this program to the Johnson County Stormwater Management Advisory Council (SMAC) for consideration of funding. A PES is one of the first steps to determine the solution for stormwater flooding concerns. The PES investigates feasible solutions while balancing costs.

This agreement will develop the PES for the area of 84th Terrace and Reinhardt, specifically bounded by Mission Road to the west, Reinhardt to the east, 84th Terrace to the south and 83rd Terrace to the north.

Affinis Corporation is the City's construction administration consultant for 2014, 2015, and 2016.

FUNDING SOURCE

Funding is available for design utilizing 2014 Drainage Funds.

RELATED TO VILLAGE VISION

CFS3. a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.

ATTACHMENTS

1. Design Agreement with Affinis

PREPARED BY

Melissa Prenger, Senior Project Manager

September 29, 2014

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

84TE0001 - 84th TERRACE & REINHARDT
PRELIMINARY ENGINEERING STUDY

THIS AGREEMENT, made at the Prairie Village, Kansas, this ___ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, and Affinis Corp, a corporation with offices at 7401 West 129th 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 84TE0001 - 84th Terrace & Reinhardt Preliminary Engineering Study, hereinafter called the “**Project**”,

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

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

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

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.

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.

84th Terrace & Reinhardt Drive Site

The area east of Mission Road, along W. 84th Terrace, W. 84th Street, W.83rd Terrace and Reinhardt Drive experiences street, structure and yard flooding periodically. The City has received multiple resident/property owner complaints regarding the flooding. This scope of services is to prepare a Preliminary Engineering Study (PES) for submittal to the Johnson County Stormwater Management Advisory Council (SMAC) for consideration to receive Stormwater Management Program (SMP) funding for this area.

1. Preliminary Engineering Study (PES)

The basic scope of services for the Preliminary Engineering Study is as follows:

- 1.1. Distribute flooding questionnaire to adjacent property owners and review responses. Questionnaires will be distributed to property owners/residents in the neighborhood bounded by Mission Road, W. 84th Terrace, Reinhardt Drive and W. 83rd Terrace.
- 1.2. Attend two project meetings. Meetings will review project scope, progress, design items. Meeting minutes will be prepared.
- 1.3. Review all available plans, previous studies, and pertinent information regarding the Project, including a review of the Johnson County Stormwater Management Policy.

- 1.4. Make field investigations as required to define Project construction needs, limits, alignment, nature and extent of proposed Project. If necessary, solicit input from property owners that field investigations reveal may have a drainage issue. Perform additional field survey of overflow swales with flooding, low openings, and utilities.
- 1.5. Prepare a report containing schematic layouts, sketches and conceptual design criteria. The report will follow the Johnson County Stormwater Management requirements. The report format is outlined in Section 2 of this document.
- 1.6. Prepare an opinion of probable cost for each solution by detailing typical construction pay items, engineering costs, utility relocation and pertinent other costs, such as acquisition of land and easements. Add to the total of construction, engineering and other costs a contingency of 20 percent.
- 1.7. Schedule and attend coordination meeting with upstream and downstream cities. Distribute draft PES for their review and comment. Allow 30 day review period.
- 1.8. Submit PES report to Johnson County.
 - a) Provide one hard copy of the report, one reproducible copy of any plan or drawing, and one electronic copy of any report and of the plan or drawing to the City.

2 Johnson County Stormwater Program Requirements

The following format and requested information is required by the Johnson County Stormwater Management Program.

I. Project Overview

- A. Flood Problem Rating Table - Include the following information originally provided to the Johnson County Stormwater Program Manager when the City requested consideration for funding of the PES.
- B. Background - Provide a brief description of the location, purpose, and scope of the project. Include the street location and identify the cities that are involved. Describe the potential impacts on cities upstream and downstream from the project.
- C. Existing Conditions - Describe the watershed, major drainage-way, drainage structures, and flow constrictions. Summarize the following problems in the area and identify streets that are affected by the current drainage conditions. Summarize other pertinent information such as soil types, depth to bedrock, utilities, rights-of-way, and easement information applicable to the proposed project.
- D. Standards - Identify applicable design and construction standards including current Program- adopted standards and specifications as well as other governing regulations (i.e. city, state, etc.) Note that the minimum standards to be met are the current Program-adopted standards and specifications.
- E. Utility Contacts - Identify utility contacts; at a minimum, the following utility companies should be included:
 1. Electric
 2. Gas
 3. Cable TV
 4. Telephone/Communications

- 5. Water
- 6. Sanitary Sewer

- F. Permits - Summarize Federal, State, and local permitting requirements, if any, for the proposed project.
- G. Conformance with Watershed Studies - Determine whether the project is within the study area of the Johnson County Watershed studies, and if so, explain how the project's hydrologic and hydraulic calculations are consistent with the results of the watershed study.

II. Summary of Findings

- A. Projects Limits - Describe the location and extent of the proposed improvement project and its impacts both upstream and downstream. Establish whether or not the project is located within the study limits of the Johnson County watershed studies
- B. Hydrology and Hydraulics -
 - 1. Hydrology Analysis - Provide detailed information on the hydrologic analysis methods, explain the basis for selected approach, and develop existing and proposed runoff flow rates for design return intervals at required and logical locations in the drainage area. Include the hydrologic parameters used for the runoff computations, including but not limited to design storm, runoff coefficients, curve numbers, percent imperviousness, time of concentration, rainfall intensity, and rainfall hyetograph. If the project is located within the study limits of the Johnson County, Kansas watershed studies, the PES design flow rates shall match or exceed the 1-percent storm future conditions flow rates presented in the watershed study. If it is determined that the flow rates in the watershed study are not reasonable, a written narrative must be included that clearly explains the reason for revising the flow rates and the methods used in developing the revised flow rates.
 - 2. Hydraulic Analysis - Provide detailed information on the hydraulic analysis methods, explain the basis for the selected approach, and develop existing and proposed hydraulic grade lines for the controlling return interval at each hydraulic structure, enclosed pipeline, and open channel.
- C. Field Investigations - Describe the results of field work performed, including surveying, geotechnical investigations, etc.
- D. Improvement Alternatives - The PES shall include at least three improvement alternatives. The first alternative must consider acquisition of all flood-prone building and must provide an overall solution that meets or exceeds the current Program-adopted standards and specifications. The remaining two alternatives must provide a level of protection similar to the first alternative. If the City believes that the infrastructure or buildings cannot be reasonably or feasibly protected without an expenditure of funds that would significantly exceed the anticipated benefit, an additional alternative can be presented that does not meet the current Program-adopted standards and specifications. In this case only, the standards cannot be met must be identified and the extent of "non-compliance" must be clearly explained and discussed.
 - 1. Description of Alternatives (repeat this section for each alternative evaluated) - Summarize the following items for each alternative evaluated. Also include other pertinent information to the alternative.

- a. Facilities. Describe the existing conveyance of facilities included as part of the alternative.
- b. Road/Traffic. Describe any modifications to existing roads. Also describe traffic control during construction.
- c. Utilities. Identify potential utility relocations based on discussions with the utility companies.
- d. Rights-of-Way/Easements. Describe required changes to existing Rights-of-way and easements.
- e. Preliminary Drawings. Develop drawings in adequate detail to estimate opinions of probable cost which can be used for comparison of cost.

III. Recommendations

- A. Evaluation of Alternatives - List the advantages and disadvantages of each alternative evaluated.
- B. Recommend Alternatives - Describe the recommended alternative, including the type of improvements, project limits, and project benefits. Develop a work schedule for completing the design phase and estimate the duration of the construction phase. If the recommended alternative does not meet the Program-adopted standards and specifications, clearly explain why they are not being met and include a statement acknowledging the need for a waiver for the design and construction project.

IV. Acceptance by cities within upstream and downstream limits of project

- A. Include correspondence from cities within upstream and downstream impact limits accepting the PES recommendations.

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:

Preliminary Engineering Study

December 19, 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:

Total Fee	\$ <u>21,958.00</u>
------------------	----------------------------

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

Article VI General Provisions

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

risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
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.

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

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

Kristen E. Leathers, PE

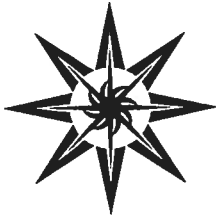
Address for giving notices:

Affinis Corp
7401 West 129th 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



PLANNING COMMISSION

Council Meeting Date: October 6, 2014

PC2014-04 Consider Amendments to Zoning Ordinances Chapter 19.33 Regarding Improvements to Existing Wireless Communication Facilities

SUGGESTED MOTION:

Move the Governing Body adopt Ordinance 2314 amending Chapter 19.33 of the Prairie Village Municipal Code, entitled "Wireless Communication Facilities" by amending Section 19.33.055 entitled "Existing Site Improvements".

BACKGROUND

At its regular meeting on August 18, 2014, the Governing Body considered the proposed amendment to the Existing Site Improvements section of the Wireless Communications chapter and returned it to the Planning Commission for reconsideration. Their primary concern was that the proposed ordinance did not adequately define what constitutes minor improvements. More definition and quantitative information needs to be included to adequately define what can be approved as an Administrative Review. Also, concern was expressed regarding Section A and the Special Use Permit process.

The Staff Report dated September 9, 2014 contains both the original proposed language as well as proposed language addressing the concerns of the Council.

The changes from the original proposed revisions are found in Sections A and B. Section A was not changed from the original and Section B was reworded to read as follows reflecting changes made by the Planning Commission:

- B. Accommodate Replacement or Additional Antenna. Additional antenna or replacement of current antenna and the installation of support equipment may be approved by Staff, if the replacement of the antenna are the same size or smaller, all the equipment will be contained within the existing equipment compound, all the antenna are inside the pole whether replacement or additional or the installation is a stealth facility. The applicant shall submit three copies of the proposed plans and the Structural Analysis for Administrative Review and will be responsible for the costs of the review and approval. If the replacement antenna are larger or additional antenna are proposed or any additional antenna exceed the structural capacity shall be considered a revised application and shall require an amended Site Plan approved by the Planning Commission to locate.

Any additional antenna or replacement of current antenna shall meet any and all current applicable design and technical standards and requirements including the structural capacity of the pole and base. The cumulative effect of any additional antenna and related facilities must comply with the radio

frequency radiation emission guidelines established by the FCC. Any changes to the size or height of screen walls of the equipment compound will require Site Plan Approval by the Planning Commission.

The public hearing was held on the proposed revisions on August 5, 2014. No one was present to address the proposed changes and the Commission unanimously recommended their adoption by the Governing Body.

The proposed amendments are reflected below:

- A. Accommodate additional wireless service providers, provided that the alterations or improvements meet all applicable requirements of this Chapter. Unless otherwise provided for by the current Special Use Permit, application for such alteration or improvement to an existing site will require approval through an amended Special Use Permit. However, if provided by the current Special Use Permit, such application shall be considered a revised final site plan and will only require submission to and approval of the Planning Commission.
- ~~B. Any such alteration or improvement shall meet any and all current applicable design and technical standards and requirements. The cumulative effect of any additional antenna and related facilities must comply with the radio frequency radiation emission guidelines established by the FCC.~~
- B. ***Accommodate Replacement or Additional Antenna.*** ~~When provided for in the approved capacity limit~~ ***conditions of approval*** ~~of a multi-user tower's current Special Use Permit, Additional antenna or replacement of current antenna and the installation of support equipment may be approved by Staff, added through an application for a revised site plan and will only require submission to and approval by the Planning Commission. Any additional antenna that exceed the originally approved capacity limit shall be considered a revised application, and shall require an amended Special Use Permit to locate. if the replacement antenna are the same size or smaller, all the equipment will be contained within the existing equipment compound, all the antenna are inside the pole whether replacement or additional or the installation is a stealth facility. the proposed improvements may be approved through an application for Administrative Review and approval by Staff. The applicant shall submit three copies of the proposed plans and the Structural Analysis for Administrative Review and will be responsible for the costs of the review and approval. If the replacement antenna are larger or additional antenna are proposed that exceed the structural capacity shall be considered a revised application, and shall require an amended Site Plan approved by the Planning Commission to locate.~~

Any additional antenna or replacement of current antenna shall meet any and all current applicable design and technical standards and requirements ***including the structural capacity of the pole and base.*** The cumulative effect of any additional antenna and related facilities must comply with the radio frequency radiation emission guidelines established by the FCC. ***Any changes to the size or height of screen walls of the equipment compound will require Site Plan Approval by the Planning Commission.***

- C. ***Accommodate New Technology.*** In the event that new technology provides a better alternative to the design requirements herein, the Planning Commission, ***by Site Plan approval,*** may reasonably approve or require design modification of a wireless communication facility, tower or antenna when the appearance of the same is deemed to be less obtrusive than the requirements permitted herein.
- D. Any proposal by a permit holder to replace ~~a current antenna~~ or to alter and improve an existing facility, ***or tower or antenna*** in a manner to make the same less obtrusive such as lessening the tower height, converting the structure to an alternative tower structure, or modifying the antenna to a “slim line” or internal design shall be considered as an amended site plan and will only require submission to and approval by the Planning Commission.
- E. Any such alteration or improvement shall meet any and all current applicable design and technical standards and requirements, and the cumulative effect of any additional antenna and related facilities must comply with the radio frequency emission guidelines established by the FCC ***and not exceed the structural capacity of the tower.***

RECOMMENDED ACTION:

1. Approve the recommendation of the Planning Commission and adopt Ordinance 2314 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.

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

PC2014-04 Staff Report - dated 09/09/2014
Excerpts of Planning Commission Minutes of 7/1/14 & 8/5/14
Draft Planning Commission Minutes of September 9, 2014
Proposed Ordinance

PREPARED BY

Joyce Hagen Mundy
City Clerk/Planning Commission Secretary

Date: September 22, 2014

STAFF REPORT

TO: Prairie Village Planning Commission
FROM: Ron Williamson, FAICP, Lochner, Planning Consultant
SUBJECT: PC 2014-04 Wireless Communication, Existing Site Improvements
DATE: September 9, 2014 Project # 00009686

COMMENTS:

At its regular meeting on August 18, 2014, the Governing Body considered the proposed amendment to the Existing Site Improvements section of the Wireless Communications chapter and returned it to the Planning Commission for reconsideration. Their primary concern was that the proposed ordinance did not adequately define what constitutes minor improvements. More definition and quantitative information needs to be included to adequately define what can be approved as an Administrative Review. Also, concern was expressed that the public would not have an opportunity for input when improvements are approved in an Administrative Review.

The following is the Planning Commission recommendation that was submitted to the Governing Body:

19.33.055 Existing Site Improvements.

Alterations or improvements to existing wireless communication sites shall be allowed when these alterations or improvements are implemented to:

- A. Accommodate additional wireless service providers, provided that the alterations or improvements meet all applicable requirements of this Chapter. ~~Unless otherwise provided for by the current Special Use Permit, application for such alteration or improvement to an existing site will require approval through an amended Special Use Permit. However, if provided by the current Special Use Permit,~~ Such application shall be considered a revised final site plan and will only require submission to and approval of the Planning Commission.
- B. Any such alteration or improvement shall meet any and all current applicable design and technical standards and requirements *including the structural capacity of the tower*. The cumulative effect of any additional antennae and related facilities must comply with the radio frequency radiation emission guidelines established by the FCC.
- C. **Accommodate Additional Antennae.** When provided for in the approved capacity limit of a multi-user tower's current Special Use Permit, additional antennae or replacement of current antenna *and other support equipment* may be added through an application for ~~a revised site plan and will only require submission to and approval by the Planning Commission.~~ **an Administrative Review and approval by Staff. The applicant shall submit three copies of the proposed plans and the Structural Analysis for Administrative Review and will be responsible for the costs of the review and approval.** Any additional antennae that exceed the ~~originally approved structural~~ capacity limit shall be considered a revised application, and shall require an amended ~~Special Use Permit~~ **Site Plan approved by the Planning Commission** to locate.
- D. **Accommodate New Technology.** In the event that new technology provides a better alternative to the design requirements herein, the Planning Commission, **by Site Plan approval**, may reasonably approve or require design modification of a wireless communication facility, tower or antenna when the appearance of the same is deemed to be less obtrusive than the requirements permitted herein.

