

# **CITY OF PRAIRIE VILLAGE**

**May 18, 2015**

Council Committee Meeting 6:00 p.m.

City Council Meeting 7:30 p.m.

**COUNCIL COMMITTEE OF THE WHOLE  
Council Chambers  
Monday, May 18, 2015  
6:00 PM**

**AGENDA**

**ASHLEY WEAVER, COUNCIL PRESIDENT**

**AGENDA ITEMS FOR DISCUSSION**

Presentation of the 2014 audit  
Berberich Trahan

Presentation of the recommended 2016 operating budget  
Lisa Santa Maria

- \*COU2015-22 Consider the construction administration agreement with Affinis Corp for On-Call Field Services for Telecommunication Installation Right-of-Way Activities.  
Keith Bredehoeft

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



BERBERICH TRAHAN & CO., P.A.  
*Certified Public Accountants*

D R A F T

CITY OF PRAIRIE VILLAGE, KANSAS

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Report to the City Council  
[Date of Issuance of Communication]



BERBERICH TRAHAN & CO., P.A.  
*Certified Public Accountants*

[Date of issuance of communication]

To the Honorable Mayor and City Council of  
City of Prairie Village, Kansas

We are pleased to present this report related to our audit of the financial statements of the City of Prairie Village, Kansas (the City) for the year ended December 31, 2014. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the City's financial reporting process.

This report is intended solely for the information and use of the Honorable Mayor and City Council and is not intended to be and should not be used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to continue to be of service to the City.

[FIRM SIGNATURE]

BERBERICH TRAHAN & CO., P.A.

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CITY OF PRAIRIE VILLAGE, KANSAS

Report to the City Council  
[Date of Issuance of Communication]

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# Required Communications

Generally accepted auditing standards (AU-C 260, *The Auditor's Communication with Those Charged with Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

<b>Area</b>	<b>Comments</b>
<b>Our Responsibilities with Regard to the Financial Statement Audit</b>	Our responsibilities under auditing standards generally accepted in the United States of America and the Kansas Municipal Audit and Accounting Guide have been described to you in our arrangement letter dated November 17, 2014.
<b>Overview of the Planned Scope and Timing of the Financial Statement Audit</b>	We have issued a separate communication regarding the planned scope and timing of our audit and have discussed with you our identification of and planned audit response to significant risks of material misstatement.
<b>Accounting Policies and Practices</b>	<p data-bbox="292 966 1315 1113">D R A F F E T</p> <p data-bbox="771 945 1443 1018"><b>Preferability of Accounting Policies and Practices</b></p> <p data-bbox="771 1018 1443 1323">Under generally accepted principles, in certain circumstances, management may select among alternative accounting practices. We did not discuss with management any alternative treatments within generally accepted accounting principles for accounting policies and practices related to material items during the current audit period.</p> <p data-bbox="771 1333 1443 1375"><b>Adoption of, or Change in, Accounting Policies</b></p> <p data-bbox="771 1375 1443 1596">Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City. The City did not adopt any significant new accounting policies nor have there been any changes in existing significant accounting policies during the current period.</p> <p data-bbox="771 1606 1443 1648"><b>Significant or Unusual Transactions</b></p> <p data-bbox="771 1648 1443 1797">We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.</p>

Area	Comments
	<p><b>Management’s Judgments and Accounting Estimates</b></p> <p>Accounting estimates are an integral part of the preparation of financial statements and are based upon management’s current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. You may wish to monitor throughout the year the process used to determine and record these accounting estimates. Summary information about the process used by management in formulating particularly sensitive accounting estimates and about our conclusions regarding the reasonableness of those estimates is in the attached “Summary of Accounting Estimates.”</p>
<p><b>Audit Adjustments</b></p>	<p>There were no audit adjustments made to the original trial balance presented to us to begin our audit.</p>
<p><b>Uncorrected Misstatements</b></p>	<p>During the course of our audit, we accumulated uncorrected misstatements that were determined by management to be immaterial, both individually and in the aggregate, to the statements of financial position, results of operations, and cash flows and to the related financial statement disclosures. The uncorrected misstatements are summarized in the attached representation letter.</p>
<p><b>Disagreements with Management</b></p>	<p>We encountered no disagreements with management over the application of significant accounting principles, the basis for management’s judgments on any significant matters, the scope of the audit, or significant disclosures to be included in the financial statements.</p>
<p><b>Consultations with Other Accountants</b></p>	<p>We are not aware of any consultations management had with other accountants about accounting or auditing matters.</p>
<p><b>Significant Issues Discussed with Management</b></p>	<p>No significant issues arising from the audit were discussed with or the subject of correspondence with management.</p>

<b>Area</b>	<b>Comments</b>
<b>Significant Difficulties Encountered in Performing the Audit</b>	We did not encounter any significant difficulties in dealing with management during the audit.
<b>Certain Written Communications between Management and Our Firm</b>	Copies of certain written communications between our firm and the management of the City, including the representation letter provided to us by management, are attached.

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# CITY OF PRAIRIE VILLAGE, KANSAS

## Summary of Significant Accounting Estimates

### Year Ended December 31, 2014

The following describes the significant accounting estimates reflected in the City's December 31, 2014, financial statements:

Estimate	Accounting Policy	Management's Estimation Process	Basis for Our Conclusions on Reasonableness of Estimate
Net OPEB Obligation	The net OPEB obligation is computed by an independent actuarial firm. The disclosure is based upon numerous assumptions and estimates, including the expected rate of investment return, the interest rate used to determine the present value and medical care cost trend rates.	The rate of return is based on historical and general market data.	Review of management's analysis resulted in our conclusion that the estimate appears reasonable.
Pension Liability	The pension liability is computed by an independent actuarial firm. The disclosure is based upon numerous assumptions and estimates, including the expected rate of investment return and the interest rate used to determine the present value.	The rate of return is based on historical and general market data.	Review of management's analysis resulted in our conclusion that the estimate appears reasonable.

Berberich Trahan & Co., P.A.  
3630 SW Burlingame Road  
Topeka, Kansas 66611-2050

This representation letter is provided in connection with your audit of the basic financial statements of the City of Prairie Village, Kansas (the City) as of and for the year ended December 31, 2014 for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects in accordance with accounting principles generally accepted in the United States of America.

We confirm, to the best of our knowledge and belief, as of the date of the auditor's report, the following representations made to you during your audit.

*Financial Statements*

1. We have fulfilled our responsibilities, as set out in the terms of the audit arrangement letter dated November 17, 2014, for the preparation and fair presentation of the financial statements referred to above in accordance with accounting principles generally accepted in the United States of America.
2. We have identified for you all of our funds and governmental functions.
3. We have properly classified all funds and activities.
4. We have properly determined and reported the major governmental funds based on the required quantitative criteria.
5. We are responsible for compliance with laws and regulations applicable to the City including adopting, approving and amending budgets.
6. We have identified and disclosed to you all laws and regulations that have a direct and material effect on the determination of financial statement amounts including legal and contractual provisions for reporting specific activities in separate funds.
7. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
8. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
9. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.

10. Related-party transactions, including those with other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete, and interfund transactions, including interfund accounts and advances receivable and payable, sale and purchase transactions, interfund transfers, long-term loans, leasing arrangements, and guarantees, have been recorded in accordance with the economic substance of the transaction and appropriately accounted for and disclosed in accordance with the requirements of accounting principles generally accepted in the United States of America.
11. All events subsequent to the date of the financial statements and for which accounting principles generally accepted in the United States of America requires adjustment or disclosure have been adjusted or disclosed.
12. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America.
13. The following have been properly recorded and/or disclosed in the financial statements:
  - a. Net positions and fund balance classifications.
  - b. The fair value of investments.
  - c. Amounts of contractual obligations for construction and purchase of real property or equipment not included in the liabilities or encumbrances recorded on the books.
  - d. Debt issue provisions.
  - e. Significant estimates and material concentrations known to management which are required to be disclosed.
  - f. Risk financing activities.
  - g. Deposits and investment securities categories of risk.
  - h. The effect on the financial statements of standards which have been issued, but which we have not yet adopted.
14. We have no plans or intentions that may materially affect the carrying value or classification of assets or liabilities. In that regard:
  - a. The City has no significant amounts of idle property and equipment.
  - b. The City has no plans or intentions to discontinue the operations of any activities or programs or to discontinue any significant operations.
  - c. Provision has been made to reduce applicable assets that have permanently declined in value to their realizable values.
  - d. We have reviewed long-lived assets and certain identifiable intangibles to be held and used for impairment whenever events or changes in circumstances have indicated that the carrying amount of the assets might not be recoverable and have appropriately recorded the adjustment.
15. We are responsible for making the accounting estimates included in the financial statements. Those estimates reflect our judgment based on our knowledge and experience about past and current events and our assumptions about conditions we expect to exist and courses of action we expect to take. In that regard, adequate provisions have been made:
  - a. To reduce receivables to their estimated net collectable amounts.