- E. Any proposal by a permit holder to replace ~~a current antenna~~ or to alter and improve an existing facility, ~~or tower or antenna~~ in a manner to make the same less obtrusive such as lessening the tower height, converting the structure to an alternative tower structure, or modifying the antenna to a "slim line" or internal design shall be considered as an amended site plan and will only require submission to and approval by the Planning Commission.
- F. Any such alteration or improvement shall meet any and all current applicable design and technical standards and requirements, and the cumulative effect of any additional antennae and related facilities must comply with the radio frequency emission guidelines established by the FCC *and the structural capacity of the tower.*

The following is a revised amendment based on the comments from the Governing Body:

19.33.055 Existing Site Improvements.

Alterations or improvements to existing wireless communication sites shall be allowed when these alterations or improvements are implemented to:

- A. Accommodate additional wireless service providers, provided that the alterations or improvements meet all applicable requirements of this Chapter. Unless otherwise provided for by the current Special Use Permit, application for such alteration or improvement to an existing site will require approval through an amended Special Use Permit. However, if provided by the current Special Use Permit, such application shall be considered a revised final site plan and will only require submission to and approval of the Planning Commission.
- ~~B. Any such alteration or improvement shall meet any and all current applicable design and technical standards and requirements. The cumulative effect of any additional antennae and related facilities must comply with the radio frequency radiation emission guidelines established by the FCC.~~
- B. **Accommodate Additional Antennae.** When provided for in the approved ~~capacity limit conditions of approval~~ of a multi-user tower's current Special Use Permit, additional antennae or replacement of current antenna *and the installation of support equipment* may be added through an application for a revised site plan and will only require submission to and approval by the Planning Commission. ~~Any additional antennae that exceed the originally approved capacity limit shall be considered a revised application, and shall require an amended Special Use Permit to locate. Administrative Review and approved by Staff. If, however, the replacement of the antennae are the same size or smaller, all the equipment will be contained within the existing equipment compound, all the antennae are inside the pole whether replacement or additional or the installation is a stealth facility, the proposed improvements may be approved through an application for Administrative Review and approval by Staff. The applicant shall submit three copies of the proposed plans and the Structural Analysis for Administrative Review and will be responsible for the costs of the review and approval. Any additional antennae that exceed the structural capacity limit shall be considered a revised application, and shall require an amended Site Plan approved by the Planning Commission to locate.~~
- Any additional antennae or replacement of current antennae shall meet any and all current applicable design and technical standards and requirements *including the structural capacity of the pole and base.* The cumulative effect of any additional antennae and related facilities must comply with the radio frequency radiation emission guidelines established by the FCC. *Any changes to the size or height of screen walls of the equipment compound will require Site Plan Approval by the Planning Commission.*
- C. **Accommodate New Technology.** In the event that new technology provides a better alternative to the design requirements herein, the Planning Commission, *by Site Plan approval,* may reasonably approve or require design modification of a wireless communication facility, tower or antenna when the appearance of the same is deemed to be less obtrusive than the requirements permitted herein.

- D. Any proposal by a permit holder to replace a ~~current antenna~~ or to alter and improve an existing facility, ~~or tower or antenna~~ in a manner to make the same less obtrusive such as lessening the tower height, converting the structure to an alternative tower structure, or modifying the antenna to a “slim line” or internal design shall be considered as an amended site plan and will only require submission to and approval by the Planning Commission.
- E. Any such alteration or improvement shall meet any and all current applicable design and technical standards and requirements, and the cumulative effect of any additional antennae and related facilities must comply with the radio frequency emission guidelines established by the FCC ***and not exceed the structural capacity of the tower.***

RECOMMENDATION:

Upon review and reconsideration of the comments from the Governing Body, the Planning Commission may resubmit its original recommendation or submit a new and amended recommendation to the Governing Body.

PLANNING COMMISSION MINUTES
September 9, 2014

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, September 9, 2014, in the Municipal Building Multi-Purpose Room at 7700 Mission Road. Chairman Bob Lindeblad called the meeting to order at 7:00 p.m. with the following members present: Jim Breneman, Randy Kronblad and Gregory Wolf.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, City Planning Consultant; Kate Gunja, Assistant City Administrator and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary. Also present was Council Liaison Terrence Gallagher.

OTHER BUSINESS

PC2014-04 - Wireless Communication, Existing Site Improvements

At its regular meeting on August 18, 2014, the Governing Body considered the proposed amendment to the Existing Site Improvements section of the Wireless Communications chapter and returned it to the Planning Commission for reconsideration. Their primary concern was that the proposed ordinance did not adequately define what constitutes minor improvements. More definition and quantitative information needs to be included to adequately define what can be approved as an Administrative Review. Also, concern was expressed that the public would not have an opportunity for input when improvements are approved in an Administrative Review.

Ron Williamson presented the following amendment based on the comments from the Governing Body:

19.33.055 Existing Site Improvements.

Alterations or improvements to existing wireless communication sites shall be allowed when these alterations or improvements are implemented to:

- A. Accommodate additional wireless service providers, provided that the alterations or improvements meet all applicable requirements of this Chapter. Unless otherwise provided for by the current Special Use Permit, application for such alteration or improvement to an existing site will require approval through an amended Special Use Permit. However, if provided by the current Special Use Permit, such application shall be considered a revised final site plan and will only require submission to and approval of the Planning Commission.
- ~~B. Any such alteration or improvement shall meet any and all current applicable design and technical standards and requirements. The cumulative effect of any additional antennae and related facilities must comply with the radio frequency radiation emission guidelines established by the FCC.~~

- B. ***Accommodate Replacement & Additional Antennae.*** When provided for in the approved capacity limit ***conditions of approval*** of a multi-user tower's current Special Use Permit, additional antennae or replacement of current antenna ***and the installation of support equipment*** may be added through an application for a revised site plan and will only require submission to and approval by the Planning Commission. Any additional antennae that exceed the originally approved capacity limit shall be considered a revised application, and shall require an amended Special Use Permit to locate. ***Administrative Review and approved by Staff. If, however, the replacement of the antennae are the same size or smaller, all the equipment will be contained within the existing equipment compound, all the antennae are inside the pole whether replacement or additional or the installation is a stealth facility, the proposed improvements may be approved through an application for Administrative Review and approval by Staff. The applicant shall submit three copies of the proposed plans and the Structural Analysis for Administrative Review and will be responsible for the costs of the review and approval. Any additional antennae that exceed the structural capacity limit shall be considered a revised application, and shall require an amended Site Plan approved by the Planning Commission to locate.***

Any additional antennae or replacement of current antennae shall meet any and all current applicable design and technical standards and requirements ***including the structural capacity of the pole and base.*** The cumulative effect of any additional antennae and related facilities must comply with the radio frequency radiation emission guidelines established by the FCC. ***Any changes to the size or height of screen walls of the equipment compound will require Site Plan Approval by the Planning Commission.***

- C. ***Accommodate New Technology.*** In the event that new technology provides a better alternative to the design requirements herein, the Planning Commission, ***by Site Plan approval,*** may reasonably approve or require design modification of a wireless communication facility, tower or antenna when the appearance of the same is deemed to be less obtrusive than the requirements permitted herein.
- D. Any proposal by a permit holder to replace a ~~current antenna~~ or to alter and improve an existing facility; ~~or tower or antenna~~ in a manner to make the same less obtrusive such as lessening the tower height, converting the structure to an alternative tower structure, or modifying the antenna to a "slim line" or internal design shall be considered as an amended site plan and will only require submission to and approval by the Planning Commission.
- E. Any such alteration or improvement shall meet any and all current applicable design and technical standards and requirements, and the cumulative effect of any additional antennae and related facilities must comply with the radio frequency emission guidelines established by the FCC ***and not exceed the structural capacity of the tower.***

Mr. Williamson noted the changes from the original proposed revisions are found in Sections A and B. Section A was not changed from the original and Section B was reworded to read as follows:

“Accommodate Replacement & Additional Antennae. When provided for in the conditions of approval of a multi-user tower’s current Special Use Permit, additional antennae or replacement of current antenna and the installation of support equipment may be added through Administrative Review and approved by Staff. If, however, the replacement of the antennae are the same size or smaller, all the equipment will be contained within the existing equipment compound, all the antennae are inside the pole whether replacement or additional or the installation is a stealth facility, the proposed improvements may be approved through an application for Administrative Review and approval by Staff. The applicant shall submit three copies of the proposed plans and the Structural Analysis for Administrative Review and will be responsible for the costs of the review and approval. Any additional antennae that exceed the structural capacity limit shall be considered a revised application, and shall require an amended Site Plan approved by the Planning Commission to locate.

Any additional antennae or replacement of current antennae shall meet any and all current applicable design and technical standards and requirements including the structural capacity of the pole and base. The cumulative effect of any additional antennae and related facilities must comply with the radio frequency radiation emission guidelines established by the FCC. Any changes to the size or height of screen walls of the equipment compound will require Site Plan Approval by the Planning Commission.”

Gregory Wolf moved the Planning Commission forward and recommend approval of the revised amendments to 19.33.055 - Existing Site Improvements to the Governing Body. The motion was seconded by Jim Breneman and passed unanimously.

PLANNING COMMISSION MINUTES
July 1, 2014

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, July 1, 2014, in the Municipal Building Council Chambers at 7700 Mission Road. Chairman Bob Lindeblad called the meeting to order at 7:00 p.m. with the following members present: Jim Breneman, Nancy Vennard, Larry Levy, Randy Kronblad and Gregory Wolf.

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. Also present was Council Liaison Terrence Gallagher.

OTHER BUSINESS

Consider Revisions to Wireless Communication Ordinance regarding the approval of Existing Site Improvements

Ron Williamson noted at its regular meeting on June 3, 2014, the Planning Commission discussed the issue of minor improvements to existing wireless communications facilities and directed Staff to prepare an amendment to the regulations.

Recently there have been several minor facility changes to wireless communications installations as they upgrade to meet the level of competitors. Most of these have been very minor changes, but the Wireless Communications Ordinance Section 19.33.055 Existing Site Improvements Section C, Additional Antennae states, "additional antennae or replacement of current antennae may be added through an application for a revised site plan and will require submission to and approval by the Planning Commission." And Section E states, "Any proposal by a permit holder to replace a current antenna or to alter and improve an existing facility, tower or antenna in a manner to make the same less obtrusive such as lessening the tower height, converting the structure to an alternative tower structure, or modifying the antenna to a "slim line" or internal design shall be considered as an amended site plan and will only require submission to and approval by the Planning Commission."

Mr. Williamson reviewed the following suggested revisions to Section 19.33.055. Text to be deleted is lined out and text to be added is shown in italics.

19.33.055 Existing Site Improvements.

Alterations or improvements to existing wireless communication sites shall be allowed when these alterations or improvements are implemented to:

- A. Accommodate additional wireless service providers, provided that the alterations or improvements meet all applicable requirements of this Chapter. ~~Unless otherwise provided for by the current Special Use Permit, application for such alteration or improvement to an existing site will require approval through an~~

~~amended Special Use Permit. However, if provided by the current Special Use Permit,~~ Such application shall be considered a revised final site plan and will only require submission to and approval of the Planning Commission.

- B. Any such alteration or improvement shall meet any and all current applicable design and technical standards and requirements. The cumulative effect of any additional antennae and related facilities must comply with the radio frequency radiation emission guidelines established by the FCC.
- C. Additional Antennae. When provided for in the approved capacity limit of a multi-user tower's current Special Use Permit, additional antennae or replacement of current antenna *and other support equipment* may be added through an application for ~~a revised site plan and will only require submission to and approval by the Planning Commission.~~ *an Administrative Review and approval by Staff. The applicant shall submit three copies of the proposed plans and the Structural Analysis for Administrative Review and will be responsible for the costs of the review and approval.* Any additional antennae that exceed the ~~originally approved structural~~ capacity limit shall be considered a revised application, and shall require an amended ~~Special Use Permit Site Plan approved by the Planning Commission~~ to locate.
- Any additional antennae or replacement of current antennae shall meet any and all current applicable design and technical standards and requirements *including the structural capacity of the tower.* The cumulative effect of any additional antennae and related facilities must comply with the radio frequency radiation emission guidelines established by the FCC.
- D. In the event that new technology provides a better alternative to the design requirements herein, the Planning Commission, *by Site Plan approval,* may reasonably approve or require design modification of a wireless communication facility, tower or antenna when the appearance of the same is deemed to be less obtrusive than the requirements permitted herein.
- E. Any proposal by a permit holder to replace ~~a current antenna~~ or to alter and improve an existing facility, *or tower or antenna* in a manner to make the same less obtrusive such as lessening the tower height, converting the structure to an alternative tower structure, or modifying the antenna to a "slim line" or internal design shall be considered as an amended site plan and will only require submission to and approval by the Planning Commission.
- F. Any such alteration or improvement shall meet any and all current applicable design and technical standards and requirements, and the cumulative effect of any additional antennae and related facilities must comply with the radio frequency emission guidelines established by the FCC *and the structural capacity of the tower.*

Mr. Williamson noted that until the code is revised any approval for Administrative Reviews will be made by the Planning Commission Chairman.

Nancy Vennard moved the Planning Commission authorize a public hearing on the proposed revisions for the August 5, 2014 Planning Commission meeting. The motion was seconded by Randy Kronblad and passed unanimously.

PLANNING COMMISSION MINUTES
August 5, 2014

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, August 5, 2014, in the Municipal Building Council Chambers at 7700 Mission Road. Vice-Chairman Nancy Vennard called the meeting to order at 7:00 p.m. with the following members present: Jim Breneman, Nancy Vennard, Larry Levy and Gregory Wolf.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, City Planning Consultant; Kate Gunja, Assistant City Administrator and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary. Also present was Council Liaison Terrence Gallagher.

PUBLIC HEARINGS

PC2014-04 Consider Ordinance Revisions to Chapter 19.33 “Wireless Communications” Section 19.33.055 “Existing Site Improvements

Ron Williamson stated the purpose of the proposed amendment is to delegate administrative review and approval to Staff for minor improvements to existing communications facilities. Currently most changes require Site Plan approval from the Planning Commission. Proposed language changes are shown below including revisions made by the Commission:

19.33.055 Existing Site Improvements.

Alterations or improvements to existing wireless communication sites shall be allowed when these alterations or improvements *are approved as follows*:

- G. Accommodate additional wireless service providers, provided that the alterations or improvements meet all applicable requirements of this Chapter. ~~Unless otherwise provided for by the current Special Use Permit, application for such alteration or improvement to an existing site will require approval through an amended Special Use Permit. However, if provided by the current Special Use Permit,~~ Such application shall be considered a revised final site plan and will only require submission to and approval of the Planning Commission.

Any such alteration or improvement shall meet any and all current applicable design and technical standards and requirements *including the structural capacity of the tower*. The cumulative effect of any additional antennae and related facilities must comply with the radio frequency radiation emission guidelines established by the FCC.

- H. *Accommodate Additional Antennae*. When provided for in the approved capacity limit of a multi-user tower’s current Special Use Permit, additional antennae or replacement of current antenna *and other support equipment* may be added

through an application for ~~a revised site plan and will only require submission to and approval by the Planning Commission.~~ an *Administrative Review and approval by Staff. The applicant shall submit three copies of the proposed plans and the Structural Analysis for Administrative Review and will be responsible for the costs of the review and approval.* Any additional antennae that exceed the ~~originally approved structural~~ capacity limit shall be considered a revised application, and shall require an amended ~~Special Use Permit Site Plan approved by the Planning Commission.~~

- I. *Accommodate New Technology.* In the event that new technology provides a better alternative to the design requirements herein, the Planning Commission, *by Site Plan approval,* may reasonably approve or require design modification of a wireless communication facility, tower or antenna when the appearance of the same is deemed to be less obtrusive than the requirements permitted herein.

Any proposal by a permit holder to replace ~~a current antenna~~ or to alter and improve an existing facility, ~~or tower or antenna~~ in a manner to make the same less obtrusive such as lessening the tower height, converting the structure to an alternative tower structure, or modifying the antenna to a “slim line” or internal design shall be considered as an amended site plan and will only require submission to and approval by the Planning Commission.

- J. Any such alteration or improvement shall meet any and all current applicable design and technical standards and requirements, and the cumulative effect of any additional antennae and related facilities must comply with the radio frequency emission guidelines established by the FCC *and not exceed the structural capacity of the tower.*

The public hearing was opened for comment. With no one present to speak on this application, the public hearing was closed. Mr. Breneman suggested several revisions to clarify the proposed revisions, which were accepted by the Commission and are included above.

Larry Levy moved the Planning Commission recommend the Governing Body adopt the proposed revisions to Section 19.33.055 “Existing Site Improvements” as modified. The motion was seconded by Jim Breneman and passed unanimously.

ORDINANCE 2314

AN ORDINANCE AMENDING CHAPTER 19.33 ENTITLED "WIRELESS COMMUNICATION" OF THE PRAIRIE VILLAGE MUNICIPAL CODE BY AMENDING SECTION 19.33.055 ENTITLED "EXISTING SITE IMPROVEMENTS"

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

Section I. Planning Commission Recommendation.

After having received a recommendation from the Planning Commission and proper notice having been published and hearing held on July 1, 2014, as provided by law and under the authority of and subject to the provisions of the Zoning Regulations of the City of Prairie Village, Kansas, the Zoning Ordinance is amended as set forth in Section II.

Section II

Chapter 19.33 of the Prairie Village Municipal Code entitled "Wireless Communication" is hereby amended by amending Section 19.33.055 entitled "Existing Site Improvements" to read as follows:

19.33.055 Existing Site Improvements.

Alterations or improvements to existing wireless communication sites shall be allowed when these alterations or improvements are approved as follows:

- A. Accommodate additional wireless service providers, provided that the alterations or improvements meet all applicable requirements of this Chapter. Unless otherwise provided for by the current Special Use Permit, application for such alteration or improvement to an existing site will require approval through an amended Special Use Permit. However, if provided by the current Special Use Permit, such application shall be considered a revised final site plan and will only require submission to and approval of the Planning Commission.
- B. Accommodate Replacement or Additional Antenna. Additional antenna or replacement of current antenna and the installation of support equipment may be approved by Staff, if the replacement antenna are the same size or smaller, all the equipment will be contained within the existing equipment compound, all the antenna are inside the pole whether replacement or additional or the installation is a stealth facility. The applicant shall submit three copies of the proposed plans and the Structural Analysis for Administrative Review and will be responsible for the costs of the review and approval. If the replacement antenna are larger or additional antenna are proposed or any additional antenna exceed the structural capacity shall be considered a revised application, and shall require an amended Site Plan approved by the Planning Commission to locate.

Any additional antenna or replacement of current antenna shall meet any and all current applicable design and technical standards and requirements including the structural capacity of the pole and base. The cumulative effect of any additional antenna and related facilities must comply with the radio frequency radiation emission guidelines established by the FCC. Any changes to the size or height of

screen walls of the equipment compound will require Site Plan Approval by the Planning Commission.

- C. Accommodate New Technology. In the event that new technology provides a better alternative to the design requirements herein, the Planning Commission, by Site Plan approval, may reasonably approve or require design modification of a wireless communication facility, tower or antenna when the appearance of the same is deemed to be less obtrusive than the requirements permitted herein.
- D. Any proposal by a permit holder to replace or to alter and improve an existing facility or tower in a manner to make the same less obtrusive such as lessening the tower height, converting the structure to an alternative tower structure, or modifying the antenna to a "slim line" or internal design shall be considered as an amended site plan and will only require submission to and approval by the Planning Commission.
- E. Any such alteration or improvement shall meet any and all current applicable design and technical standards and requirements, and the cumulative effect of any additional antenna and related facilities must comply with the radio frequency emission guidelines established by the FCC and not exceed the structural capacity of the tower.

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 6th day of October, 2014.

CITY OF PRAIRIE VILLAGE, KANSAS

Mayor Ronald L. Shaffer

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney



PLANNING COMMISSION

Council Meeting Date: October 6, 2014

PC2014-05 Consider Amendments to Zoning Ordinances Chapter 19.46 entitled "Off-Street Parking Requirements" and Chapter 19.02 entitled "Definitions"

SUGGESTED MOTION:

Move the Governing Body adopt Ordinance 2317 amending Chapter 19.46 of the Prairie Village Municipal Code, entitled "Off-Street Parking and Loading Regulations" by repealing Section 19.46.030 entitled "Required Spaces" and replacing it with a new Section 19.46.030 of like name and number; amending Section 19.46.015 G3 and amending Chapter 19.02 entitled "Definitions" by adding Sections 19.02.027 entitled "Ambulatory Surgical Center", Section 19.02.237 entitled "Medical or Dental Clinic or Office" and Section 19.02.377 entitled "Net Leasable Floor Area".

BACKGROUND

On April 2, 2013, the Planning Commission approved the Site Plan for KU EYE located at 7400 State Line Road. This is a multi-tenant building that has a general office space and the KU EYE Ambulatory Surgical Center. The parking regulations has a standard for general office space however, the regulations do not include a standard for surgical centers so the medical clinic standard was used. The site was 19 spaces short of the required parking spaces and the applicant was required to enter into an agreement to lease spaces from the neighboring Capitol Federal Building as an interim measure until the parking requirements could be analyzed and a new standard developed.

A traffic engineer was retained by KU EYE and conducted a parking analysis both prior and after the opening of the surgical center. The result was approximately 42 parking spaces in excess of the spaces required for use during peak operation times. Staff has visited the site multiple times and also noted over 40 vacant parking spaces during its hours of operation.

The KU EYE Surgical Center is a hybrid use which has characteristics of both a medical clinic and a hospital. The parking requirements for a medical clinic are too high and the parking requirements for a hospital are too low.

To address this three new definitions have been proposed to be added to the zoning regulations for "Ambulatory Surgical Center, Medical or Dental Clinic or Office and Net Leasable Floor Area."

To prevent this situation from occurring again, new language is proposed following that of the City of Overland Park and other cities to allow the Planning Commission to assign a parking requirement for uses not specifically listed.

Another area needing clarification in addressing parking requirements is the means of measurement for determining square footage upon which the requirements are based. When parking requirements were established for large shopping centers it was the intent that basement storage was not included as net leasable floor area. It was not intended that storage areas in retail businesses on the main floor would be removed from the calculation. A definition of "Net Leasable Area" is proposed to clarify the basis for the square footage calculations.

The Planning Commission discussed this issue at their July 1st meeting and authorized a public hearing on the proposed ordinance revisions for August 5th. The minutes of the July and August meetings are attached. The Public Hearing was held on August 5th with Fred Logan addressing the Commission in support of the proposed revisions.

RECOMMENDED ACTION:

1. Approve the recommendation of the Planning Commission and adopt Ordinance 2317 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

PC2014-05 Staff Reports dated 7/1/2014 & 8/5/2014
PC Minutes of July 1, 2014 and draft minutes from August 5, 2014
Proposed Ordinance 2317

PREPARED BY

Joyce Hagen Mundy
City Clerk/Planning Commission Secretary

Date: September 22, 2014

LOCHNER

MEMORANDUM

TO: Prairie Village Planning Commission
FROM: Ron Williamson, FAICP, Lochner, Planning Consultant
SUBJECT: Off-Street Parking Requirements
DATE: August 5, 2014

Project # 000009686

The primary purpose of the proposed revisions to the Off-Street Parking and Loading Regulations is to resolve the parking requirements for the KU EYE Surgical Center. However, there are a couple of other amendments that are needed to revise other sections of the Chapter. It should be pointed out that excessive parking requirements result in under-developed property, which is a concern for cities like Prairie Village, that are built out communities. On the other hand, the City must be cautious that parking does not become a problem in adjacent residential neighborhoods.

KU EYE

At its regular meeting on April 2, 2013, the Planning Commission approved the Site Plan for KU EYE, located at 7400 State Line Road. This is a multi-tenant building that has general office space and the KU EYE Ambulatory Surgical Center. The parking regulation has a standard for general office space which is one space for each 300 sq. ft. of gross floor area. The parking requirements do not include a standard for surgical centers so the medical clinic standard was used, which is one space for each 200 sq. ft. of gross floor area. General office space in the building is 28,678 sq. ft., requiring 96 parking spaces; and the medical area is 17,827 sq. ft., requiring 90 parking spaces; for a total of 186 required parking spaces. The site has 167 spaces and is 19 spaces short of meeting the parking requirement. In order to move forward on this project, the building owner leased 19 spaces from the Capitol Federal building, adjacent to the south, to meet the requirement. The applicant maintained that they had surplus parking and that the ordinance requirement was excessive for their use. The leasing of the 19 spaces was proposed as an interim measure until the parking requirement could be analyzed and a new standard developed.

Staff met with the applicant's representative and requested that a Traffic Engineer be retained to prepare a parking analysis after the use opened. The Surgical Center opened May 1st, 2014. The Traffic Engineer collected data on April 16th and 17th, prior to the opening, and collected data on May 7th and 8th for comparison purposes. Data collection was done during the peak hours of operation which is from 10:00 a.m. to 2:00 pm. The data indicated the parking occupancy at 68% - 72% prior to the surgery center being open and 69% to 75% after the surgery center opened. The result was approximately 42 parking spaces in excess of the spaces required for the use. Staff has visited the site three times since it opened and also noted over 40 parking spaces vacant during its operation.

For this particular use, it appears that the parking requirement is greater than needed. The surgical rooms are larger than exam rooms and the turnover rate is much lower for

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surgical rooms. This is a new use for which there is very little information on required parking.

KU EYE has 26 administrative staff, 9 full-time physicians, 2 part-time physicians and 3 residents; for a total of 40 employees. KU EYE has a total of 23,477 sq. ft. The KU EYE Surgical Center has a potential for 3 operating rooms and a Lasik suite.

The building has a total of 46,505 sq. ft. of leasable area, which at one space per 300 sq. ft. requires 155 parking spaces.

The KU EYE Surgical Center is a hybrid use which has characteristics of both a medical clinic and a hospital. The parking requirements for a medical clinic are too high and the parking requirements for a hospital are too low.

The first step is to prepare a definition for “Ambulatory Surgical Center”. There are definitions from both the Federal Government and the State of Kansas as follows:

Federal definition of ambulatory surgery center

An “*Ambulatory surgery center*” or ASC means any distinct entity that operates exclusively for the purpose of providing surgical services to patients not requiring hospitalization and in which the expected duration of services would not exceed 24 hours following admission.

Kansas definition of ambulatory surgery center

“*Ambulatory surgical center*” means an establishment with an organized medical staff of one or more physicians; with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures; with continuous physician services during surgical procedures and until the patient has recovered from the obvious effects of anesthetic and at all other times with physician services available whenever a patient is in the facility; with continuous registered professional nursing services whenever a patient is in the facility; and which does not provide services or other accommodations for a patient to stay more than 24 hours.

The State of Kansas definition is more descriptive and Staff recommends that it be added to the Definitions Chapter of the Ordinance.

The Zoning Ordinance does not have a definition for “Medical or Dental Clinics or Offices”. A definition had been included in a previous edition of the City Code which is as follows:

“Medical or Dental Clinic *or Office*. An establishment where patients, who are not lodged overnight except for observation or emergency treatment, are admitted for examination and treatment by a person or group of persons practicing any form of healing or health building services, whether such persons be medical doctors, chiropractors, osteopaths, chiropodists, naturopaths, optometrists, dentists, or any such profession, the practice of which is lawful in the State.”

The next step is to determine a parking requirement for Ambulatory Surgical Centers. Based upon the Parking Analysis of the actual use it appears that the Off-Street Parking Requirement for general office use is adequate for ambulatory surgical centers as well and it is recommended that the use require one space per 300 sq. ft., the same as required for general offices.

In reviewing the parking requirements for medical services, the City of Prairie Village and Lenexa both require one space per 200 sq. ft., which is the highest in the area. The City of Mission is 2.84 spaces per 1,000 sq. ft.; Leawood is 3.0 to 4.0 spaces per 1,000 sq. ft., which may be modified by the City. Overland Park assigns a parking requirement to uses by either the Planning Commission or Governing Body. Olathe does not differentiate between medical and general offices, and uses 3.8 spaces per 1,000 sq. ft. The parking requirements are varied for medical office uses, but it appears that Prairie Village is on the high side. From an administrative perspective it is very difficult for the Building Official to assess parking requirements for different office uses when they are located in the same building. Therefore, it is recommended that medical offices use the same standard as general offices, one space per 300 sq. ft. of net leasable area.

Assignment of Parking for Uses Not Listed and Reduction of Parking Requirements:

Overland Park, Olathe, Mission, and Lenexa all include a provision for assigning a parking requirement for uses not listed. The following is the proposed text for this provision.

Add Section 19.46.030.D. Assignment of Parking for Uses Not Listed

Any use not included in the parking requirements in the Zoning Ordinance shall be assigned a parking requirement by the Planning Commission.

Mixed Uses:

When the parking requirements were established for large shopping centers it was the intent that basement storage was not included as net leasable floor area. It was not intended that storage areas in retail businesses on the main floor would be removed from the calculation. Therefore, the following revision is recommended:

D. Mixed Uses. When a building or development contains mixed uses and has less than 300,000 square feet of net leasable floor area, the off-street parking requirements shall be calculated for each individual use and the total parking requirement shall be the sum of individual parking requirements. When a building or development contains mixed uses excluding residential uses and has greater than 300,000 square feet of net leasable floor area and located in a C-2 General Business District, the off-street parking shall be calculated as set out in Mixed Business and Commercial Center Standard. Net Leasable Floor Area does not include *basement* storage areas.

14. Mixed Office and Commercial Centers that exceed 300,000 square feet in net leasable floor area and are located in District C-2 General Business District shall provide a minimum of 3.5 spaces per 1,000 square feet of *net* leasable area.

Net Leasable Area:

A definition for “net leasable area” should be established for all uses. Gross area would normally include common areas, such as foyers, elevators, and stairwells that do not generate traffic. In the ordinance “gross area” would be replaced by net leasable area. The following is a suggested definition:

Net Leasable Area: The area devoted to sales or service, but excludes restrooms, common hallways, employee lounges, common foyers, stairwells, elevators, and basement storage areas.

RECOMMENDATION:

It is the recommendation of Staff that the Planning Commission review and revise the proposed amendments as it deems appropriate and authorize a public hearing for the September 9, 2014, Planning Commission Meeting.