- b. For risk retention, including uninsured losses or loss retentions (deductibles) attributable to events occurring through December 31, 2014 and/or for expected retroactive insurance premium adjustments applicable to periods through December 31, 2014.
  - c. To reduce investments and other assets which have permanently declined in value to their realizable values.
  - d. For pension obligations, post-retirement benefits other than pensions, and deferred compensation agreements attributable to employee services rendered through December 31, 2014.
16. There are no:
- a. Material transactions that have not been properly recorded in the accounting records underlying the financial statements.
  - b. Violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency. In that regard, we specifically represent that we have not been designated as, or alleged to be, a "potentially responsible party" by the Environmental Protection Agency in connection with any environmental contamination.
  - c. Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed by the Contingencies Topic of the FASB Accounting Standards Codification.
  - d. Guarantees, whether written or oral, under which the City is contingently liable.
  - e. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances.
  - f. Lines of credit or similar arrangements.
  - g. Agreements to repurchase assets previously sold.
  - h. Security agreements in effect under the Uniform Commercial Code.
  - i. Liens or encumbrances on assets or revenues or any assets or revenues which were pledged as collateral for any liability or which were subordinated in any way.
  - j. Liabilities which are subordinated in any way to any other actual or possible liabilities.
  - k. Debt issue repurchase options or agreements, or sinking fund debt repurchase ordinance requirements.
  - l. Leases and material amounts of rental obligations under long-term leases.
  - m. Authorized but unissued bonds and/or notes.
  - n. Derivative financial instruments.
  - o. Special and extraordinary items.
  - p. Arbitrage rebate liabilities.
  - q. Impairments of capital assets.
17. We have no direct or indirect, legal or moral obligation for any debt of any organization, public or private, or to special assessment bond holders that is not disclosed in the financial statements.
18. The City has satisfactory title to all owned assets.

19. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance. In connection therewith, we specifically represent that we are responsible for determining that we are not subject to the requirements of the Single Audit Act and OMB Circular No. A-133, because we have not received, expended or otherwise been the beneficiary of the required amount of federal awards during the period of this audit.
20. Net positions (net investment in capital assets; restricted; and unrestricted) and fund balances are properly classified and, when applicable, approved.
21. Expenses or expenditures have been appropriately classified in or allocated to functions and programs in the statement of activities and allocations have been made on a reasonable basis.
22. Revenues have been appropriately classified in the statement of activities within program revenues and general revenues.
23. Capital assets, including infrastructure assets, are properly capitalized, reported and depreciated.
24. We agree with the findings of specialists in evaluating the postemployment benefit liability and pension liability and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.
25. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the basic financial statements. A list of the uncorrected misstatements is attached to this letter.

*Information Provided*

26. We have provided you with:
  - a. Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters.
  - b. Additional information that you have requested from us for the purpose of the audit;
  - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
  - d. Minutes of the meetings of governing board and committees of board members, or summaries of actions of recent meetings for which minutes have not yet been prepared.
27. All transactions have been recorded in the accounting records and are reflected in the financial statements.

28. We have disclosed to you the results of our assessment of risk that the financial statements may be materially misstated as a result of fraud.
29. We have no knowledge of allegations of fraud or suspected fraud, affecting the entity's financial statements involving:
  - a. Management.
  - b. Employees who have significant roles in the internal control.
  - c. Others where the fraud could have a material effect on the financial statements.
30. We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements received in communications from employees, former employees, analysts, regulators or others.
31. We have no knowledge of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
32. We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statements.
33. We have disclosed to you the identity of the entity's related parties and all the related-party relationships and transactions of which we are aware.
34. We are aware of no significant deficiencies, including material weaknesses, in the design or operation of internal controls that could adversely affect the City's ability to record, process, summarize and report financial data.
35. We are aware of no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
36. With respect to supplementary information presented in relation to the financial statements as a whole:
  - a. We acknowledge our responsibility for the presentation of such information.
  - b. We believe such information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America.
  - c. The methods of measurement or presentation have not changed from those used in the prior period.
  - d. When supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.
37. With respect to the required supplementary information presented as required by the Governmental Accounting Standards Board to supplement the basic financial statements:
  - a. We acknowledge our responsibility for the presentation of such required supplementary information.
  - b. We believe such required supplementary information is measured and presented in accordance with guidelines prescribed by accounting principles generally accepted in the United States of America.

- c. The methods of measurement or presentation have not changed from those used in the prior period.
38. During the course of your audit, you may have accumulated records containing data which should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

Very truly yours,

CITY OF PRAIRIE VILLAGE, KANSAS

\_\_\_\_\_  
Quinn Bennion, City Administrator

Date Signed \_\_\_\_\_

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\_\_\_\_\_  
Lisa Santa Maria, Finance Director

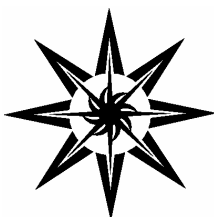
Date Signed \_\_\_\_\_

CITY OF PRAIRIE VILLAGE, KANSAS  
SUMMARIZED SCHEDULE OF UNCORRECTED MISSTATEMENTS  
GENERAL FUND  
12/31/2014

	Debit (Credit) to Correct the Misstatements			
	Assets	Liabilities	Net Assets	Income
<hr/>				
Description:				
Carryover Impact from Previous Years:			\$ -	\$ -
Current Year Misstatements				
Known errors:				
To record additional accounts payable		\$ (39,400)		39,400
Close current year income statement effect into equity			-	
TOTAL	\$ -	\$ (39,400)	\$ -	\$ 39,400

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## **PUBLIC WORKS DEPARTMENT**

**Council Committee Meeting Date: May 18, 2015**

**Council Meeting Date: May 18, 2015**

**CONSIDER CONSTRUCTION ADMINISTRATION AGREEMENT WITH AFFINIS CORP FOR ON-CALL FIELD SERVICES FOR TELECOMMUNICATION INSTALLATION RIGHT-OF-WAY ACTIVITIES.**

### **RECOMMENDATION**

Move to approve the construction administration agreement with Affinis Corp for On-Call Field Services for Telecommunication Installation Right-of-Way Activities and authorize use of 2015 General Fund contingency.

### **BACKGROUND**

The City is responsible for managing the Rights-of-Way within the City. Public Works anticipates the need for this assistance for roughly the next year as telecommunications companies (Google Fiber and AT&T GigaPower) complete their build out in Prairie Village. The magnitude and timing of the build outs does not allow City staff to complete the required inspections without additional personnel.

Public Works recently requested proposals from firms to provide construction administration services for Prairie Village in the areas of Right of Way Inspection and Construction Inspection for the next three years. 11 firms submitted proposals. Based on their proposals the selection committee chose Affinis to be the City's On-Call consultant for telecommunication installation for right-of-way activities in 2015, 2016, and 2017. Other firms were selected for construction inspection on-call and could be utilized if the right-of-way activities on-call needs to be supplemented with additional personnel. The selection committee consisted of Terrence Gallagher, Ted Odell, Keith Bredehoeft, Melissa Prenger and Kenny Khongmaly.

We are proposing to utilize an on-call consultant for approximately 20 hours per week of inspection time for the on-call service with a total maximum value of the contract at \$100,000. The hours per week will be regulated by city staff and will be adjusted as needed. The on-call services include inspection of permitted activities in the right-of-way associated with the telecommunication installation to ensure city specifications are followed, reviewing permits, attending bi-weekly construction meetings, and assist in facilitating the process of resident concerns.

### **FUNDING SOURCE**

This was not anticipated in the 2015 budget so it is proposed to use General Fund Contingency for this work. The expenses, in part, will be offset with ROW permit fees. Once services are offered, the City will receive franchise fees of 5% of gross receipts for video services.

## **ATTACHMENTS**

1. Construction Administration Agreement with Affinis Corp

## **PREPARED BY**

Melissa Prenger, Sr. Project Manager

May 13, 2015

# AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

For

CONSTRUCTION ADMINISTRATION

For

## ON-CALL FIELD SERVICES OF TELECOMMUNICATION INSTALLATION RIGHT-OF-WAY ACTIVITIES

***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 Missouri corporation with offices at 8900 Indian Creek Parkway, Suite 450, Overland Park, Kansas 66210, hereinafter called the “**Consultant**”.

***WITNESSED, THAT WHEREAS***, City has determined a need to retain a professional engineering firm to provide civil engineering services for Construction Administration for On-Call Field Services of Telecommunication Installation Right-of-Way Activities 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 - RESPONSIBILITIES OF THE CITY

The CITY designates Melissa Prenger, Senior Project Manager as CITY representative with respect to this Agreement. Ms. Prenger shall have the authority to transmit instructions, receive information, interpret and define the policies of the CITY, make decisions relevant to the services of the CONSULTANT.