MEMORANDUM

TO: Prairie Village Planning Commission
FROM: Ron Williamson, FAICP, Lochner, Planning Consultant
SUBJECT: **PC 2014-05 Proposed Off-Street Parking Requirement Amendments to Chapter 19.02 - Definitions and Chapter 19.46 - Off-Street Parking & Loading Regulations**
DATE: September 9, 2014 Project # 000009686

COMMENTS:

At its regular meeting on August 5, 2014, the Planning Commission discussed the proposed off-street parking amendments and authorized a public hearing to consider the proposed changes. The primary purpose of the proposed revisions to the Off-Street Parking and Loading Regulations is to resolve the parking requirements for the KU EYE Surgical Center. However, there are a couple of other amendments that are needed to revise other sections of the Chapter. It should be pointed out that excessive parking requirements result in under-developed property, which is a concern for cities like Prairie Village, that are built out communities. On the other hand, the City must be cautious that parking does not become a problem in adjacent residential neighborhoods.

The proposed amendments affect two chapters. The proposed definitions are inserted into Chapter 19.02 – Definitions; while the proposed regulation changes are contained in Chapter 19.46 – Off-Street Parking and Loading Regulations.

Chapter 19.02 – DEFINITIONS

Add the following definitions:

19.02.027 Ambulatory Surgical Center.

“Ambulatory surgical center” means an establishment with an organized medical staff of one or more physicians; with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures; with continuous physician services during surgical procedures and until the patient has recovered from the obvious effects of anesthetic and at all other times with physician services available whenever a patient is in the facility; with continuous registered professional nursing services whenever a patient is in the facility; and which does not provide services or other accommodations for a patient to stay overnight.

19.02.367 Medical or Dental Clinic or Office.

“Medical or Dental Clinic or Office” means an establishment where patients, who are not lodged overnight, and are admitted for examination and treatment by a person or group of persons practicing any form of healing or health building services, whether such persons be medical doctors, chiropractors, osteopaths, chiropodists, naturopaths, optometrists, dentists, or any such profession, the practice of which is licensed in the State.

19.02.377 Net Leasable Floor Area.

“Net Leasable Floor Area” means the area devoted to sales or service, but excludes restrooms, common hallways, employee lounges, common foyers, stairwells, elevators, mechanical/electrical equipment rooms, and basement storage areas.

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Chapter 19.46 – OFF-STREET PARKING AND LOADING REGULATIONS

Text to be deleted is lined out and text to be added is in bold italics.

Sections:

- 19.46.005 Applicability.
- 19.46.010 General Provisions.
- 19.46.015 Layout and Design Requirements.
- 19.46.020 Parking Design Standards.
- 19.46.025 Accessible Parking.
- 19.46.030 Required Spaces.
- 19.46.035 Plans and Approval Required.
- 19.46.040 Off-Street Loading.
- 19.46.045 Access Streets and Loading Docks.

19.46.005 Applicability.

Off-street parking and loading space, as required in this article, shall be provided for all new buildings and structures or additions thereto. Off-street parking and loading space shall also be required for any expansion or enlargement of an existing building or structure which is altered in any manner so as to enlarge or increase capacity by adding or creating dwelling units, guest rooms, floor area or seats. Existing parking area previously required shall not be used to satisfy required off-street parking for any new structures or additions to existing buildings, structures, or uses of land. Such existing parking space shall be maintained and shall not be reduced so long as the main building, structure or use remains, unless an equivalent number of such spaces are provided elsewhere as provided in this article.

19.46.010 General Provisions.

- A. Utilization. Required accessory off-street parking facilities provided for the uses hereinafter listed shall be solely for the parking of motor vehicles in operating condition of patrons, occupants, or employees of such uses.
- B. Accessory Use. Off-street parking shall be considered as an accessory use to the use for which the parking is provided. Parking not located on the same tract on which the main use is located must be located within the zoning district in which parking or storage lots are permitted as a main or conditional use.
- C. Computation. When determination of the number of off-street parking spaces required by this regulation results in a requirement of a fractional space, the fraction of 1/2 or less may be disregarded, and a fraction in excess of 1/2 shall be counted as one parking space.
- D. Mixed Uses. When a building or development contains mixed uses and has less than 300,000 square feet of net leasable floor area, the off-street parking requirements shall be calculated for each individual use and the total parking requirement shall be the sum of individual parking requirements. When a building or development contains mixed uses excluding residential uses and has greater than 300,000 square feet of net leasable floor area and located in a C-2 General Business District, the off-street parking shall be calculated as set out in the Mixed Business and Commercial Center Standard. Net Leasable Floor Area does not include **basement** storage areas. (Ord. 2089, Sec. II, 2004)

19.46.015 Layout and Design Requirements.

- A. Area. A required off-street parking space shall include the actual parking space and access drives or aisles, ramps, and columns.
 - B. Access. Each required off-street parking space shall open directly upon an aisle or driveway of such width and design as to provide safe and efficient means of vehicular access to such parking space.
 - C. Design. Off-street parking spaces shall comply with the design standards relating to curb length, stall depth, driveway width, island width, barriers, and ingress and egress as contained in the Parking Design Standards of this article.
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- D. Surfacing. All required off-street parking and loading areas, including driveways and aisles, shall be graded and paved with asphalt, concrete or asphaltic concrete.
- E. Lighting. Any lighting used to illuminate off-street parking and loading areas shall be directed away from residential properties in such a way as not to interfere with the residential use.
- F. Landscaping. No open parking areas shall be located closer than fifteen (15) feet to a public street, and no closer than eight (8) feet to a property line other than a street line. Parking areas within the building, or within a parking structure extending more than six (6) feet above the finished grade shall comply with the setback regulations of the main buildings. Such parking setback and other open area shall be brought to finish grade and planted with grass, shrubs and trees, and maintained to at least the average level of maintenance of the other developed property within the immediate neighborhood.

Screening will be required by the Building Official for a parking area on any side where it may be adversely affect adjacent property, in the form of a wall, screen planting or fence of a height that is adequate.

- G. In addition, the following regulations shall apply:
 1. In Districts R-1 to R-4 inclusive, parking of motor passenger cars shall be permitted in customary driveways of single and two family dwellings;
 2. No signs shall be permitted except those necessary for the orderly parking thereon, and not more than one (1) sign with maximum area of twenty (20) square feet at each entrance to identify such parking area and present any regulations governing same;
 3. The permitted parking ratio and the allowed dimensions of parking spaces, including off-the-premises parking, for all shops, offices and other business uses which existed on the date of the adoption of this title and which are located on lands zoned District C-0, C-1, C-2, C-3, planned business or by special use permit shall be that which existed on the date of the adoption of this title. Remodeling or reconstruction of said existing buildings may proceed in compliance with applicable codes, provided this prevailing parking ratio is not diminished. Any new construction of or addition to or enlargement of buildings shall require compliance with the parking standards of this title, as applied to the floor area of the new buildings or new portion thereof.

19.46.020 Parking Design Standards.

- A. Standard parking stall dimensions shall be not less than 9 feet by 18 feet, plus the necessary space for maneuvering into and out of the space. Where the end of the parking space abuts a curbed area at least 5 feet in width (with landscaping or sidewalk), an overhang may be permitted which would reduce the length of the parking space by 2 feet. Such overhangs shall be measured from the face of the curb. For standard parking lots, minimum dimensions shall be as follows:

	90-degree	60-degree	45-degree
Aisle Width			
1. One-way traffic	—	18 feet	14 feet
2. Two-way Traffic	24 feet	20 feet	20 feet
End Parking Bay Width			
1. Without overhang	18 feet	20 feet	19 feet
2. With overhang	16 feet	18 feet	17 feet
Center Parking Bay Width	18 feet	18 feet	16 feet

- B. Minimum dimensions for a parallel parking space shall be 9 feet by 23 feet.
- C. A reduction in the minimum parking dimensions for specific land uses, for other configurations, or for parking lots with compact spaces may be approved by the Planning Commission as part of the site plan approval process for a specific location. (Ord. 1953, Sec. 1, 1998)

19.46.025 Accessible Parking.

For those buildings where such parking is required, parking areas servicing each building entrance shall have the number of level parking spaces for person(s) with disabilities as set forth in the ***American with Disabilities Act Accessibility Guidelines***. (Ord. 2089, Sec. II, 2004)

19.46.030 Required Spaces.

Off-street parking spaces shall be provided as follows:

A. Dwelling and Lodging Uses.

1. Boarding or rooming houses: One parking space per each three sleeping rooms.
2. Dormitories, fraternities, sororities: Two parking spaces for each three occupants based on the maximum design capacity of the building.
- ~~3. Hotels and motels: One space per each rental unit plus one space per each two employees in the largest working shift and such spaces as are required for restaurants, assembly rooms, and other affiliated facilities provided.~~
4. Manufactured homes: Two parking spaces per each home.
5. Nursing homes and convalescent homes: One parking space per each four beds based on the designed maximum capacity of the building, plus one parking space for each employee.
6. Single-family and single-family residential design: Two spaces per dwelling unit, one of which shall be provided in an enclosed garage or carport.
7. Two-family and multiple-family excluding group homes: Two spaces per dwelling unit.
8. Two-family and multiple-family dwelling units designed specifically for the elderly, excluding group homes, one space per two dwelling units.

B. Business and Commercial Uses.

1. Automobile, truck, recreational vehicle and mobile home sales and rental lots: One parking space for each 3,000 square feet of open sales lot area devoted to the sale, display and rental of said vehicles, plus one parking space for each employee.
 2. Day Care Centers: One space for each employee plus one space for each 8 children.
 3. Financial, business, and professional offices: One parking space for each 300 square feet of **gross net leasable** floor area.
 4. Bowling alleys: Five parking spaces for each lane.
 5. Automobile wash: Three holding spaces for each car washing stall plus two drying spaces for each car washing stall.
 6. Funeral homes and mortuaries: One parking space for each three seats based upon the designed maximum capacity of the parlor, plus one additional parking space for each employee and each vehicle maintained on the premises.
 7. Furniture and appliance stores, household equipment or furniture repair shop: One parking space for each 400 square feet of **net leasable** floor area.
 8. Medical and dental clinics or offices: One parking space for each ~~200~~ **300** square feet of **gross net leasable** floor area.
 9. Restaurants, private clubs and taverns: One parking space for 2.5 seats based on the maximum designed seating capacity; provided, however, that drive-in and drive-through restaurants shall have a minimum of at least ten parking spaces.
 10. Retail stores and shops: One space per 250 square feet of **net leasable** floor area.
 11. Service stations: One parking space for each employee plus two spaces for each service bay.
 12. Theaters, auditoriums, and places of assembly, with or without fixed seats: One parking space for each four people, based upon the designed maximum capacity of the building.
 13. All other business and commercial establishments not specified above: One parking space for each 250 square feet of **net leasable** floor area.
 14. Mixed Office and Commercial Centers that exceed 300,000 square feet in net leasable floor area and are located in District C-2 General Business District shall provide a minimum of 3.5 spaces per 1,000 square feet of **net leasable floor** area. (Ord. 2089, 2004)
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15. Ambulatory Surgical Centers: One space for each 300 square feet of net leasable floor area.

C. Other Uses.

1. Churches: One parking space for each four seats based upon the maximum designed seating capacity, including choir lofts.
2. Elementary, junior high and equivalent parochial and private schools: Two parking spaces for each classroom.
3. High schools, colleges, universities and other similar public or private institutions of higher learning: Eight parking spaces for each classroom, plus one space for each two employees.
4. Hospitals: One parking space for each four beds, plus one parking space for each resident or staff doctor plus one space for each two employees based on the largest working shift in any 24-hour period.
5. Laundromats: One space for each two washing machines.
6. Fraternal associations and union headquarters: One parking space for each four seats based upon the design maximum seating capacity.
7. Public Swimming pools: One parking space for each 38 square feet of water area.
8. Trade and commercial schools: One parking space for each three students and one space for each employee.

D. Assignment of Parking for Uses Not Listed.

Any use not included in Sections A – C above, Required Spaces, shall be assigned a parking requirement by the Planning Commission.

19.46.035 Plans and Approval Required.

Plans showing the layout of all required off-street parking and loading areas shall be submitted to and approved by the Building Official prior to issuance of a building permit. Before approving any parking layout, the Building Official shall satisfy himself that the spaces provided are usable and meet standard design criteria contained herein. All required off-street parking spaces shall be clearly marked.

19.46.040 Off-Street Loading.

Off-street space for the standing, loading and unloading of trucks shall be provided at all buildings in Districts C-1, and C-2 the occupancy of which involves the daily receipt and dispatch of materials by truck. The space shall be so arranged that it will not interfere with the use of off-street parking space provided in accordance with the requirements of this chapter. This requirement may be waived by the board only in case where the volume of goods to be handled is so minor that it can be handled from trucks using on-street or off-street parking facilities without undue interference with peak hour automobile parking.

19.46.045 Access Streets and Loading Docks.

The location and limitation of access streets and alleys for ingress and egress and the limitation and location of loading docks within and for the use districts described within this title shall be reserved to the Planning Commission and the plan for the proposed development presenting a unified and organized arrangement for such access streets, alleys and loading facilities shall be approved by the Planning Commission before development may be commenced within the use district.

RECOMMENDATION:

It is the recommendation of Staff that the Planning Commission review and revise the proposed amendments as it deems appropriate and recommend approval to the Governing Body.

PLANNING COMMISSION MINUTES
August 5, 2014

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, August 5, 2014, in the Municipal Building Council Chambers at 7700 Mission Road. Vice-Chairman Nancy Vennard called the meeting to order at 7:00 p.m. with the following members present: Jim Breneman, Nancy Vennard, Larry Levy and Gregory Wolf.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, City Planning Consultant; Kate Gunja, Assistant City Administrator and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary. Also present was Council Liaison Terrence Gallagher.

OTHER BUSINESS

Proposed Revisions to Off-Street Parking Requirements

Ron Williamson stated the primary purpose of the proposed revisions to the Off-Street Parking and Loading Regulations is to resolve the parking requirements for the KU EYE Surgical Center. However, there are a couple of other amendments that are needed to revise other sections of the Chapter. He noted excessive parking requirements result in under-developed property, which is a concern for cities like Prairie Village, that are built out communities. On the other hand, the City must be cautious that parking does not become a problem in adjacent residential neighborhoods.

At its regular meeting on April 2, 2013, the Planning Commission approved the Site Plan for KU EYE, located at 7400 State Line Road. This is a multi-tenant building that has general office space and the KU EYE Ambulatory Surgical Center. The parking regulation has a standard for general office space which is one space for each 300 sq. ft. of gross floor area. The parking requirements do not include a standard for surgical centers so the medical clinic standard was used, which is one space for each 200 sq. ft. of gross floor area. General office space in the building is 28,678 sq. ft., requiring 96 parking spaces; and the medical area is 17,827 sq. ft., requiring 90 parking spaces; for a total of 186 required parking spaces. The site has 167 spaces and is 19 spaces short of meeting the parking requirement. In order to move forward on this project, the building owner leased 19 spaces from the Capitol Federal building, adjacent to the south, to meet the requirement. The leasing of the 19 spaces was proposed as an interim measure until the parking requirement could be analyzed and a new standard developed.

Staff met with the applicant's representative and requested that a Traffic Engineer be retained to prepare a parking analysis after the use opened. The Surgical Center opened May 1st, 2014. The Traffic Engineer collected data on April 16th and 17th, prior to the opening, and collected data on May 7th and 8th for comparison purposes. Data collection was done during the peak hours of operation which is from 10:00 a.m. to 2:00

pm. The data indicated the parking occupancy at 68% - 72% prior to the surgery center being open and 69% to 75% after the surgery center opened. The result was approximately 42 parking spaces in excess of the spaces required for the use. Staff has visited the site three times since it opened and also noted over 40 parking spaces vacant during its operation.