The CITY shall do the following in a timely manner:

1. Make available to the CONSULTANT all existing data and records relevant to the Project, including but not limited to, maps, plans, correspondence, data and previous reports and studies possessed by the CITY.
2. Approve all criteria and information as to the requirements of the CITY for the Project, including objectives and constraints, performance requirements, and budgetary limitations.
3. Review and approve all correspondence transmitted and forms used by the CONSULTANT relative to this Project.
4. Review for approval all submittals such as change orders and payment requests by the CONSULTANT.

## **ARTICLE II - RESPONSIBILITIES OF THE CONSULTANT**

The CONSULTANT designates Kristen Leathers as Construction Manager, who shall direct the related construction administration and field services in all phases of the Project to which this Agreement applies. The Construction Manager shall serve as the prime professional on this Project and shall be the prime contact with the Senior Project Manager. Project Representatives shall be designated by the Construction Manager to perform specified responsibilities within this Agreement.

The standard of care for all professional consulting services and related construction administration and field 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 profession, practicing under similar conditions at the same time and in the same locality.

The CONSULTANT shall act as CITY representative to the extent and limitations of the duties, responsibilities and authority as assigned herein and shall not be modified, except as CONSULTANT may otherwise agree in writing.

The CONSULTANT shall make visits to the Work areas at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified professional the progress and quality of the Work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to CONSULTANT herein, but rather are to determine if Contractor's work is proceeding in accordance with the issued permit requirements and City standards. The CONSULTANT shall keep CITY informed of the progress of the Work.

The CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, the CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its Work in accordance with the City standards and the requirements of the Contractor's contract.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. The CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the City standards and the requirements of the Contractor's contract.

The duties and responsibilities of the CONSULTANT are as follows:

1. Prepare for and attend weekly meetings with City, utility agencies and contractors.
2. Review and process right-of-way permits for utility contractors.
3. Submit a weekly report via email to City including:
  - a. Hours worked.
  - b. Section/location of work.
  - c. Contractors working.
  - d. Work performed.

4. Part-time construction observation of approximately 20 hours per week is estimated. Hours may be adjusted if approved by the City.
5. Facilitate and observe issues/questions between the utility agency, contractors and residents, as needed. Verify resolution and completion of issue.
6. Provide pre-construction photos or documentation in areas requiring restoration.
7. Use city map to track permits, resident notifications, types of work, areas of work, contractors and completion.
8. Perform final walk-thru and prepare punch list for contractor. Close permit for work performed.

The CONSULTANT shall not:

- 1 Exceed limitations of CONSULTANT authority as set forth in the Agreement.
- 2 Undertake any of the responsibilities of utility agency, Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY, utility agency or Contractor.
- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

The CONSULTANT is expected to conduct himself/herself at all times in such a manner as to reflect credit upon himself/herself and the CITY they represent. It is expected that the Construction Manager will be suitably dressed for the work, and he/she will be clean and neat enough to be a suitable representative of the CITY to the Contractor and the public. The CONSULTANT will be pleasant, courteous and business-like in meeting the public. He/She is helpful and considerate to answer questions asked by the public. If the CONSULTANT cannot clearly answer the question, the CONSULTANT should refer the questioner to the Senior Project Manager.

The CONSULTANT will not engage in controversial activities relative to the project in public, particularly if it involves public speaking, public debate, public media, etc. All written communications intended for publication that relate to the project must be approved by the Senior Project Manager.

A primary responsibility of the CONSULTANT is to have a working knowledge of the controlling regulations, codes and directives dealing with the public convenience, public safety and construction safety. Though jobsite safety is contractually the Contractor's responsibility, the CONSULTANT should immediately report all unsafe conditions or practices to the proper authority. However, if in the opinion of the CONSULTANT, the precautions taken by the Contractor are found to be insufficient or inadequate in providing job or public safety at any time, the CONSULTANT shall notify the Senior Project Manager.

The CONSULTANT is expected to wear suitable clothing and protective gear on the jobsite. Hard hats must be worn at all times there is a danger of falling and flying material. Approved reflective vests must be worn for high visibility in close proximity to traffic and moving equipment. Clothing and protective gear should clearly identify the CONSULTANT.

Good housekeeping and sanitary provisions are the responsibility of the Contractor. The Contractor is responsible for public and private property and shall take every reasonable precaution to avoid damage by the construction activities. Throughout all phases of construction, the rubbish and debris on a project shall be held to a minimum and confined to organized disposal and storage areas. Dust nuisance is to be held to a minimum. The Contractor's equipment and construction activities shall not contribute to air pollution by excessively discharging smoke, exhaust and other contaminants in such quantities to be a nuisance and violation of contract. The CONSULTANT shall record such unacceptable conditions in the Daily Report.

The responsibility of safe and proper handling of traffic rests with the Contractor. The CONSULTANT shall see that the Contractor provides proper handling of traffic as required by the contract and shall notify the Contractor to correct any potentially dangerous situation that exists. The section of the Manual of Uniform Traffic Control Devices (MUTCD) titled *Work Area Traffic Control Handbook* sets forth the principle and standards in order to provide safe and effective work areas and to warn, control, protect and expedite vehicular and pedestrian traffic through the construction project. The MUTCD by reference is part of the Contractor's construction documents. The CONSULTANT shall refer to this document when monitoring and coordinating traffic handling with the Contractor. The CONSULTANT shall record such unacceptable conditions in the Daily Report.

The CONSULTANT are directed to avail themselves of the *Public Works Inspector' Manual*, latest edition published by the BNi Building News and available through the American Public Works Association. The manual is a complete operational and technical guidebook for inspecting all types of public works construction. The manual is the standard by which the CITY expects the CONSULTANT to meet and is part of this Agreement.

### **ARTICLE III - COMPENSATION**

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of \$100,000.00 for the scope of services as specified herein unless modified by Change Order. CONSULTANT current Hourly Rate Schedule is attached as Exhibit A.

The CONSULTANT may submit an invoice on a monthly basis from an estimate of Services or upon the completion of services. The CONSULTANT shall bill reimbursable expenses, which are beyond all fees for professional services. Reimbursable items shall be as follows:

- a. Plotting and printing for construction or as requested by the CITY except as outlined in the scope of services (printing and plotting for the CONSULTANT in-house use is not a reimbursable expense)
- b. Project Mileage
- c. Delivery Charges

All billings must be submitted by the fifteenth day of the month for all services rendered in the previous month. The CONSULTANT will invoice the CITY on forms approved by the CITY. All properly prepared invoices will include a documented breakdown of expenses incurred.

Both parties may submit an Engineering Change Order for major changes in scope, character, delays or complexity of Services. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward. The Engineering Change Order shall be signed by the CITY

and the CONSULTANT prior to the CONSULTANT proceeding with any work covered by this Agreement.

#### **ARTICLE IV - GENERAL PROVISIONS**

**Times for Rendering Services:** The CONSULTANT services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Services through completion. Specific periods of time for rendering services are set forth in Article IV, Time Schedule, in this Agreement, by which time defined services are to be completed. If such periods of time are changed through no fault of the CONSULTANT, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment.

**Opinions of Probable Cost:** In providing opinions of probable cost, the CITY understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs, if included herein, are to be made based on the CONSULTANT qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**Change in Scope:** The scope of work described in Article I Scope of Services, shall be subject to modification or supplement upon the signing of an Engineering Change Order by the CITY and the CONSULTANT. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

In event the CITY consents to, allows, authorizes or approves of changes to the construction documents prepared by the CONSULTANT, and these changes are not approved in writing by the CONSULTANT, the CITY recognizes that such changes and the results thereof are not the responsibility of the CONSULTANT. Therefore, the CITY agrees to release the CONSULTANT from any liability arising from the construction, use, or result of such changes. In addition, the CITY agrees to indemnify and hold the CONSULTANT harmless from any damage, liability or cost arising from such changes.

**Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement ("Plans") shall become the property of City. City agrees that if such Plans are ever used in connection with another project in which the Consultant is not providing civil engineering services or for completion of the Project by others, all references to the Consultant or any subconsultant, including seals, shall be removed from the Plans before use on said project. 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 sole risk and without liability to the Consultant. To the extent permitted by law, 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 Plans. 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.

**Insurance:** The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not

less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants 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.

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

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 agent, and other specified interests as additional insureds thereunder.

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 liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

**6.4 Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

**6.5 Termination for Convenience:** The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of



payment in this contract. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization

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

**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 subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for CITY reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

**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.

**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.

**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.

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.