For this particular use, it appears that the parking requirement is greater than needed. The surgical rooms are larger than exam rooms and the turnover rate is much lower for surgical rooms. This is a new use for which there is very little information on required parking. The building has a total of 46,505 sq. ft. of leasable area, which at one space per 300 sq. ft. requires 155 parking spaces.

The KU EYE Surgical Center is a hybrid use which has characteristics of both a medical clinic and a hospital. The parking requirements for a medical clinic are too high and the parking requirements for a hospital are too low.

To address this, staff is recommending the addition of a definition for "Ambulatory Surgical Center". There are definitions from both the Federal Government and the State of Kansas as follows:

Federal definition of ambulatory surgery center

An "*Ambulatory surgery center*" or ASC means any distinct entity that operates exclusively for the purpose of providing surgical services to patients not requiring hospitalization and in which the expected duration of services would not exceed 24 hours following admission.

Kansas definition of ambulatory surgery center

"*Ambulatory surgical center*" means an establishment with an organized medical staff of one or more physicians; with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures; with continuous physician services during surgical procedures and until the patient has recovered from the obvious effects of anesthetic and at all other times with physician services available whenever a patient is in the facility; with continuous registered professional nursing services whenever a patient is in the facility; and which does not provide services or other accommodations for a patient to stay more than 24 hours.

The State of Kansas definition is more descriptive and Staff recommends that it be added to the Definitions Chapter of the Ordinance.

Nancy Vennard noted the Kansas definition was significantly longer than the Federal definition. Mr. Williamson responded the preference is to the State definitions over the Federal because they are more local and recognized.

The Zoning Ordinance does not have a definition for "Medical or Dental Clinics or Offices". A definition had been included in a previous edition of the City Code which is as follows:

"Medical or Dental Clinic *or Office*: An establishment where patients, who are not lodged overnight, ~~except for observation or emergency treatment~~, are admitted for examination and treatment by a person or group of persons practicing any form of healing or health building services, whether such persons be medical

doctors, chiropractors, osteopaths, chiropractists, naturopaths, optometrists, dentists, or any such profession, the practice of which is ~~lawful~~ licensed in the State.”

The Commission recommended that the phrase “except for observation or emergency treatment” be removed as patients are not lodged overnight and that the term lawful be replaced by “licensed”.

The next step is to determine a parking requirement for Ambulatory Surgical Centers. Based upon the Parking Analysis of the actual use it appears that the Off-Street Parking Requirement for general office use is adequate for ambulatory surgical centers as well and it is recommended that the use require one space per 300 sq. ft., the same as required for general offices. Mr. Williamson reviewed parking requirements for medical services in other area cities. The parking requirements are varied for medical office uses, but it appears that Prairie Village is on the high side. From an administrative perspective it is very difficult for the Building Official to assess parking requirements for different office uses when they are located in the same building. Therefore, it is recommended that medical offices use the same standard as general offices, one space per 300 sq. ft. of net leasable area.

Assignment of Parking for Uses Not Listed and Reduction of Parking Requirements:

Overland Park, Olathe, Mission, and Lenexa all include a provision for assigning a parking requirement for uses not listed. The following is the proposed text for this provision.

Add *Section 19.46.030.D. Assignment of Parking for Uses Not Listed*

Any use not included in the parking requirements in the Zoning Ordinance shall be assigned a parking requirement by the Planning Commission.

Ron Williamson noted in reviewing the code, staff found two other areas where clarification is needed under “Mixed Uses” and “Net Leasable Area”.

When the parking requirements were established for large shopping centers it was the intent that basement storage was not included as net leasable floor area. It was not intended that storage areas in retail businesses on the main floor would be removed from the calculation. Therefore, the following revision is recommended:

D. Mixed Uses. When a building or development contains mixed uses and has less than 300,000 square feet of net leasable floor area, the off-street parking requirements shall be calculated for each individual use and the total parking requirement shall be the sum of individual parking requirements. When a building or development contains mixed uses excluding residential uses and has greater than 300,000 square feet of net leasable floor area and located in a C-2 General Business District, the off-street parking shall be calculated as set out in Mixed Business and Commercial Center Standard. Net Leasable Floor Area does not include *basement* storage areas.

14. Mixed Office and Commercial Centers that exceed 300,000 square feet in net leasable floor area and are located in District C-2 General Business

District shall provide a minimum of 3.5 spaces per 1,000 square feet of *net* leasable area.

Net Leasable Area:

A definition for “net leasable area” should be established for all uses. Gross area would normally include common areas, such as foyers, elevators, and stairwells that do not generate traffic. In the ordinance “gross area” would be replaced by net leasable area. The following is a suggested definition:

Net Leasable Area: The area devoted to sales or service, but excludes restrooms, common hallways, employee lounges, common foyers, stairwells, elevators, and basement storage areas.

The Commission discussed the wording of the proposed revisions to “Mixed Uses” and “Net Leasable Area”. It was noted the language could be changed during the public hearing; however, it was suggested that mechanical/electrical equipment rooms be added.

Fred Logan, 8340 Mission Road, addressed the Commission on behalf of Tower Properties addressing the KU Eye parking requirements and the proposed additional language to be added to allow the Planning Commission to assign parking requirements for uses not addressed by the code.

Mr. Logan thanked Mr. Williamson and staff for efforts to resolve the parking issues for KU Eye. The staff has done a great job addressing the issues and putting into place regulations that will allow for the Commission to address unique situations. As the traffic studies have shown the existing parking is adequate for the use. The addition of the surgery center had no impact on parking.

He strongly supports the provision allowing the Commission to set parking requirements for hybrid uses. He is pleased to office in a medical/office hybrid building with Village Pediatrics operating out of the same building as his law firm.

Gregory Wolf moved the Planning Commission authorize a public hearing on the proposed amendments as revised for the September 9th Planning Commission meeting. The motion was seconded by Larry Levy and passed unanimously.

**PLANNING COMMISSION MINUTES
September 9, 2014**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, September 9, 2014, in the Municipal Building Multi-Purpose Room at 7700

Mission Road. Chairman Bob Lindeblad called the meeting to order at 7:00 p.m. with the following members present: Jim Breneman, Randy Kronblad and Gregory Wolf.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, City Planning Consultant; Kate Gunja, Assistant City Administrator and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary. Also present was Council Liaison Terrence Gallagher.

PUBLIC HEARINGS

PC2014-05 Consider Ordinance Revisions to Chapter 19.46 "Off Street Parking Requirements and Chapter 19.02 "Definitions"

At its regular meeting on August 5, 2014, the Planning Commission discussed the proposed off-street parking amendments and authorized a public hearing to consider the proposed changes. The primary purpose of the proposed revisions to the Off-Street Parking and Loading Regulations is to resolve the parking requirements for the KU EYE Surgical Center. However, there are a couple of other amendments that are needed to revise other sections of the Chapter. Mr. Williamson noted that excessive parking requirements result in under-developed property, which is a concern for cities like Prairie Village, that are built out communities. On the other hand, the City must be cautious that parking does not become a problem in adjacent residential neighborhoods.

The proposed amendments affect two chapters. The proposed definitions are inserted into Chapter 19.02 - Definitions; while the proposed regulation changes are contained in Chapter 19.46 - Off-Street Parking and Loading Regulations.

Chapter 19.02 - DEFINITIONS

Add the following definitions:

19.02.027 Ambulatory Surgical Center.

"Ambulatory surgical center" means an establishment with an organized medical staff of one or more physicians; with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures; with continuous physician services during surgical procedures and until the patient has recovered from the obvious effects of anesthetic and at all other times with physician services available whenever a patient is in the facility; with continuous registered professional nursing services whenever a patient is in the facility; and which does not provide services or other accommodations for a patient to stay overnight.

19.02.367 Medical or Dental Clinic or Office.

"Medical or Dental Clinic or Office" means an establishment where patients, who are not lodged overnight, and are admitted for examination and treatment by a person or group of persons practicing any form of healing or health building services, whether such persons be medical doctors, chiropractors, osteopaths, chiropodists, naturopaths, optometrists, dentists, or any such profession, the practice of which is licensed in the State.

19.02.377 Net Leasable Floor Area.

“Net Leasable Floor Area” means the area devoted to sales or service, but excludes restrooms, common hallways, employee lounges, common foyers, stairwells, elevators, mechanical/electrical equipment rooms, and basement storage areas.

Ron Williamson reviewed the following proposed revisions to Chapter 19.46. “Off-Street Parking and Loading Regulations” noting that there are no changes to Sections 19.46.005 “Applicability” and 19.46.010 “General Provisions”

In Section 19.46.015 “Layout and Design Requirements” G 3 the last sentence is revised to read “Any new construction of or addition to or enlargement of buildings shall require compliance with the parking standards of this title, as applied to the **net leasable** floor area of the new buildings or new portion thereof.

There is no change to Section 19.46.020 “Parking Design Standards” or 19.46.025 “Accessible Parking”.

Section 19.46.030 “Required Spaces” is proposed as follows:

Text to be deleted is lined out and text to be added is in bold italics.

19.46.030 Required Spaces.

Off-street parking spaces shall be provided as follows:

A. Dwelling and Lodging Uses.

1. Boarding or rooming houses: One parking space per each three sleeping rooms.
2. Dormitories, fraternities, sororities: Two parking spaces for each three occupants based on the maximum design capacity of the building.
- ~~3. Hotels and motels: One space per each rental unit plus one space per each two employees in the largest working shift and such spaces as are required for restaurants, assembly rooms, and other affiliated facilities provided.~~
4. Manufactured homes: Two parking spaces per each home.
5. Nursing homes and convalescent homes: One parking space per each four beds based on the designed maximum capacity of the building, plus one parking space for each employee.
6. Single-family and single-family residential design: Two spaces per dwelling unit, one of which shall be provided in an enclosed garage or carport.
7. Two-family and multiple-family excluding group homes: Two spaces per dwelling unit.
8. Two-family and multiple-family dwelling units designed specifically for the elderly, excluding group homes, one space per two dwelling units.

B. Business and Commercial Uses.

1. Automobile, truck, recreational vehicle and mobile home sales and rental lots: One parking space for each 3,000 square feet of open sales lot area devoted to the sale, display and rental of said vehicles, plus one parking space for each employee.
2. Day Care Centers: One space for each employee plus one space for each 8 children.
3. Financial, business, and professional offices: One parking space for each 300 square feet of ~~gross~~ **net leasable** floor area.
4. Bowling alleys: Five parking spaces for each lane.
5. Automobile wash: Three holding spaces for each car washing stall plus two drying spaces for each car washing stall.
6. Funeral homes and mortuaries: One parking space for each three seats based upon the designed maximum capacity of the parlor, plus one additional parking space for each employee and each vehicle maintained on the premises.
7. Furniture and appliance stores, household equipment or furniture repair shop: One parking space for each 400 square feet of **net leasable** floor area.
8. Medical and dental clinics or offices: One parking space for each ~~200~~ **300** square feet of ~~gross~~ **net leasable** floor area.
9. Restaurants, private clubs and taverns: One parking space for 2.5 seats based on the maximum designed seating capacity; provided, however, that drive-in and drive-through restaurants shall have a minimum of at least ten parking spaces.
10. Retail stores and shops: One space per 250 square feet of **net leasable** floor area.
11. Service stations: One parking space for each employee plus two spaces for each service bay.
12. Theaters, auditoriums, and places of assembly, with or without fixed seats: One parking space for each four people, based upon the designed maximum capacity of the building.
13. All other business and commercial establishments not specified above: One parking space for each 250 square feet of **net leasable** floor area.
14. Mixed Office and Commercial Centers that exceed 300,000 square feet in net leasable floor area and are located in District C-2 General Business District shall provide a minimum of 3.5 spaces per 1,000 square feet of **net leasable floor** area. (Ord. 2089, 2004)
- 15. Ambulatory Surgical Centers: One space for each 300 square feet of net leasable floor area.**

C. Other Uses.

1. Churches: One parking space for each four seats based upon the maximum designed seating capacity, including choir lofts.
2. Elementary, junior high and equivalent parochial and private schools: Two parking spaces for each classroom.

3. High schools, colleges, universities and other similar public or private institutions of higher learning: Eight parking spaces for each classroom, plus one space for each two employees.
4. Hospitals: One parking space for each four beds, plus one parking space for each resident or staff doctor plus one space for each two employees based on the largest working shift in any 24-hour period.
5. Laundromats: One space for each two washing machines.
6. Fraternal associations and union headquarters: One parking space for each four seats based upon the design maximum seating capacity.
7. Public Swimming pools: One parking space for each 38 square feet of water area.
8. Trade and commercial schools: One parking space for each three students and one space for each employee.

D. Assignment of Parking for Uses Not Listed.

Any use not included in Sections A - C above, Required Spaces, shall be assigned a parking requirement by the Planning Commission.

Mr. Williamson noted the general change is the removal of Hotels and motels as they are not allowed by code and the change from "gross floor area" to "net leasable floor area". Also Ambulatory Surgical Centers has been added as a classification.

Paragraph D is language taken from the Overland Park code that allows the Planning Commission to assign parking requirements for uses not identified specifically by code.

There are no changes to Sections 19.46.035 "Plans and Approval Required", 19.46.040 "Off-Street Loading" and 19.46.040 "Access Streets and Loading Docks".

Bob Lindeblad stated he preferred the use of gross floor area as it was less complicated and also suggested that all the office uses be listed as one and not separated. He suggested combining numbers 3, 8 and 15. Mr. Williamson responded that under the gross area calculations parking requirements are high for several uses.

Jim Breneman pointed out that elevator room equipment was the same as mechanical/ equipment. He suggested it also be included in the definition of "Net Leasable Floor Area".

Jim Breneman asked why Hotel and Motel were being removed. Mr. Williamson replied that they are not allowed in the city nor under a special use permit. Bob Lindeblad noted that may be something to reconsider especially if the city is looking at mixed use development and higher density development.

Jim Breneman asked for clarification on 19.46.030 A (6, 7 & 8). It was recommended that A8 be deleted.

Chairman Bob Lindeblad opened the public hearing for comment.

Fred Logan, 8340 Mission Road, addressed the Commission on behalf of Tower Properties addressing the KU Eye parking requirements and supporting the proposed additional language to be added to allow the Planning Commission to assign parking requirements for uses not addressed by the code.

Mr. Logan thanked Mr. Williamson and staff for efforts to resolve the parking issues for KU Eye. The staff has done a great job addressing the issues and putting into place regulations that will allow for the Commission to address unique situations. As the traffic studies at KU Eye have shown, the existing parking is adequate for the use. The addition of the surgery center had no impact on parking.

He strongly supports the provision allowing the Commission to set parking requirements for hybrid uses and the increased to the net leasable floor area definition for determining parking requirements to 300. He is pleased to office in a medical/office hybrid building with Village Pediatrics operating out of the same building as his law firm. He feels the proposed regulations will provide an opportunity for more medical uses to locate in Prairie Village. These are quality tenants that will bring value to the city.

With no one else present to address the Commission, the public hearing was closed at 7:22 p.m.