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, KS

**CONSULTANT:**

AFFINIS CORP

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

\_\_\_\_\_  
Laura Wassmer, Mayor

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

\_\_\_\_\_  
Kristen E. Leathers

Address for giving notices:

CITY of Prairie Village  
7700 Mission Road  
Prairie Village, Kansas, 66208  
913-381-6464

Address for giving notices:

8900 Indian Creek Parkway  
Suite 450, Building 6  
Overland Park, Kansas 66210  
913-239-1100

ATTEST:

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

APPROVED BY:

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

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
Monday, May 18, 2015  
7:30 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **INTRODUCTION OF STUDENTS & SCOUTS**
- V. **PRESENTATIONS**

**Recognition of retiring teachers**

- VI. **PUBLIC PARTICIPATION**

(5 minute time limit for items not otherwise listed on the agenda)

- VII. **CONSENT AGENDA**

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

**By Staff**

- 1. Approve regular City Council minutes - May 4, 2015
- 2. Approve claims ordinance 2929
- 3. Adopt ordinance 2331 approving the Prairie Village Art Fair as a special event and authorizing the sale, consumption, and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas of the event
- 4. Ratify the Mayor's reappointment of committee members
- 5. Ratify the Mayor's appointment of new committee members
- 6. Approve 2015 TIPS hotline agreement

- VIII. **COMMITTEE REPORTS**

**Council Committee of the Whole**

COU2015-22 Consider the construction administration agreement with Affinis Corp for On-Call Field Services for Telecommunication Installation Right-of-Way Activities.

**Planning Commission**

PC2015-104 Consider final plat for Chadwick Court

**Arts Council**

Presentation on new programs

IX. **MAYOR'S REPORT**

X. **STAFF REPORTS**

XI. **OLD BUSINESS**

XII. **NEW BUSINESS**

**Election of Council President**

XIII. **ANNOUNCEMENTS**

XIV. **ADJOURNMENT**

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

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

**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
May 4, 2015**

The City Council of Prairie Village, Kansas, met in regular session on Monday, May 4, 2015 at 7:30 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas.

**ROLL CALL**

Mayor Laura Wassmer 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, Sheila Myers, Brooke Morehead, Dan Runion, David Morrison and Terrence Gallagher.

Staff present was: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Wes Jordan, Assistant City Administrator; Nolan Sunderman, Assistant to the City Administrator; Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk.

Also attending were Sgt. James Carney and Ron Williamson, City Planning Consultant.

Mayor Laura Wassmer led all present in the Pledge of Allegiance.

**PUBLIC PARTICIPATION**

No one was present to address the City Council on issues not listed on the Council Agenda.

**CONSENT AGENDA**

Council President Ashley Weaver moved the approval of the Consent Agenda for Council May 4, 2015:

1. Approve City Council Minutes - April 20, 2015

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

## **COMMITTEE REPORTS**

### **Planning Commission**

**PC2015-04 Consider Renewal of Special Use Permit for Wireless Communication facility and equipment compound at 3921 West 63<sup>rd</sup> Street, Consolidated Fire District #2**

City Attorney Katie Logan noted her firm represents Selective Site Consultants and that she will not be participating in any discussion on this matter and has not counseled the City on this item.

Ron Williamson stated this is a request to renew the Special Use Permit for the monopole and equipment compound located at Consolidated Fire District #2 Station at Mission Road and 63<sup>rd</sup> Street. The original application was made by Verizon Wireless who constructed the monopole and equipment compound. Upon completion of the construction, the facility was deeded to Consolidated Fire District #2 who is now the owner.

At its regular meeting on May 4, 2010 the Planning Commission found the findings of fact to be favorable and recommended the initial approval of the monopole and equipment compound subject to 21 conditions and subsequently approved the Site Plan. The Governing Body approved the original Special Use Permit with the 21 conditions recommended by the Planning Commission on June 7, 2010.

Mr. Williamson stated the first condition establishes the initial permit for a period of five years. At the end of the five year period, the permittee shall resubmit the application and shall demonstrate to the satisfaction of the Planning Commission and the Governing Body that a good faith effort has been made to cooperate with other providers to establish co-location at the tower site, that a need still exists for the tower, and that all the conditions of approval have been met.

With this renewal Sprint desires to co-locate on the tower. Sprint has conducted a multi-year search of a site that would allow them to improve their service coverage in this area. The propagation studies submitted clearly reflect that Sprint is currently providing inadequate coverage for this area

Sprint is requesting a three-year temporary permit to install antennas on the exterior of the tower. The existing canisters on the tower are not technically able to be used because the interior of the tower is at capacity and there is not enough space in the tower to accommodate the Sprint antennas and equipment. The Sprint antennas will be mounted on the exterior of the monopole and will be encased in a shroud. The shroud will be approximately 63" wide and 90" long. The monopole is approximately 29" wide at this point so the shroud will extend approximately 17" beyond the monopole. The equipment boxes supporting the Sprint installation would be located in the existing equipment compound. Sprint is requesting the temporary use for a period not to exceed three years in order for them to explore other alternatives to providing a permanent solution for service to this area. If this request is approved for the three-year period they can install quickly and be providing service to customers within a few months.

It was noted a permanent solution may require the replacement of this monopole with a larger, not taller one, the addition of a second tower or perhaps an alternative

tower structure which may be a “monopine,” a man-made tree. The application approval and the actual construction of the proposed facility take a considerable amount of time.

The five-year renewal period as set out in Condition #1 will expire June 7, 2015 and the applicant is requesting a ten-year renewal. When the monopole was approved, it had six canisters for antennas at elevations 145 feet, 135 feet, 125 feet, 115 feet, 105 feet and 95 feet. Verizon took the top two. AT&T took elevations 125 feet, 115 feet and 95 feet; and T-Mobile took elevation 105 feet, but did not install its antennas. Condition #12 approved the tower for Verizon and two additional carriers. Sprint is requesting co-location on the tower and would be the fourth carrier and this condition would need to be modified to accommodate them. Sprint’s technical analysis indicated the 105-foot elevation is not useable because the pole is at capacity and Sprint’s antennas and equipment cannot physically fit within the tower. Therefore, Sprint is requesting approval to install its antennas and RRUs on the outside of the monopole, but enclosed within a shroud, for a maximum period of three years while it finds a permanent solution to serve the area. The equipment proposed by Sprint will be located within the existing equipment compound.

A public hearing was held before the Planning Commission on April 7, 2015 with no one present to speak on the application. A neighborhood information meeting was held on March 16, 2015 with no one attending.

Mr. Williamson noted that condition #12 was not well worded and requested a change in the wording eliminating the word “Additional” at the beginning of the second sentence. Steve Noll confirmed this was not a substantive change requiring a two thirds vote of the Council for approval.



The Planning Commission found favorably on the findings of fact and recommend the Governing Body approve the renewal of the Special Use Permit for a wireless communications facility at 3901 West 63<sup>rd</sup> Street subject to 21 conditions, very similar to the original conditions of approval, which were reviewed by Mr. Williamson.

Mr. Williamson noted that no protest petition has been submitted; therefore, a simple majority vote of the Governing Body (seven votes) is required for approval.

The Governing Body shall make its findings of fact based on the “Golden Factors” and the additional factors set out for a wireless communications facility.

Steve Noll moved the Governing Body adopt Ordinance 2329 approving the renewal of a Special Use Permit for the installation, operation and maintenance of communication antenna and related equipment on the property described as 3921 West 63<sup>rd</sup> Street, Prairie Village, Kansas with the correction noted to condition #12. The motion was seconded by Sheila Myers.

Dan Runion asked what happens if the new plan is not approved. Mr. Williamson stated Sprint would be allowed to remain on the tower until the expiration of this permit in three years.

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

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

City Attorney Katie Logan clarified an incorrect ruling at the Council Committee of the Whole meeting that allowed Mayor Wassmer to vote to tie the motion made by Mr. Mikkelson approving the CARS application with the reversal of the projects listed for

2016 and 2017. On the adoption of an ordinance, the Mayor may vote; however, on non-ordinance items the Mayor only votes when there is a tie vote. Therefore, the motion made by Mr. Mikkelson would have been approved by a six to five vote and would be brought forward for action.

COU2015-15 Consider approval of the 2016-2020 County Assistance Roads System (CARS) program.

Mayor Wassmer opened the floor for comments on this issue asking residents to identify themselves for the record, to limit their comments to five minutes and to not repeat comments previously made.

Katie Siengsukon, 4220 West 74<sup>th</sup> Street, addressed the Council introducing two of her four children in attendance. Her family enjoys the community atmosphere and walk-ability found in Prairie Village. She noted the large number of children who walk on Mission Road at this location to get to school and stated for the city to be aware of this danger and not take action is negligent, and referenced the Code of Ethics signed by each council member. Action to address this situation needs to be put in motion now with the placement of this project as the 2016 CARS project.