Gregory Wolf moved the Planning Commission forward to the Governing Body the proposed amendments with their recommendation for adoption with the following revisions by the Planning Commission:

- 1) In Section 19.02.377 entitled "Net Leasable Floor Area" and after "mechanical/electrical **and elevator equipment rooms**
- 2) In Section 19.46.015 G (3) in the last sentence following "as applied to the **net leasable** floor area of the new buildings or new portion thereof."
- 3) In Section 19.46.030A "Dwelling and Lodging Uses" delete A(8)
- 4) In Section 19.46.030B "Business and Commercial Uses" combine #3, #8 & #15 to read as follows:
 3. Financial, business, **medical and dental clinics and offices, ambulatory surgical centers**, and professional offices: One parking space for each 300 square feet of **net leasable** floor area." "Businesses revised by the Commission with the recommendation that they be adopted.

The motion was seconded by Randy Kronblad and passed unanimously.

ORDINANCE 2317

AN ORDINANCE AMENDING CHAPTER 19.46 OF THE PRAIRIE VILLAGE MUNICIPAL CODE, ENTITLED "OFF-STREET PARKING AND LOADING REGULATIONS" BY DELETING SECTION 19.46.030 ENTITLED "REQUIRED SPACES" AND REPLACING SECTION 19.46.030 WITH A NEW SECTION OF LIKE NAME AND NUMBER AND AMENDING SECTION 19.46.015 ENTITLED "LAYOUT AND DESIGN REQUIREMENTS" BY AMENDING 19.46.015G(3) AND AMENDING CHAPTER 19.02 ENTITLED "DEFINITIONS" BY ADDING SECTIONS 19.02.027 ENTITLED "AMBULATORY SURGICAL CENTER"; 19.02.237 ENTITLED "MEDICAL OR DENTAL CLINIC OR OFFICE AND 19.02.337 ENTITLED "NET LEASABLE FLOOR AREA"

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

Section I. Planning Commission Recommendation.

After having received a recommendation from the Planning Commission and proper notice having been published and hearing held on August 5, 2014, as provided by law and under the authority of and subject to the provisions of the Zoning Regulations of the City of Prairie Village, Kansas, the Zoning Ordinance is amended as set forth in Section II.

Section II. Amendment to Section 19.46.030

Section 19.46.030 of the Prairie Village Municipal Code, entitled "Required Spaces" is hereby deleted and replaced by the following Section 19.46.030 entitled "Required Spaces" to read as follows:

Section 19.46.030 Required Spaces

19.46.030 Required Spaces.

Off-street parking spaces shall be provided as follows:

A. Dwelling and Lodging Uses.

1. Boarding or rooming houses: One parking space per each three sleeping rooms.
2. Dormitories, fraternities, sororities: Two parking spaces for each three occupants based on the maximum design capacity of the building.
3. Manufactured homes: Two parking spaces per each home.
4. Nursing homes and convalescent homes: One parking space per each four beds based on the designed maximum capacity of the building, plus one parking space for each employee.
5. Single-family and single-family residential design: Two spaces per dwelling unit, one of which shall be provided in an enclosed garage or carport.
6. Two-family and multiple-family excluding group homes: Two spaces per dwelling unit.

B. Business and Commercial Uses.

1. Automobile, truck, recreational vehicle and mobile home sales and rental lots: One parking space for each 3,000 square feet of open sales lot area devoted to the sale, display and rental of said vehicles, plus one parking space for each employee.
2. Day Care Centers: One space for each employee plus one space for each 8 children.
3. Financial, business, medical or dental clinics and offices, ambulatory surgical centers and professional offices: One parking space for each 300 square feet of net leasable floor area.
4. Bowling alleys: Five parking spaces for each lane.
5. Automobile wash: Three holding spaces for each car washing stall plus two drying spaces for each car washing stall.
6. Funeral homes and mortuaries: One parking space for each three seats based upon the designed maximum capacity of the parlor, plus one additional parking space for each employee and each vehicle maintained on the premises.
7. Furniture and appliance stores, household equipment or furniture repair shop: One parking space for each 400 square feet of net leasable floor area.
8. Restaurants, private clubs and taverns: One parking space for 2.5 seats based on the maximum designed seating capacity; provided, however, that drive-in and drive-through restaurants shall have a minimum of at least ten parking spaces.
9. Retail stores and shops: One space per 250 square feet of net leasable floor area.
10. Service stations: One parking space for each employee plus two spaces for each service bay.
11. Theaters, auditoriums, and places of assembly, with or without fixed seats: One parking space for each four people, based upon the designed maximum capacity of the building.
12. All other business and commercial establishments not specified above: One parking space for each 250 square feet of net leasable floor area.
13. Mixed Office and Commercial Centers that exceed 300,000 square feet in net leasable floor area and are located in District C-2 General Business District shall provide a minimum of 3.5 spaces per 1,000 square feet of net leasable floor area. (Ord. 2089, 2004)

C. Other Uses.

1. Churches: One parking space for each four seats based upon the maximum designed seating capacity, including choir lofts.
2. Elementary, junior high and equivalent parochial and private schools: Two parking spaces for each classroom.
3. High schools, colleges, universities and other similar public or private institutions of higher learning: Eight parking spaces for each classroom, plus one space for each two employees.

4. Hospitals: One parking space for each four beds, plus one parking space for each resident or staff doctor plus one space for each two employees based on the largest working shift in any 24-hour period.
5. Laundromats: One space for each two washing machines.
6. Fraternal associations and union headquarters: One parking space for each four seats based upon the design maximum seating capacity.
7. Public Swimming Pools: One parking space for each 38 square feet of water area.
8. Trade and Commercial Schools: One parking space for each three students and one space for each employee.

Section III. Amendment to Section 19.46.015

Section 19.46.015G(3) of the Prairie Village Municipal Code, entitled "Layout and Design Requirements" is hereby amended to read as follows:

G. In addition, the following regulations shall apply:

3. The permitted parking ratio and the allowed dimensions of parking spaces, including off-the-premises parking, for all shops, offices and other business uses which existed on the date of the adoption of this title and which are located on lands zoned District C-0, C-1, C-2, C-3 and planned business or by special use permit shall be that which existed on the date of the adoption of this title. Remodeling or reconstruction of said existing buildings may proceed in compliance with applicable codes, provided this prevailing parking ratio is not diminished. Any new construction of or addition to or enlargement of buildings shall require compliance with the parking standards of this title, as applied to the net leasable floor area of the new buildings or new portion thereof.

Section IV. Amendment to Section 19.02

Section 19.02 of the Prairie Village Municipal Code, entitled "Definitions" is hereby amended with the addition of following Sections 19.02.027 "Ambulatory Surgical Center"; 19.02.367 "Medical or Dental Clinic or Office" and 19.02.377 "Net Leasable Floor Area" to read as follows:

19.02.027 Ambulatory Surgical Center.

"Ambulatory surgical center" means an establishment with an organized medical staff of one or more physicians; with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures; with continuous physician services during surgical procedures and until the patient has recovered from the obvious effects of anesthetic and at all other times with physician services available whenever a patient is in the facility; with continuous registered professional nursing services whenever a patient is in the facility; and which does not provide services or other accommodations for a patient to stay overnight.

19.02.367 Medical or Dental Clinic or Office.

"Medical or Dental Clinic or Office" means an establishment where patients, who are not lodged overnight, and are admitted for examination and treatment by a person or group of persons practicing any form of healing or health building services, whether such persons be medical doctors, chiropractors, osteopaths,

chiropractors, naturopaths, optometrists, dentists, or any such profession, the practice of which is licensed in the State.

19.02.377 Net Leasable Floor Area.

“Net Leasable Floor Area” means the area devoted to sales or service, but excludes restrooms, common hallways, employee lounges, common foyers, stairwells, elevators, mechanical/electrical and elevator equipment rooms, and basement storage areas.

Section V. Repeal of Prior Ordinances

All ordinances and parts thereof that are inconsistent with any provision of this ordinance are hereby repealed.

Section VI. Effective Date

This ordinance shall take effect and be in force from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 6th DAY OF OCTOBER, 2014.

/s/ Ronald L. Shaffer
Ronald L. Shaffer, Mayor

ATTEST:
/s/ Joyce Hagen Mundy
Joyce Hagen Mundy
City Clerk

APPROVED AS TO FORM:
/s/ Catherine P. Logan
Catherine P. Logan
City Attorney

MAYOR'S ANNOUNCEMENTS

October 6, 2014

Committee meetings scheduled for the next two weeks include:

Board of Zoning Appeals	10/07/2014	6:30 p.m.
Planning Commission	10/07/2014	7:00 p.m.
Park & Recreation Committee	10/08/2014	7:00 p.m.
Sister City Committee	10/13/2014	7:00 p.m.
JazzFest Committee	10/14/2014	7:00 p.m.
Environment/Recycle Committee	10/15/2014	7:00 p.m.
Council Committee of the Whole	10/20/2014	6:00 p.m.
City Council	10/20/2014	7:30 p.m.

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The Prairie Village Arts Council is the annual State of the Arts reception in the R. G. Endres Gallery. The artist reception will be Friday, October 10, from 6:00 - 8:00 p.m., with the awards being announced at 7:30 p.m.

Remember this is Peanut Butter Week. Bring your donation to City Hall or area schools or churches.

Save the Date for the Northeast Johnson County Chamber of Commerce 2014 Annual Gala on Saturday, November 22, 2014 at the Overland Park Marriott.

INFORMATIONAL ITEMS
October 6, 2014

1. Council Committee of the Whole Minutes - September 15, 2014
2. Planning Commission Agenda - October 7, 2014
3. Board of Zoning Appeals Agenda - October 7, 2014
4. Prairie Village Arts Council - July 16, 2014
5. Environment/Recycle Committee Minutes - July 23, 2014
6. JazzFest Committee Minutes - August 13, 2014
7. JazzFest Committee Minutes - August 26, 2014
8. Corrected Sister City Committee Minutes - July 14, 2014
9. Sister City Committee Minutes - August 11, 2014
10. Park & Recreation Minutes - May 14, 2014
11. Mark Your Calendar

COUNCIL COMMITTEE OF THE WHOLE
September 15, 2014

The Council Committee of the Whole met on Monday, September 15, 2014 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Ashley Weaver with the following members present: Mayor Ron Shaffer, Jori Nelson, Ruth Hopkins, Steve Noll, Eric Mikkelson, Andrew Wang, Laura Wassmer, Brooke Morehead, Dan Runion, Courtney McFadden, Ted Odell and Terrence Gallagher. Staff Members present: Wes Jordan, Chief of Police; Keith Bredehoeft, Director of Public Works; Katie Logan, City Attorney; Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk.

COU2014-36 Consider Pool Painting Bids

Keith Bredehoeft stated the 2014 Public Works Operating Budget provides for the painting of the lap and adult pools. The project will include sandblasting the pools and applying new paint.

A request for qualifications was publically advertised on August 12, 2014. Below are the three companies who have submitted bids.

Northeast Painting Associates, LLC	\$57,570.00
Commercial Waterproofing, Inc.	\$60,468.00
Sunshine Sandblasting	\$59,250.00

Northeast Painting Associates, LLC is currently has the City's three year painting contract and Public Works is comfortable with them providing this service. Under the City's current contract with Northeast Painting Associates, LLC any project over \$10,000 must be bid. This work will be performed under their current contract with the City. The 2014 Public Works Operating Budget includes this work.

Ted Odell asked how often this is done. Mr. Bredehoeft responded every 5 to 7 years depending on the age of the pool.

Brooke Morehead asked is something could also be done to the locker rooms. Mr. Bredehoeft stated improvements will be made to the locker room under a separate contract.

Laura Wassmer made the following motion, which was seconded by Brooke Morehead and passed unanimously:

**MOVED THE CITY COUNCIL APPROVE THE BID FROM
NORTHEAST PAINTING ASSOCIATES, LLC FOR POOL
PAINTING IN THE AMOUNT OF \$57,570.00
COUNCIL ACTION TAKEN
09/15/2014**

COU2014-37 Consider Construction Administration Agreement with TranSystems for the 2014 CDBG Project

In 2012 TranSystems was selected to be the City's construction administration consultant for 2012, 2013 and 2014. This contract will include construction administration services for the 2014 CDBG Project: RADR0001.

The total construction cost for the above project will be about \$140,000. The fee was negotiated with TranSystems to be approximately 4% of construction costs. This percentage is reasonable given the short construction timeline of this project. Funding is available in the Capital Improvements Program Project RADR0001.

Terrence Gallagher noted the 4% rate is low based on the industry average. Mr. Bredehoeft confirmed it was and noted that the City has worked with TranSystems and they will be managing the project very efficiently. The industry average rate is 8%.

Laura Wassmer made the following motion which was seconded by Terrence Gallagher and passed unanimously:

MOVED THE CITY COUNCIL APPROVE THE CONSTRUCTION ADMINISTRATION AGREEMENT WITH TRANSYSTEMS FOR THE 2014 CDBG PROJECT: RADR0001 IN THE AMOUNT OF \$5,500.

**COUNCIL ACTION TAKEN
09/15/2014**

COU2014038 Consider Interlocal Agreement with the City of Leawood, Kansas for Project SODR0004L Somerset Drive - Belinder Avenue to State Line Road

Mr. Bredehoeft stated that at the previous meeting an interlocal agreement was approved with Johnson County for CARS funding of this project. Project SODR0004: Somerset Drive- Belinder Avenue to State Line Road is a rehabilitation project in which about 25% of the project is in Leawood, Kansas. An Interlocal Agreement is necessary with Leawood to document the details and financial obligations of each City. This project is funded at 50% by Johnson County's CARS program. The project will be fully administered by Prairie Village. After the County's CARS funding the cost breakdown will be approximately \$107,500 Leawood and \$322,500 Prairie Village.

This project is a part of the 2014 CIP and is currently beginning construction. Funding is available under the Capital Infrastructure Program, Project SORD0004: Somerset Drive- Belinder Avenue to State Line Road for the City's portion of the project.

Eric Mikkelson asked what the work the project included. Mr. Bredehoeft responded concrete curb and gutter with sidewalk added on the south side of Somerset. Mr. Mikkelson confirmed the sidewalk would now be connected all along the south side of Somerset.

Eric Mikkelson asked if the city charged Leawood for the administration of this project. Mr. Bredehoeft responded the City of Overland Park adds an administration fee to shared projects they administer; however, Prairie Village and Leawood do not charge administrative fees. He noted, however, that the city does bill Leawood for related design costs for the project.

Laura Wassmer made the following motion which was seconded by Eric Mikkelson and passed unanimously:

MOVED THE CITY COUNCIL APPROVE THE INTERLOCAL AGREEMENT WITH THE CITY OF LEAWOOD, KANSAS FOR PROJECT SODR0004: SOMERSET DRIVE - BELINDER AVENUE TO STATE LINE ROAD.

**COUNCIL ACTION TAKEN
09/15/2014**

COU2014-35 Consider the adoption of the 2014 Standard Traffic Ordinance for Kansas Cities and the 2014 Uniform Public Offense Code for Kansas Cities, with certain changes, additions and deletions

City Attorney Katie Logan stated that on an annual basis, the City receives the latest edition of the UPOC and the STO from the League of Kansas Municipalities. The 2014 UPOC and 2014 STO were reviewed against current City ordinances for any discrepancies. Any deletions or additions were reviewed and approved by the City Attorney and City Prosecutor in consultation with the Police Department.

UPOC Ordinance No 2315.:

The Uniform Public Offence Code (“UPOC”), which is published annually by the League of Kansas Municipalities, includes about 100 public offenses which may be prosecuted in municipal courts. Some UPOC provisions have parallel provisions under state law (prosecuted by the District Attorney in state court) and some are local violations only. Prairie Village and Mission Hills have historically adopted the current annual version of the UPOC, with amendments. In 2013, both cities retained the 2012 version of the UPOC in order to retain certain provisions regulating knives and firearms, including prohibiting open carry.