Carol Tucker, 3914 West 74<sup>th</sup> Street, expressed support for moving construction of this project to 2016 noting her father was fearful of walking this area with his walker due to the closeness of the sidewalk to the roadway and the volume and speed of traffic. The same fear is experienced by her dog. She's heard cars crash and is fearful for St. Ann's students walking to the pool. She asked why one of the main routes to the Prairie Village Shopping Center has to be a death trap. Mrs. Tucker also noted that in the winter snow plows place snow over the sidewalk forcing them to walk in the street.

Molly Roudebush, 4133 West 73<sup>rd</sup> Street, noted that her mother-in-law would not walk on this sidewalk with a stroller because of its danger and shared an experience that occurred in St. Louis where a cross country team was running on a sidewalk located next to the roadway and a student tripped and fell into the street and was killed. This is the only walkway to the school and walking on the retaining wall is not a safer option.

Mary Basola, 7676 Canterbury, is a member of St. Ann's and last fall while she was talking outside of the Church while her children played nearby a speeding Google fiber truck spun out on Mission Road losing control and coming up onto the curb only a few feet from where her young children were standing. She asked if it was necessary for one of these near misses to become a fatality before something is done.

Joseph Nolke, 4006 West 73<sup>rd</sup> Terrace, stated that three neighbors on 73<sup>rd</sup> have opened their backyards for children to pass through as they safely walk to St. Ann's school.

Gloria Johnson, 3915 West 73<sup>rd</sup> Street, stated as a runner and a walker she avoids Mission Road. She has had children attending St. Ann's and Shawnee Mission East and feared for their safety when they walked to and from school.

Ellen Riley, 4000 West 74<sup>th</sup> Street, stated she was very aware of the challenges and details of moving forward immediately with this project; however, there is a valid urgency to do so to address this safety issue. She noted when schools were faced with safety issues, they tightened their budgets to take additional action to protect their students and she is hopeful that the City will do likewise.

Charlotte Butler, 7628 Mohawk Drive, noted she works at 7301 Mission Road and has children at St. Ann's School and supports the City taking immediate action to

address this dangerous situation for those who have to travel on this sidewalk to get to school.

Mike Riley, 4000 West 74<sup>th</sup> Street, thanked the Council for their consideration of this and particularly the Council members who accepted his invitation to walk this area. He noted you can feel a breeze from the speed of the cars travelling on Mission Road when on the sidewalk located next to the roadway. Children should not be put daily in the position of danger while walking to school.

Scott Nelson, 3900 West 74<sup>th</sup> Street (corner of Mission Road and 74<sup>th</sup> Street), noted he doesn't even mow his lawn during heavily travelled times on Mission Road because he can feel the cars on the roadway.

Wendy Padgett, 3918 West 74<sup>th</sup> Terrace, stated she loves walking to the Prairie Village Shopping Center, but when doing so she has her children walk on the grass in front of her and holds their hands. She urged the City Council to support immediate action.

Lynn Thornburg, resides where the accident occurred last February, wants her daughter to be able to play in their yard but she doesn't feel safe having her do so. She talked about the offset roadways entering onto Mission Road and the difficulty they have clearly entering the roadway. This is a dangerous location that needs to be addressed immediately.

Brad Trenkle, 4319 West 69<sup>th</sup> Street, stated that he does not live in this area, but noted that his dog is also fearful of walking the sidewalks along Mission Road because of the closeness to the roadway and the speed and volume of traffic. He asked the Governing Body to set the course and vision to take on this challenge and address this issue now.

Andrew Wang noted that in his ten years on the Council, he has rarely seen such passion and commitment of residents to come to Council to support action to make a positive change in their neighborhood rather than prevent action. He acknowledged the challenges that will need to be faced, but feels the City can and should take them.

Andrew Wang moved the City Council approve the 2016-2020 CARS application with interchanging the projects for 2016 and 2017. The motion was seconded by Eric Mikkelson.

Ruth Hopkins stated she believes 100% in the project, but the problem is rushing an 18 month project into a shorter timeframe and being able to do it right. She noted the timetable is being reduced by two-thirds.

Eric Mikkelson replied the project timetable is being reduced from 18 months to 13-14 months. This is the third public meeting that has been had on the project, additional public meetings are not necessary. He doesn't feel the issue needs to be studied by a consultant, there is clearly a safety hazard that needs to be addressed and now is the time to rally and take action.

Mayor Wassmer asked when the application needed to be submitted. Mr. Bredehoeft responded he will submit it this week. Mayor Wassmer asked what information needed to be submitted with the application, if the application has to include a specific design for a narrowed roadway or can the design be more open. Mr. Bredehoeft replied there could be some flexibility.

Brooke Morehead stated she is concerned with the implication that it has already been decided to reduce Mission Road from four lanes to three lanes. What if the study indicates that it should not or cannot be reduced. Chief Schwartzkopf has indicated that

based on the accident and law enforcement data collected this is not a safety issues. She noted the issue is being looked at as a microcosm not recognizing the impact on the wider community including the hundreds of people who travel Mission Road and possible impact of traffic pattern changes resulting from this action. She wants to make sure the city is coming up with the best solution.

Eric Mikkelson stated the funding will still be available if it is decided not to reduce the roadway to three lanes. He noted the city can suffer from analysis paralysis. There is no data that can be found to convince him this is not a dangerous safety issue and it is time to act - not to study.

Keith Bredehoeft stated a general scope of the project needs to be developed. The CARS program is traditionally used for asphalt improvements. This is a much more complex issue and he does not know if a roadway reduction to three lanes is the right action.

Sheila Myers asked what happens if the project cannot be completed in 2016. Mr. Bredehoeft responded he did not know as the city has always completed their projects in one year.

Sheila Myers asked what happens if the city gets the grant fund but the design is not done. Mr. Bredehoeft replied the City would lose funding for this project and the other project not submitted. Mrs. Myers asked if there was a short term solution that could be put into place until 2017.

Mr. Bredehoeft stated that his recommendation is and he supports doing the right project in 2017 after it can be fully studied and options explored. Mrs. Myers asked if it was done in 2017 if it could be done in the first quarter. Mr. Bredehoeft responded that due to its location near a school, it would not be constructed until after school closed.

Mayor Wassmer stated if this becomes a 2016 project construction would begin the end of May giving the city 12 months for planning and preparation with six months to design instead of 18 months.

Quinn Bennion reviewed the staff following staff concerns with moving this project forward to 2016:

- This is a significant project that needs time to develop and the normal process will guide that development. We are not sure of what is needed to best address the concerns raised.
- This is not a normal CARS project.
- A full traffic study is needed with counts on this section as well as to the north and south along with a full accident analysis of the corridor considering how the project would affect signal intersections and impacts to the north and south.
- Possible easements may need to be acquired.
- Bike needs should be studied.
- The Main Street Concept with aesthetic features should be investigated.
- Full public involvement process extending beyond the immediate neighborhood is need.
- There are risks associated with moving forward. There is a risk in submitting an application for funding that has not been fully thought out and studied.

Eric Mikkelson stated that one month ago the City Council voted 6 to 5 to submit this project for the 2016 CARS program. Timing is an issue with this project. There are 14 to 15 months before construction will begin. The city will save money in that the proposed project for funding was more expensive. There is also a risk taken in not taking action.

Ashley Weaver stated she agreed with Ruth Hopkins that there is no guarantee that CARS will accept this project for funding.

Terrence Gallagher stated there is no one on the City Council that does not view this as a valid project that should be done. The question is when the project should be done. He noted that in his Ward he has gotten more e-mails opposed to the project.

The vote is on the right process for action that will make this a win/win situation. Staff needs the time to investigate options and do it right.

Sheila Myers asked if the roadway could be striped immediately at a minimal cost and impact on traffic while this is being studied further.

Terrence Gallagher asked about putting up jersey barriers to make a save space for walkers. FEMA suggests that all sidewalks near schools be set back from the roadway.

Jori Nelson stated this was identified as a major priority.

Mayor Wassmer responded that this is a Capital Improvement Project. It is not listed on the priority listing and it is yet another big project. Ms Nelson suggested hiring a contract person to oversee this project. Mayor Wassmer replied that an increase in taxes would be required for that to be done.

Eric Mikkelson pointed out the project cost of this project is less than the proposed project. Mr. Bredehoeft noted the proposed project covers a longer section of roadway. Sheila Myers questioned if the city doesn't have a plan, how can it be said that the cost will be less. Mr. Mikkelson replied they are estimates. Mrs. Myers responded the proposed project is not an estimate - there is a specific plan that has been researched and investigated.

Andrew Wang restated his motion that the City Council approve the 2016-2020 CARS application with interchanging the projects for 2016 and 2017.

The motion was voted on and passed by a vote of six to five with Weaver, Hopkins, Noll, Myers and Morehead voting in opposition.