On July 1, 2014, HB 2578, approved by the Kansas legislature and signed by the Governor in the 2014 Session, became effective.

HB 2578 preempts the City’s ability to regulate knives and open carry, and accordingly on June 16, 2014 the Governing Body approved Ordinance 2311 which became effective July 1, 2014, repealing certain sections of the 2012 UPOC as amended by the City. The amendments, all covered in an agenda memo at the June 16 meeting, are summarized below.

KNIVES:

HB 2578, Section 8, amends K.S.A. 2013 Supp. 12-16,134 by prohibiting municipalities from enacting and *enforcing* any ordinance relating to the transportation, possession, carrying, sale, transfer, purchase, gift, devise, licensing, registration, or use of a knife or knife making components. The term “municipalities” does not include unified school districts, jails and juvenile correction facilities. The addition of the term “enforcing” closed a loophole relied on the City last year when it retained the 2012 version of UPOC including certain provisions regulating knives.

Ms. Logan stated under HB Prairie Village may not enact or enforce local ordinances which make the possession of knives a criminal offense, nor may it prohibit persons from carrying knives on public property, including into public buildings, other than jails or juvenile correctional facilities.

The provisions found in the 2014 UPOC governing knives are consistent with the HB 2578.

FIREARMS:

HB 2578, Section 5, allows open carry to be prohibited in buildings, including city buildings, according to regulations and signage to be adopted by the Kansas Attorney General. As of June 11, 2014, no regulations have been adopted. It is expected that the ability to prohibit open carry in city buildings will be the same as the ability to prohibit conceal carry, or be broader.

HB 2578, Section 6, enacted a new state statute which prohibits the possession of loaded firearms (concealed or unconcealed) on or about the person or within such person’s immediate access and control while in a vehicle, while under the influence of alcohol or drugs or both, to such a degree as to render such person incapable of safely operating a firearm.

HB 2578, Section 7, amends K.S.A. 2013 Supp. 12-16,124 by prohibiting cities from adopting or *enforcing* any ordinances governing the purchase, transfer, ownership, storage, *carrying* or transporting of firearms or ammunitions, and by eliminating certain exceptions which allowed cities to regulate certain aspects of firearms, including the “manner” of open carry and loaded firearms in vehicles. However, Section 7 does allow cities to adopt employment policies, consistent with the Personal and Family Protection Act (K.S.A. 2013 Supp. 75c01 *et seq.*) regarding the carrying of firearms by employees.

HB 2578, Section 16, allows a corrections facility, a jail facility or a law enforcement agency to prohibit the carrying of handgun or other firearm, concealed or unconcealed, by any person into any secure area of a building.

As long as HB 2578 remains effective and enforceable, practical effects for Prairie Village are as follows:

- Prairie Village may not enact or enforce local ordinances which make the open carry of a firearm a criminal offense.
- Except as noted below, Prairie Village may not enact or enforce ordinances or other regulations relating to the transportation or possession of firearms in vehicles.
- Possession of a loaded firearm on or about the person or within a person's immediate access and control while in a vehicle, while under the influence, may be charged by Prairie Village police as a state law violation.
- Except as noted below, Prairie Village may not prohibit open or conceal carry of firearms on public property.
- Prairie Village may prohibit open carry of firearms in city buildings in accordance with regulations to be adopted by the Kansas Attorney General.
- Prairie Village may prohibit open carry of firearms by employees in the work place, including in city vehicles. This does not appear to be conditioned upon a four year exemption or adequate security measure requirements of 2013 HB 2052.
- By virtue of the 4 year exemption period (expires January 1, 2018) adopted by Prairie Village in 2013 in response to 2013 HB 2052, Prairie Village may prohibit conceal carry (public and employees) in all buildings which are covered by the 4 year exemption.
- After the 4 year exemption period expires, Prairie Village may only prohibit employees from conceal carrying in city buildings if (i) the building has "adequate security measures" (electronic equipment and personnel at public entrances to detect and restrict the carrying of any weapons into a building, including, but not limited to, metal detectors and metal detector wands), and (ii) the employee does not have restricted access to the building.
- After the 4 year exemption period expires, Prairie Village may only prohibit persons other than employees from conceal carrying in buildings if the building has adequate security measures.
- Prairie Village may not prohibit employees from conceal carrying in their personal vehicles and in city parking lots.
- Prairie Village may prohibit the carrying of any firearm in the secure area of the police department.

The provisions in the 2014 UPOC governing firearms are consistent with the HB 2578.

Ms. Logan stated the City is required by the provisions of HB 2578 to adopt the 2014 UPOC as written on these issues. However, there are changes proposed to the 2014 UPOC to be consistent with the city's municipal code. They are as follows:

SECTION TWO increases the maximum fine for minor tobacco violations from \$25 to \$100. This change was made by PV to prior versions of the UPOC.

SECTION THREE restates Section 6.2 of the published 2014 UPOC to delete certain typos which were contained in the published version of that Section.

SECTIONS FOUR AND FIVE add offenses which are not included in the UPOC. These changes were made by PV to prior versions of the UPOC.

SECTION SIX adds the offense of possession of firearms while under the influence as a City offense, incorporating the elements of the same offense under state law. The actions described in SECTION SIX can be charged as either a state violation, prosecuted by the District Attorney, or a municipal court violation, prosecuted by the City Prosecutor. The LKM did not include this offense in the UPOC because it felt that it should be up to individual cities to include or not include as a municipal court violation by amending the UPOC.

SECTION SEVEN modifies the 2014 UPOC version of the offense of unlawful discharge of firearms. A "marked" version reflects the difference between the proposed City version of 10.5 and the 2014 UPOC version of 10.5:

10.5 UNLAWFUL DISCHARGE OF FIREARMS.

- (a) Unlawful discharge of firearms is the discharging or firing of any gun, rifle, pistol, revolver or other firearm within the city.
- (b) This section shall not be construed to apply:
 - (1) If the firearm is discharged in the lawful defense of one's person, another person or one's property;
 - (2) If the firearm is discharged at a private or public shooting range;
 - (3) To the discharge of firearms by any duly authorized law enforcement officer when necessary in the discharge of his or her official duties;
 - (4) To the discharge of firearms in any licensed shooting gallery; or
 - (5) To firing squads for ceremonials.

Unlawful discharge of firearms is a Class B violation. (KSA 21-6308a)

After input from the PD, the PV version of Section 10.5 of the UPOC is recommended as it does not make an exception for allowing discharge of firearms in PV to take wildlife, to defend against an animal attack, or to allow discharge using blanks (except as noted for ceremonial purposes).

SECTION EIGHT deletes certain UPOC smoking offenses, covered elsewhere in the PV Code, and adds certain offenses not included in the UPOC. These changes were made by PV to prior versions of the UPOC.

GENERAL. Certain changes to the UPOC made by PV in prior years are not included this year. The primary ones relate to firearms. But there were a few others which were made in prior years because certain offenses in prior versions of the UPOC were not consistent with other state statutes and therefore had to be amended locally. The 2014 UPOC cleans up those inconsistencies.

Eric Mikkelson asked if the UPOC has a definition identifying who can participate in the firing of a firearm for ceremonial purposes. Chief Jordan responded there is no definition. He stated the city could add a definition which would require the approval of the Chief of Police for participating in the firing of a firearm for ceremonial purposes.

Chief Jordan noted that the primary change to the 2014 UPOC that impacts Prairie Village is regarding the city's inability to regulate firearms as specified in HB2578.

Jori Nelson asked about the change in Section 8 regarding smoking regulations. Katie Logan responded this is the carryover of a previous change as smoking regulations are covered elsewhere in the city's municipal code. Ms. Nelson wanted to be sure the smoking regulations were not being removed. Chief Jordan later provided Ms Nelson with the location of the city's smoking regulations in Chapter 11 of the municipal code.

Ted Odell moved the Governing Body adopt Ordinance 2315 adopting the Uniform Public Offense Code edition 2014 as prepared and published by the League of Kansas Municipalities with certain sections amended, deleted and with additional and supplemental sections including language requiring the approval of the Chief of Police to fire a firearm for ceremonial purposes. The motion was seconded by Laura Wassmer.

Eric Mikkelson confirmed that only the regulations relative to firearms and knives were repealed and other weapons previously in the code are still considered illegal.

Mr. Mikkelson expressed concern with the exception to the illegal discharge of firearms if discharged at a private or public shooting range. He would like to see that more restrictive. Chief Jordan noted that public shooting ranges are required to be licensed. Terrence Gallagher also noted that shooting ranges are not allowed in Prairie Village per the zoning regulations. He noted that 10.5 (b)(4) grants an exception to the discharge of firearms in any licensed shooting gallery. Mr. Gallagher suggested that 10.5(b)(2) and 10.5 (b)(4) be combined.

Katie Logan stated that could be done and suggested the following language: "To the discharge of firearms in any licensed shooting gallery or licensed shooting range; "

Jori Nelson questioned the impact on the adoption of this code on “open carry” Ms. Logan responded the City of Prairie Village does not prohibit open carry and by adopting the UPOC that would not change.

Terrence Gallagher questioned Section 10.3 which prohibits vehicles in City Parks and how that would impact the food trucks that were at JazzFest. Chief Jordan responded it does not as their presence is handled through another process of approval.

Brooke Morehead questioned the prohibiting alcohol in the parks and public property except for the Community Center. Chief Jordan stated that other processes are in place to allow for alcohol for certain events and that the prohibition needs to remain for the general public.

Ted Odell made the following amended motion which was seconded by Laura Wassmer and passed by a vote of 11 to 1 with Nelson voting in opposition:

**MOVE THE GOVERNING BODY ADOPT ORDINANCE 2315
ADOPTING THE UNIFORM PUBLIC OFFENSE CODE EDITION
2014 (UPOC) PREPARED AND PUBLISHED BY THE LEAGUE OF
KANSAS MUNICIPALITIES WITH CERTAIN SECTIONS
AMENDED, DELETED AND WITH ADDITIONAL AND SUPPLEMENTAL
SECTIONS INCLUDING REVISIONS TO 10.5(B) REQUIRING
THE APPROVAL OF THE CHIEF OF POLICE TO FIRE FIREARMS
FOR CEREMONIAL PURPOSES AND FOR THE DISCHARGE
OF FIREARMS IN ANY LICENSED SHOOTING GALLERY OR
LICENSED SHOOTING RANGE.**

**COUNCIL ACTION TAKEN
09/15/2014**

STO Ordinance No. 2316:

Katie Logan stated that there are no changes to the 2014 Standard Traffic Ordinance except to Section 7 to correct an error in the previous STO. She reviewed the following provisions of the proposed ordinance:

SECTION ONE: Incorporates 2014 Standard Traffic Ordinance for Kansas Cities and adds language from Prairie Village Municipal Code Ordinance 11-705, DEFINITIONS, PEDESTRIANS to the 2014 Standard Traffic Ordinance for Kansas Cities, Definition of Pedestrians. The definition addition carries over same provision from 2013.

SECTION TWO: Establishes Prairie Village Municipal Code 11-602, SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES, which defines traffic offenses and infractions under the Prairie Village Municipal Code. Carries over same provision from 2013.

SECTION THREE: Establishes Prairie Village Municipal Code 11-603, PENALTY FOR SCHEDULED FINES, which establishes fines for offenses or infractions which do not have a penalty section under the 2014 Standard Traffic Ordinance for Kansas Cities or the Prairie Village Municipal Code. Carries over same provision from 2013.

SECTION FOUR: Modifies Article 4, Section 13.1(c) of the STO by allowing Public Works vehicles during snow to possess a traffic control signal device. Carries over same provision from 2013.

SECTION FIVE: Modifies Article 13, Section 107 of the STO by adding language allowing for remote control starts of vehicles. Carries over same provision from 2013.

SECTION SIX: Adds a Sec. 193(1) to Article 19 of the STO which requires driver's license holder to notify the Kansas Department of revenue- motor vehicles of a name or address change within 10 days of such change. Carries over same provision from 2013.

SECTION SEVEN: This amendment corrects a typo in the published 2014 UPOC.

Other Changes to 2014 STO made by the League were reviewed by the PVPD, considered minor and not to require amendments by PV.

Terrence Gallagher made the following motion which was seconded by Laura Wassmer and passed unanimously:

**MOVE THE GOVERNING BODY ADOPT ORDINANCE 2316
ADOPTING THE STANDARD TRAFFIC ORDINANCE EDITION OF
2014 (STO) PREPARED AND PUBLISHED BY THE LEAGUE OF
KANSAS MUNICIPALITIES WITH CERTAIN SECTIONS
AMENDED, DELETED AND WITH ADDITIONAL AND SUPPLEMENTAL
SECTIONS.**

**COUNCIL ACTION TAKEN
09/15/2014**

EXECUTIVE SESSION

Ruth Hopkins 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 30 minutes for the purpose of consulting with the City Attorney on matters of pending litigation. Present will be the Mayor, City Council, City Attorney and Jennifer Hannah. The motion was seconded by Andrew Wang and passed unanimously.

The Council Committee of the Whole was reconvened at 7:10 p.m.

STAFF REPORTS

Public Safety

- Chief Jordan reported that the department was reviewing the expanded use of body cameras. He noted they are currently used successfully by the traffic unit that does not have in-car video. He reviewed their operation, some of the challenges they present and answered questions from the Council.
- Chief Jordan reported that staff were invited to Claridge Court on 9/11 in appreciation for their services.

Public Works

- Keith Bredehoeft reported on the recent Emerald Ash Bore meetings and the status of the program.
- The City has submitted an application for a grant to create city-wide bike lanes. The results will not be known until November. Eric Mikkelson thanked Mr. Bredehoeft and Councilmembers Nelson, McFadden and Kate Gunja for their work on this project. Mr. Bredehoeft noted that 80% of the grant was written by Mrs. McFadden.
- Keith Bredehoeft provided an update on the McCrum Park Improvements. Crews are currently setting up for the mill/overlay. Once the conduit has been set around the perimeter of the park KCP&L will bury the power lines.

ADJOURNMENT

With no further business to come before the Council Committee of the Whole, Council President Ashley Weaver adjourned the meeting at 7:25 p.m.

Ashley Weaver
Council President

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
TUESDAY, OCTOBER 7, 2014
7700 MISSION ROAD
7:00 P.M.**

I. ROLL CALL

II. APPROVAL OF PC MINUTES - SEPTEMBER 9, 2014

III. PUBLIC HEARINGS

PC2014-06 Consider ordinance revisions to the Prairie Village Zoning Regulations Chapter 19.48 entitled "Signs" Section 19.48.011 entitled "Definitions"

PC2014-07 Consider ordinance revisions to the Prairie Village Zoning Regulations removing Chapter 19.38 entitled "Recreational Vehicles and Equipment - Parking and Storage"

IV. NON-PUBLIC HEARINGS

**PC 2014-117 Consider Site Plan Approval for Car Wash/Restroom Building at the Phillips 66 Station
9440 Mission Road
Zoning: C-2
Applicant: Chris Hafner, Davidson Architecture**

V. OTHER BUSINESS

Adoption of the 2015 Planning Commission Meeting/Submittal Schedule

Update on Noise Ordinance

VI. ADJOURNMENT

Plans available at City Hall if applicable
If you cannot be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

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

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
AGENDA
October 7, 2014
6:30 P.M.**

- I. ROLL CALL

- II. APPROVAL OF MINUTES - March 4, 2014

- III. ACTION ITEM
BZA2014-04 Request for a Variance from P.V.M.C. 19.44.020(C4)
"Yard Exceptions" to increase the projection of the porta cochere
5115 West 81st Street
Zoning: R-1a Single Family Residential District
Applicant: Gerald Mancuso & Dr. Jana Goldsich

- IV. OTHER BUSINESS

- V. OLD BUSINESS

- VI. ADJOURNMENT

If you cannot be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

FINANCE COMMITTEE
September 29, 2014

The Finance Committee met on Monday, September 29, 2014. Council members Present: Steve Noll (Committee Chair), Andrew Wang, Dan Runion and Ted O'Dell. Guests Present: Katie Logan from Lathrop Gage and Kathy Thompsen (citizen). Staff Present: Quinn Bennion, Kate Gunja and Lisa Santa Maria.