COU2015-14 Consider approval of amendments to Council Policy CP001 entitled “City Committees”

Mayor Wassmer stated this item was discussed at the April 20<sup>th</sup> Council Committee of the Whole meeting and council was directed to send in revisions that it desired to staff for editing for a final version for adoption. Those changes were reflected in the information presented in the council packet with the final version distributed this evening. Action is needed on this policy change in order for the Mayor to move forward on committee and council appointments.

Brooke Morehead moved the City Council approve the revised Council Policy 001 entitled “City Committees”. The motion was seconded by Ruth Hopkins and passed unanimously.

COU2015-16 Consider approval of a Construction Contract with Phoenix Concrete and Underground, LLC for Project CONC2015: 2015 Concrete Repair Program

On behalf of the Council Committee of the Whole, Council President Ashley Weaver moved the City Council authorize the Mayor to sign the Construction Contract with Phoenix Concrete & Underground, LLC for Project CONC2015: 2015 Concrete Repair Program in the amount of \$700,000. The motion was seconded by Eric Mikkelson and passed unanimously.

COU2015-17 Consider approval of a Construction Contract with Vance Brothers, Inc. for Project P5000: 2015 Crack Seal/Micro Surfacing Program

On behalf of the Council Committee of the Whole, Council President Ashley Weaver moved the City Council authorize the Mayor to sign the Construction Contract with Vance Brothers, Inc. for Project P5000: 2015 Crack Seal/Micro Surfacing Program

in the amount of \$312,000. The motion was seconded by Sheila Myers and passed unanimously.

COU2015-18 Consider approval of a Construction Contract with Metro Asphalt, Inc. for Project P5001: 2015 Street Repair Program

On behalf of the Council Committee of the Whole, Council President Ashley Weaver moved the City Council authorize the Mayor to sign the Construction Contract with Metro Asphalt, Inc. for Project P5001: 2015 Street Repair Program in the amount of \$150,000. The motion was seconded by Andrew Wang and passed unanimously.

COU2015-19 Consider approval of Emerald Ash Borer Tree removal and treatment plan

On behalf of the Council Committee of the Whole, Council President Ashley Weaver moved the City Council approve the Emerald Ash Borer (EAB) Ash tree removal and treatment plan as presented by staff. The motion was seconded by Steve Noll and passed by a vote of 10 to 1 with Ruth Hopkins voting in opposition.

COU2015-20 Consider approval of amendment to PVMC 1-301 entitled "Appointive Offices"

On behalf of the Council Committee of the Whole, Council President Ashley Weaver moved the Governing Body adopt Ordinance 2330 amending Section 1-301 entitled "Appointive Offices; Terms and salary" of Article 3 entitled "Officers and Employees" of Chapter 1 entitled "Administration" of the Prairie Village Municipal Code. The motion was seconded by Jori Nelson.

A roll call vote was taken with the following members voting "aye": Weaver, Nelson, Hopkins, Noll, Mikkelson, Wang, Myers, Morehead, Runion, Morrison and Gallagher.

**COU2015-20 Consider approval of a Funding Agreement with MB-18, LLC (a VanTrust entity) for the development of Meadowbrook Property**

City Attorney Katie Logan stated a funding agreement is required by City Council Policy CP059 “City Assistance with Redevelopment Projects” for projects involving economic incentives. The agreement requires deposits be made to the City to cover costs the city incurs for the development of the funding and to prepare the agreement. Ms. Logan noted that some of these costs have already been incurred. These expenses include legal services for preparation of legal documents, bond documents, appraisals, financial advising services and other professional services. The funding agreement requires that the Applicant, MB-18, LLC (entity of VanTrust), reimburse the City for the payment of reasonably incurred costs. The expenses incurred are anticipated to be eligible for reimbursement once TIF funds are available.

The funding agreement establishes a deposit fund of \$75,000. The anticipated outside consulting services to be paid from these funds include Lathrop & Gage (Legal Services); Gilmore & Bell (Bond Counsel Services); Columbia Capital (Financial Advising Services); Bliss Associates (Appraisal Services) and the eligibility study required.

Eric Mikkelson questioned the omission of legal services in Section 2d of the funding agreement. Ms Logan those services are covered specifically elsewhere and in Section 2d under “additional consultants”.

Dan Runion confirmed these expenses will be reimbursable from the proceeds of the bond. He questioned the termination language in the agreement suggesting that the City solely has the ability to terminate the agreement and not the applicant. He also questioned the lack of a designated reimbursable amount allowed.

Katie Logan responded that this is a template agreement negotiated with the developer. The agreement can be terminated for failure to make payment or reimburse eligible expenses. She noted that if the project is ultimately approved, the developer has the opportunity to be reimbursed for these payments. However, there is no guarantee if the project is not approved.

Mr. Runion stated he is uncomfortable approving an agreement that limits the city's ability to terminate and does not have a budgeted amount included. Ms. Logan replied the developer asked for a budget to be included, but the city denied the request due to the difficulty of estimating projected costs.

David Harrison, with Van Trust, added that the funding agreement is a mechanism that has them paying the city for services. If the project does not get approved, the city has nothing to lose as their expenses have been reimbursed. If the project is approved, they have the ability to be reimbursed those funds as part of the TIF proceeds. Ms. Logan stated the anticipated expenses are expected to be in the \$300,000 range. Mr. Harrison stated they would love to have a stated dollar value. They will be paying expenses as the project develops and if costs get too large they would probably be the ones to pull out.

Steve Noll moved the City Council approve a Funding Agreement with MB-18, LLC related to reimbursing city costs associated with the Meadowbrook Development and Park. The motion was seconded by Sheila Myers and passed by a vote of 10 to 1 with Dan Runion voting in opposition.

## **MAYOR'S REPORT**

Mayor Wassmer stated she was invited to speak at the 20<sup>th</sup> anniversary of Claridge Court along with former Kansas City Mayor Kay Barnes and former Mayor Roe Taliaferro. As part of the event predictions were read from a time capsule buried when the facility opened and new predictions were made for the next 20 years to be placed in a time capsule. She was also invited to speak at the JCNichols sales office regarding what is happening in Prairie Village. She attended the retirement celebration for former Chief of Police Wes Jordan.

Mayor Wassmer encouraged council members to return their committee requests to Joyce by the end of the week. She also challenged the council members to walk the streets in their ward and take a close look at the condition of the streets, even taking pictures of specific locations and sending them to Keith Bredehoeft. She had recently done this and was astonished at the condition of some of the streets along Roe and Mission Road 75<sup>th</sup> Street to 83<sup>rd</sup> Street. This will provide a better perspective of the city's infrastructure needs as the Capital Improvement Program is created for 2016.

## **STAFF REPORTS**

### **Public Safety**

- Chief Schwartzkopf noted the annual Tip a Cop fundraiser for Special Olympics will be held at Johnny's from 4:30 to 9:00 on May 14<sup>th</sup>.
- An update was provided on the recent burglary arrest on 71<sup>st</sup> Terrace noting the suspects have also been linked to a burglary on the 4100 block of 73<sup>rd</sup>. The investigation is on-going.

### **Public Works**

- Keith Bredehoeft announced that two permits have been issued to AT&T for their Gigapower installation.
- Mr. Bredehoeft reviewed the RFQ process in place for the selection of inspectors
- Terrence Gallagher confirmed the work on 75<sup>th</sup> Street is being done by the City.

### **Administration**

- Lisa Santa Maria reviewed a prepared handout reflecting the internal controls in place for accounting, noting the city follows GAAP (Generally Accepted Accounting Principles) and KMAAG (Kansas State Statutes).

- Mrs. Santa Maria noted she is having discussions regarding the use of a pay card for routine monthly bills paid by the City which would reduce the process time and costs considerably. The city processes over 200 checks per month.
- Quinn Bennion noted the next step in the consideration of the Meadowbrook development would be the Memo of Understanding/agreement with the four parties involved in the development.
- The Meadowbrook Development Agreement work group will begin meeting to discuss the agreement.
- Mr. Bennion noted the number of significant actions that would be coming before the Council during the summer months and asked Council members to advise staff of known meetings that they will be unable to attend.

## **OLD BUSINESS**

### **Planning Commission**

#### **PC2013-11 Consider request for extension to SUP for Mission Chateau**

Mayor Wassmer noted in April a thirty-day extension was given. Both parties are continuing to work in good faith on an agreement. Mayor Wassmer expressed her frustration with the lack of closure on this noting that new requests from one side lead to changes from the other and vice versa. She is recommending that action be tabled for an additional month with a strong direction to both parties to put it all out and make this happen.

Terrence Gallagher moved the City Council grant an extension of 30 days to the expiration of the Special Use Permit. The motion was seconded by Ashley Weaver.

Dan Runion confirmed that there is still agreement on the conceptual plan, that the agreement between parties is what remains unresolved. Mayor Wassmer noted that some of the additional conditions have suggested plan changes.

Brian Doerr with the Mission Valley Neighborhood Association and Mike Flannigan, legal counsel for MVS, LLC noted both parties are working toward mutual acceptance of the 12 - 14 page agreement. Mr. Flannigan stated he would be send a draft to Mr. Doerr later in the evening with an invitation to meet face to face to discuss,

rather than sending drafts back and forth. This should result in a quicker resolution of differences.

Jori Nelson suggested the extension be shortened to the next meeting. Mayor Wassmer stated she felt 30 days was a fair length of time.

Brian Doerr stated both parties are working diligently and are not stalling. He has spent four years on this project. Mr. Flannigan stated if the agreement is ready by the next meeting, they will bring it in.

Ashley Weaver urged both parties to find a way to finally get this done.

Brooke Morehead asked why MVS was continuing to hold on the approved plan if they are committed to a new plan. Mr. Flannigan stated they are committed to this project, but they will not release their prior approval until they have received all the necessary approvals on the new project.

The motion was voted on and passed by an eight to three vote with Nelson, Runion and Morrison voting in opposition.

Terrence Gallagher stated the revision of the CARS application project is the equivalent of adding another major project and requested that staff re-examine the priority listing and readdress what can be done looking at all the projects and available manpower. Mayor Wassmer noted the addition of the new CARS project is a major undertaking that will affect everything else. Eric Mikkelson confirmed that the Council will not be voting on priorities again.

Terrence Gallagher directed the staff to review and present recommended changes to the priority listing at the June 1<sup>st</sup> meeting. The motion was seconded by Ruth Hopkins and passed unanimously.

**New Business**

**EXECUTIVE SESSION**

Ashley Weaver moved pursuant to KSA 75-4319 (b) (6) that the Governing Body, recess into Executive Session in the Multi-Purpose Room for a period not to exceed 15 minutes for the purpose of discussing possible acquisition of property. Present will be the Mayor, City Council, City Administrator, Assistant to the City Administrator and City Attorney. The motion was seconded by Brooke Morehead and passed unanimously.

Mayor Wassmer reconvened the City Council meeting at 9:49 p.m.

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

Board of Zoning Appeals	05/05/2015	6:30 p.m.
Planning Commission	05/05/2015	7:00 p.m.
Prairie Village Arts Council	05/06/2015	5:30 p.m.
Sister City Committee	05/11/2015	7:00 p.m.
JazzFest Committee	05/12/2015	7:00 p.m.
Park & Recreation	05/13/2015	6:00 p.m.
Council Committee of the Whole	05/18/2015	6:00 p.m.
City Council	05/18/2015	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present an Acrylic on canvas exhibit by Stacy Krieg in the R. G. Endres Gallery during the month of May. The artist reception will be Friday, May 8, from 6:00 - 7:30 p.m.

Recreation sales have begun. The pool opens on Saturday, May 23<sup>rd</sup> at 11 a.m.

The City Council is invited to attend a recognition reception for recent Police Department promotions on Friday, May 8<sup>th</sup> at 3 p.m. in the Council Chambers.

The MARC 19<sup>th</sup> Annual Regional Assembly Luncheon will take place on Friday, June 5<sup>th</sup>. Council members wanting to attend should contact Meghan Buum by Friday, May 15<sup>th</sup>.



## ADJOURNMENT

With no further business to come before the City Council the meeting was adjourned  
at 9:50 p.m.

Joyce Hagen Mundy  
City Clerk

**CITY TREASURER'S WARRANT REGISTER**

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

May 18, 2015

**Copy of Ordinance**  
2929

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

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	WARRANT NUMBER	AMOUNT	TOTAL
<b>EXPENDITURES:</b>			
Accounts Payable			
9686-9697	4/3/2015	92,934.43	
9698	4/7/2015	4,000.00	
9699-9778	4/10/2015	445,305.23	
9779-9786	4/13/2015	1,652.07	
9787	4/15/2015	445.59	
9788	4/16/2015	146.24	
9789-9843	4/24/2015	359,465.51	
Payroll Expenditures			
4/3/2015		253,668.23	
4/17/2015		273,344.64	
Electronic Payments			
Electronic Pmnts	4/1/2015	54.80	
Electronic Pmnts	4/8/2015	20.82	
Electronic Pmnts	4/9/2015	4,401.05	
Electronic Pmnts	4/10/2015	10,828.35	
Electronic Pmnts	4/15/2015	1,267.80	
Electronic Pmnts	4/17/2015	8,187.48	
Electronic Pmnts	4/23/2015	2,197.71	
Electronic Pmnts	4/24/2015	19,876.40	
<b>TOTAL EXPENDITURES:</b>			<b>1,477,796.35</b>
Voided Checks	Check #		
<b>TOTAL VOIDED CHECKS:</b>			<b>-</b>
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>1,477,796.35</b>

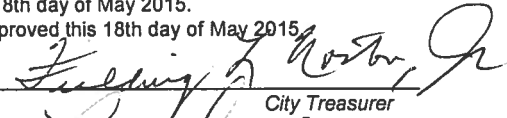
Section 2. That this ordinance shall take effect and be in force from and after its passage.

Passed this 18th day of May 2015.

Signed or Approved this 18th day of May 2015

(SEAL)

ATTEST:

  
City Treasurer

ATTEST:

  
Finance Director



## ADMINISTRATION DEPARTMENT

Council Meeting Date: May 18, 2015

**CONSENT AGENDA:** Consider Ordinance 2331 approving the Prairie Village Art Fair as a special event and authorizing the Sale, Consumption and Possession of Alcoholic Liquor and Cereal Malt Beverages within the Boundaries of Barricaded Public Areas of the Event

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### **MOTION**

Adopt Ordinance 2331 approving the Prairie Village Art Fair as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas of the event

### **RECOMMENDATION**

Staff recommends that the City Council adopt Ordinance 2331 approving the Prairie Village Art Fair as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas of the event

### **BACKGROUND**

Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibition concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

The Prairie Village Merchants Association has requested that the City approve an ordinance identifying the Prairie Village Art Fair (May 29-31) as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas at the event.

Vendors must be active business occupants in the Prairie Village Shopping Center at the time of the event, having the proper licenses. Currently, the following businesses qualify: Café Provence, Blue Moose, Minsky's, Tavern in the Village, Standees and Story.

### **ATTACHMENTS**

1. Ordinance 2331
2. Event Area

### **PREPARED BY**

Meghan Boom  
Deputy City Clerk  
May 12, 2015

**ORDINANCE NO. 2331**

**AN ORDINANCE APPROVING THE PRAIRIE VILLAGE ART FAIR AS A SPECIAL EVENT AND AUTHORIZING THE SALE, CONSUMPTION AND POSSESSION OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGES WITHIN THE BOUNDARIES OF A BARRICADED PUBLIC AREAS AT SUCH EVENT**

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

Section 1. Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibitions concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

Section 2. In accordance with such authority, the City approves the Prairie Village Art Fair as a special event to be held at the Village Shopping Center on May 29-31, 2015.

Section 3. Authorization is given to barricade the area outlined on the attached Exhibit A during such event. A smaller area may be selected based on the size of the event, but the event boundary may not be expanded

Section 4. Vendors holding the appropriate license from the State of Kansas to sell alcoholic liquor and cereal malt beverages may, in accordance with all applicable state laws and municipal ordinances, sell alcoholic liquor and cereal malt beverages in the area designated by the Division of Alcoholic Beverage Control within the barricaded area during the event.

Section 5. Vendors must be active business occupants in the Prairie Village Shopping Center at the time of the event and have the appropriate licenses from the City of Prairie Village.

Section 6. Event attendees may buy, possess and consume alcoholic liquor and cereal malt beverages within barricaded area on May 29-31, 2015.

Section 7. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official newspaper of the City of Prairie Village, Kansas as provided by law.