The Committee met to discuss:

Transfer of CIDs to New Ownership Group

First Washington has indicated an interest in purchasing the Prairie Village Shops and Corinth Square Shops. The City anticipates the current ownership group will submit a written request for the transfer of assignment of the CID Agreements.

In preparation of this request, the Finance Committee discussed the information it would like gathered and provided to Council to assist them in making their determination.

The Finance Committee discussed possible consulting firms and why it is necessary to engage a consultant to assist the City in the process of evaluating First Washington's financial and managerial abilities.

Katie Logan contacted several consulting firms and one firm responded with interest: Colliers International. Colliers International is a recognized expert in the commercial real estate market. The City would be working specifically with Ted Murray, who has been in the Kansas City commercial real estate business since 1977. The Finance Committee felt it was important to hire a consultant with expertise in this area to help provide applicable information to the Council during the decision process. The City has never been through a CID transfer before.

Katie will work with Ted Murray on the legal aspects of the CID transfer. Ted's responsibility will be to address the qualifications and financial responsibility of First Washington and to identify any obligations that may not be in the best interest of the City

Scope of services from Colliers International:

1. Review Documents
2. Inventory Developer obligations
3. Research First Washington Realty
 - Overall Company
 - Real Estate activities of the Company
 - Does the Company have the skill set to meet the Developer obligations
4. Interview contact at First Washington regarding its plans and qualifications
5. File report
6. Attend meeting/s to present report

Hourly rate of \$250, with a not to exceed amount of \$4000 (will be paid for from the CID's)

FINANCE COMMITTEE
September 29, 2014

The committee consented to advise Quinn to proceed with engaging Colliers International to assist the Council.

Anticipated Schedule:

- Mid – October
 - City receives official request for transfer of the CID to new ownership
- November 17th
 - Report to Council Committee of the Whole from Ted Murray with Colliers International
- December 1st
 - Council vote

Meeting was adjourned at 5:45 p.m.

TREE BOARD

City of Prairie Village, Kansas

MINUTES (Revised)

**Wednesday August 6, 2014
Public Works Conference Room
3535 Somerset Drive**

Board Members: Jack Lewis, Greg VanBooven, Deborah Nixon, Rick Howell, Linda Marcusen, Jonathan Pruitt

Other Attendees: Suzanne Lownes, Peter Gogol

Jack Lewis called the meeting to order at 6:00 p.m. with a quorum present.

1) Review and Approve Minutes of May 7, 2014- Motion by Linda Marcusen, second Deborah Nixon. **Approved unanimously.**

2) Sub-Committee Report

2.1) Fall Seminar Planning – The Fall Seminar will be October 1st at 7:00pm. The Council Chamber has been reserved and reminder has been put in the August/September Village Voice. The group discussed who to request for the panel to discuss preferred trees to plant in Prairie Village and to answer any tree questions. Linda Marcusen said she would contact Kim Bomberger and Deborah Nixon said she would contact Dennis Patton. The Board also asked board member Greg VanBooven to sit on the panel as well.

3) EAB Updates - The plan was approved by Council on Monday, August 4th. A Public Meeting will be held with notifications going out to everyone who has an ash tree to be removed. Tentative date for the meeting is August 27th. Approximately 100 trees are to be removed and replanted this fall. Public Works staff is working on the replant information now. The removals won't occur until after the public meeting. Rick Howell had concerns about the replant of the trees and keeping the aesthetics that Prairie Village currently has with the landscaping look of many of the streets with the right-of-way trees. Suzanne Lownes updated them that Public Works staff was looking at each area for removals this year and picking 3 potential replacement options for each location for the residents to choose from. The hope is to try and diversify while still trying to keep mindful of the aesthetics of the street.

Suzanne Lownes updated the group that the park ash tree inventory was ready. Jack Lewis said he would update everyone via email, but they would plan on getting together Friday, August 15th at 1:00pm at Porter Park to start the inventory.

4) Old Business - None

- 5) New Business** - There was an oak tree removed on Juniper that has been verified that it has oak wilt.

Deborah Nixon suggested that the Tree Board start reviewing the Approved Tree Planting List. Suzanne Lownes said she would send out a copy to the board members for review.

- 6) Next Meeting** - The next meeting will be September 3, 2014 at 6:00pm at the Public Works Facility. Also please note the EAB Informational Open House on August 17th at the Prairie Village Community Center.

The meeting adjourned at 6:45 p.m.
Minutes prepared by Suzanne Lownes.

TREE BOARD

City of Prairie Village, Kansas

MINUTES (DRAFT)

Wednesday September 3, 2014

Public Works Conference Room
3535 Somerset Drive

Board Members: Jack Lewis, Greg VanBooven, Deborah Nixon, Jonathan Pruitt

Other Attendees: Suzanne Lownes, Eric Mikkelson

Jack Lewis called the meeting to order at 6:00 p.m. with a quorum present.

- 1) **Review and Approve Minutes of August 6, 2014** - Jack Lewis indicated that Kim Bomberger's name was spelled incorrectly. Motion by Greg VanBooven to accept with the change, second Deborah Nixon. **Approved unanimously.**

- 2) **Sub-Committee Report**

- 2.1) **Fall Seminar** - The Fall Seminar will be October 1st at 7:00pm in the City Hall Council. Greg VanBooven stated that he had talked with Kim Bomberger and he felt like it was too far for her to drive for such a short presentation. Kim Bomberger stated she would come to Prairie Village if we needed her but both agreed that if the board was ok with it that she would have Dennis Patton do the presentation and he and Greg VanBooven could handle the question and answer portion of the seminar. The board members agreed that would be fine. So the Fall Seminar will be a presentation on what trees are best to plant in the area and a question and answer portion for residents to ask the experts their questions about trees.

- 3) **EAB Updates** - Suzanne Lownes stated that the EAB meeting went well last week. There were about 20 who attended. It was a nice format to help answer individual questions.

Letters were sent out to the 2014 removal residents with Tree Plant options. Removal list will be going out to the contractor shortly. There has been one request so far to not replant a tree.

- 4) **Prairie Village Approved Tree List** - Linda Marcusen had indicated via email that she thought that utilizing the Kansas Extension Office approved list would be a good place to start. Jack Lewis said that everyone should review the list and indicate removals or additions and send them to him to coordinate.
- 5) **Old Business** - Eric Mikkelson updated the Tree Board on the Committee on Committees discussions. He indicated that there seems to be discussion about consolidating some of the committees. The Tree Board members reminded Eric Mikkelson that the Tree Board needs to stay intact to maintain the City's Tree City USA status. They also explained how in the

beginning that the Tree Board was part of the Park & Recreation Committee but that there was minimal overlap with the Committee's business and it was not working well, so they split off.

- 6) **New Business** - Suzanne Lownes informed the board members that to start the removal of the ash trees that the decision was made to remove all the ash trees at Porter Park along Roe Ave. Staff was looking for recommendations on replants from the Tree Board. The Tree Board members suggested that 3 groupings of trees would look good in that area. Their suggestions were London Plane Tree, Sugar Maple, Swamp White Oak and Bald Cypress (which they thought would look best on the south end).

- 7) **Next Meeting** - The next meeting will be the Fall Seminar on October 1st at 7:00pm in the City Hall Council Chamber. The next official meeting will be November 5 at 6:00pm at the Public Works Facility.

The meeting adjourned at 7:05 p.m.
Minutes prepared by Suzanne Lownes.

Prairie Village Arts Council
Wednesday, August 20, 2014
7:00 p.m.
City Hall Multi-Purpose Room

Minutes

The Prairie Village Arts Council met at 7:00 p.m. in the Multi-Purpose Room at City Hall. Members present: Shelly Trewolla, Chair, Julie Flanagan, Art Weeks, Shervin Razavian, Carolyn Wassmer, Councilmember Ted Odell, Staff: Kate Gunja

Minutes

The minutes from the July 16, 2014 meeting were approved.

Financial Reports

Assistant City Administrator Kate Gunja reviewed the budget information with the Committee.

City Council Report

Councilmember Ted Odell reported to the Council that that a Prairie Village Teen Council has been created. Applications are due September 26. The 2015 Budget has been adopted. He also stated that the Council had been working on revisions to the RV parking and storage regulations for the city and that the Council recently heard a presentation on this item from Staff. A work group consisting of councilmembers had been established to come up with a recommendation. Council was proceeding forward with their recommendations regarding revising storage requirements in the coming months.

Exhibit/Receptions

August Exhibit/Reception, August 8, 6:30-7:30 pm

Shelly said that it was a very well attended reception.

September Exhibit/Reception – Gloria Hawkins and Christina Ellis – September 12, 6:30-7:30 pm

Old Business

Discuss “Pianos on Parade” presentation from July 16 Meeting

Discussion on this item was continued to the September Meeting.

Discuss 2014 State of the Arts

Julie reviewed the excel spreadsheet that she had put together regarding job duties for the show. Julie said that she would act as the Chairman and would work on decorations. Carolyn said that she would put together the slideshows for the event. Shelly, Truss and Art said that they would work on food/drinks. Other dates/events that were discussed:

- Oct 1 6:00 pm Meet to hang artwork. All on committee participate. Will order pizza.
- Oct 8 6:00 pm Meet at Sam's to shop for food – Shelly, Truss, Shervin, Dan and city staff member
- Oct 9 6:00 pm Prepare food at Julie's house. All on committee participate.
- Oct 10 Day of event. Begin preparations at City Hall at 1:00 pm

Committee said that Dan provided the chandelier. Committee said that white Christmas lights should be stored somewhere at City Hall. Kate will verify. Trash cans/recycling should be provided by Public Works.

There was discussion about sponsorships. Kate reported that the only sponsor received to date was for the \$1,000 award. Art said that he would draft a letter to send to potential sponsors and Kate said that she would mail.

Update regarding Children's Show at 2015 SOTA
Council tabled this item until after 2014 SOTA.

New Business

Shelly reported that she has been involved in the Johnson County Arts Council and that they are having a meeting about getting more people involved.

The meeting was adjourned at 8:30 p.m. The next meeting will be September 17, 2014 at 7:00 p.m.

PRAIRIE VILLAGE ENVIRONMENT AND RECYCLE COMMITTEE

Minutes, August 27, 2014

Pete Jarchow, for the steering committee, opened the meeting at 7:00. Attending were Pete, Thomas O'Brien, Barbara Brown, Karin McAdams, Al Pugsley, Kate Gunja, Polly Swafford, Ben Claypool, Penny Mahon, Ruth Hopkins, Jori Nelson, Jeff Gorski and the guest speaker, Keith Bredehoeft, Prairie Village Public Works Director.

The minutes from July 23 were approved as written.

Guest speaker: Keith Bredehoeft

- **Pesticides and insecticides:** As always, no chemicals are used on Bennett Park. The city is interested in trying Bradfield Horticultural Vinegar, a product that can replace Snapshot, although Snapshot would still be used in some places. The cost of Bradfield is a factor, but it may be worth it. It will be tried first at Prairie Park.
- We are focusing on building better turf, which will choke out weeds.
 - **Q.** Do you keep track of which chemicals go where? **A.** We're working on a better system as well as better training in applying chemicals. Every day we have a discussion about safety.
 - **Q.** When you apply chemicals, do you put in stakes? **A.** Yes.
 - **Q.** Do you share information with nearby communities? **A.** Bill Billings, the Field Manager, is making more connection with his counterparts in other cities.
 - **Q.** Why are there no chemicals on Bennett Park? [A brief history of this issue was given] **A.** We want to improve the turf at Bennett Park.
 - **Q.** Have you received complaints about any particular areas? **A.** There are random complaints but rarely about one area in particular. We don't necessarily respond to random complaints.
- **Recycling:** There are now recycling bins in five parks, and the crew has received more training in handling them. They need to be more identifiable. Weltner Park is the most challenging for compliance, but getting the public to use the bins correctly is difficult everywhere. We would like to expand, including to a location near the tennis courts. More training would be good. [Julie Davis was suggested for conducting training.]
 - **Q.** You mentioned that a recycling bag that is too full of trash would be rejected. Do you keep track of how many are recycled and how many are rejected? **A.** Yes, we do. We hope to educate the public so fewer are rejected.
 - **Q.** Do you have a lot of trouble with glass in the bags? **A.** We have the biggest problem at Franklin and Weltner parks. Again, we want to be able to mark the bins more clearly.
 - **Q.** Do you intend to have recycling bins in all the parks eventually? **A.** Yes, except for the parks with very little traffic.
 - **Q.** Could you use little purple bins for glass? **A.** There are a lot of problems with that.

- **Winter salt products:** We are looking at products that use less salt.
- **Trees:**
 - **Q.** Does the Tree Board choose the trees that replaced ones that are removed? **A.** No, we do. Bill Billings has training as an arborist.
 - **Q.** What kind of trees will be planted around the tennis courts? **A.** None with pine needles! Perhaps there will be some bushes.

New business: Team Thrift

- The organization is connected with several thrift stores and collection boxes.
- They proposed to the city that they could provide curbside collection of textiles, with some of the proceeds to benefit the Prairie Village Municipal Foundation.
- The city would have to do a Request for Proposal for organizations interested in participating.
- Donations would be tax-deductible. There is the risk that donations might be taken before being picked up by the organization.
- Team Thrift would be willing to meet with PVERC at our September meeting.

Reports and business:

- **Community Gardens: Thomas O'Brien:**
 - Most of the leadership team will leave this fall.
 - They intend to approach Parks and Recreation about a request for fencing.
 - There were plentiful donations to food banks of this year's produce.
 - The Montessori School has not contacted anyone about a garden; Ben offered to check with them.
- **Education Committee: Ben Claypool:**
 - Concerning the bag ban, PVERC members have favored banning plastic bags but are divided about how to handle paper bags; opinion tends to favor charging \$.25. A popular choice would be to start with large stores and phase in smaller retailers.
 - The committee will send a survey to merchants and inform the City Council about their actions.
 - A question: should we include merchants who are nearby but not in Prairie Village?

Earth Fair

- The fair will be held on March 28. This date may require some revisions because of the weather

- The committee will meet soon to discuss a theme and strategies.

The meeting adjourned at 8:45 pm.

The next meeting will be held on September 24 at 7:00 p.m.

Respectfully submitted,

Karin McAdams

**Council Members
Mark Your Calendars
October 6, 2014**

October 2014	State of the Arts exhibit in the R. G. Endres Gallery
October 6-10	Peanut Butter Week
October 10	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
October 11-13	League of Kansas Municipalities Annual Conference, Wichita, KS
October 20	City Council Meeting
November 2014	Jhulan Mukharji and Ada Koch mixed media exhibit in the R. G. Endres Gallery
November 3	City Council Meeting
November 12	League of Kansas Municipalities Regional Supper, Ottawa, KS
November 14	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
November 17	City Council Meeting
November 18-22	National League of Cities Conference, Austin, TX
November 22	NEJC Chamber Gala
November 27	City offices closed in observance of Thanksgiving
November 28	City offices closed in observance of Thanksgiving
December 2014	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