**PASSED AND ADOPTED BY THE GOVERNING BODY THIS 18th DAY OF MAY, 2015.**

**CITY OF PRAIRIE VILLAGE, KANSAS**

By: \_\_\_\_\_  
Laura Wassmer, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

Organization Name or Individual Applicant Prairie Village Merchants Assoc Event Date(s) May 29, 30, 31, 2015

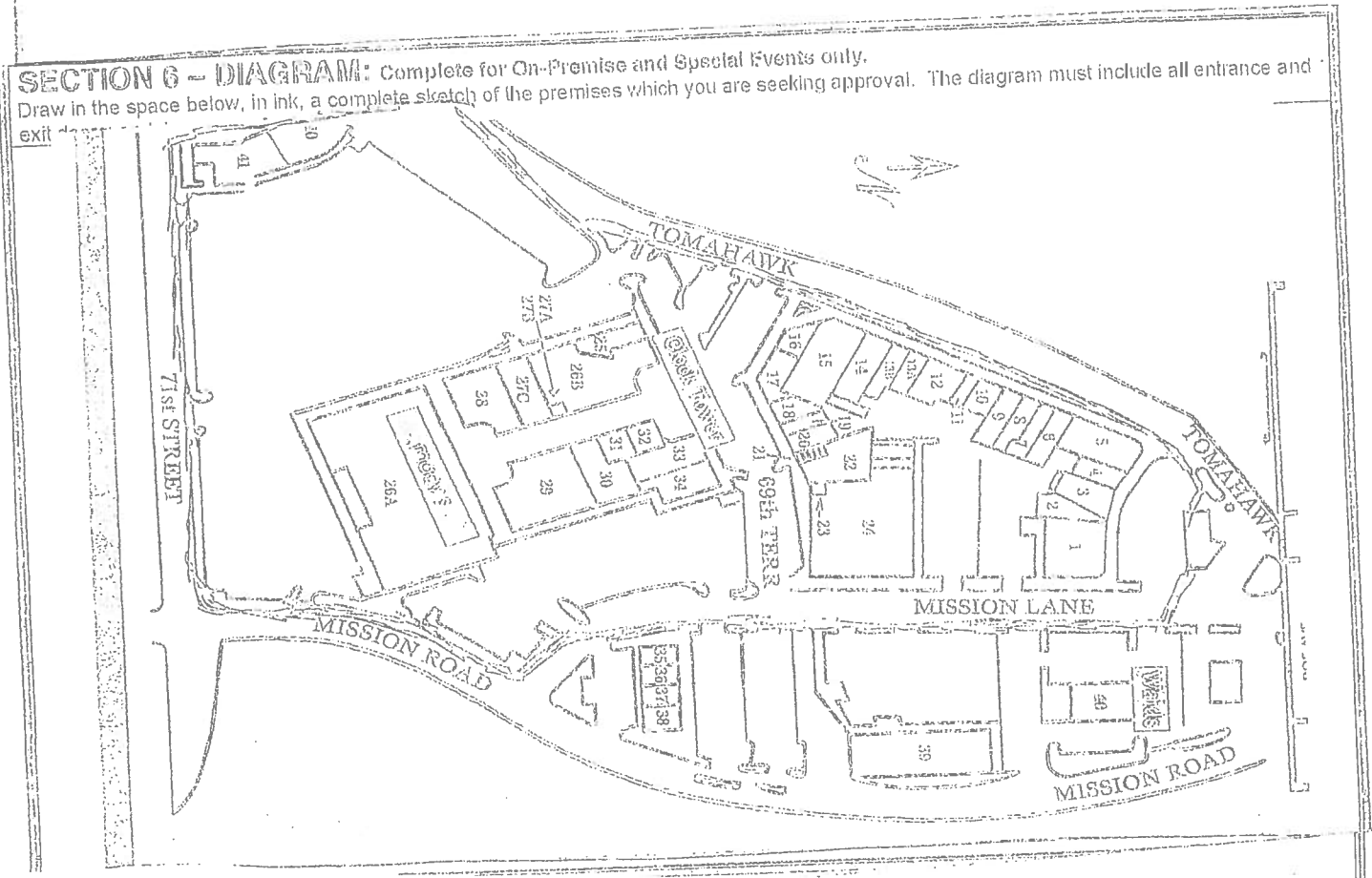
**SECTION 4 – EVENT AREA:** Complete this section for On-Premise and Special Events only.

In the space below, in ink, draw the floor plan and any outside areas included in the proposed event area where alcoholic liquor will be sold, served or consumed. If the area is outside, it must show where the three-dimensional barriers will be located to define the event area; and, include nearby streets for reference then shade in the areas you **DO NOT** wish to be permitted.



**SECTION 6 – DIAGRAM:** Complete for On-Premise and Special Events only.

Draw in the space below, in ink, a complete sketch of the premises which you are seeking approval. The diagram must include all entrance and exit



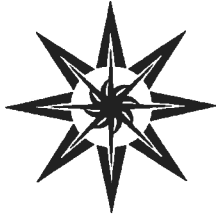
**SECTION 5 – CERTIFICATE OF CITY, TOWNSHIP OR COUNTY CLERK:** (Completed by the clerk).

I HEREBY CERTIFY THAT THE PREMISES AT 3920 W. 69th Terrace Prairie Village, KS 66208  
 Location Street Address City Zip

CITY LIMITS:  **Inside** the incorporated city limits  **Outside** the city limits  
 ZONING:  within an area that complies with all applicable zoning regulations required by K.S.A. 41-710  
 located outside an incorporated city, in a township or county **that is not zoned** (Seal)  
 LOCATION:  government property  private property  public property  CMB licensed premise

I declare under penalties of perjury that to the best of my knowledge and belief that Section 5 is true, correct and complete.

CLERK SIGNATURE Boyce Hagen Munday DATE 5/5/15 PHONE 913-381-6464  
 PRINTED NAME Boyce Hagen Munday  City Clerk  Township Clerk  County Clerk



**MAYOR**

**Council Committee Meeting Date:  
Council Meeting Date: May 18, 2015  
Consent Agenda**

**Consent Agenda: Consider Reappointment of Committee Members**

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**RECOMMENDATION**

Mayor Wassmer requests Council ratification of the reappointment of the following individuals:

<b>Committee</b>	<b>Volunteer Name</b>	<b>Years of Service</b>	<b>Term Ends</b>
Arts Council	Daniel Andersen	8	4/2017
Arts Council	Julie Flanagan	3	4/2017
Arts Council	Jack Shearer	9	4/2017
Environmental/Recycle	Barbara Brown	5	4/2017
Environmental/Recycle	Pete Jarchow	9	4/2017
Environmental/Recycle	Margaret Goldstein	18	4/2017
Environmental/Recycle	Al Pugsley	5	4/2017
Parks & Recreation	Dianne Pallanich	2	4/2017
Parks & Recreation	Lauren Wolf	1	4/2017
Parks & Recreation	Kevin Letourneau	4	4/2017
Parks & Recreation	Peggy Couch	19	4/2017
Parks & Recreation	Clarence Munsch	16	4/2017
Parks & Recreation	Kelly O'Toole	1	4/2016
Planning Commission/BZA	Nancy Wallerstein	6	4/2017
Planning Commission/BZA	Nancy Vennard	12	4/2018

**BACKGROUND**

Several current committee members have expired terms. Mayor Wassmer has contacted each of the Committee Chairs regarding their desire to have these committee members reappointed. The individuals have been contacted to ask them if they would accept reappointment for an additional term.

These individuals have been actively involved in their committees bringing expertise, experience and enthusiasm. Their volunteer applications are attached.

**PREPARED BY**

Meghan Buom  
Deputy City Clerk  
Date: May 13, 2015



City of Prairie Village

APPLICATION TO VOLUNTEER

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

Name Daniel P. Andersen Spouse's Name \_\_\_\_\_  
Address \_\_\_\_\_ Zip 66208 Ward \_\_\_\_\_  
Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Fax \_\_\_\_\_  
E-mail \_\_\_\_\_ Other Number(s): \_\_\_\_\_  
Business Affiliation \_\_\_\_\_  
Business Address \_\_\_\_\_  
What Committee(s) interests you? Prairie Village Arts Council.

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.

As a patron and collector of original art, my consulting business frequently commissions works by local artists and artisans from as far away as New Zealand. I work in a variety of cities and travel regularly to enjoy new works and exhibitions.

I believe my service on this council will be an asset to the community and an appropriate way to contribute to my city.

Thank you for your interest in serving our community.



**City of Prairie Village  
APPLICATION TO VOLUNTEER**

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

Name JULIE FLANAGAN Spouse's Name TERRY  
Address [REDACTED] Zip 66207 Ward \_\_\_\_\_  
Telephone: Home [REDACTED] Work — Fax —  
E-mail [REDACTED] Other Number(s): CEL - 913 - 710 - 6804  
Business Affiliation ART TEACHER, OWNER SMALL ART SCHOOL, NELSON-ATKINS TEACHER  
Business Address [REDACTED]  
What Committee(s) interests you? ARTS COUNCIL

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.

SEE ATTACHED. THANKS.

Thank you for your interest in serving our community.



## Julie Flanagan

Owner: **ARTrageous Creative Studio**

Art classes for all ages



September 2012

### Points of Interest:

- Julie is a 5th generation Kansas City native.
- Resident of Prairie Village 30 years.
- Prairie Village small business owner of her Art School for 6 years, ARTrageous Creative Studio, first year hosting 30+ students to present year having 300+ through her studio.
- Monthly guest on KCTV5's "Better KC" doing Art with Craft segments showing creative ways to repurpose household materials artistically and functionally.
- Numerous presentations on Art History as it relates to Christian History including use of Power Point and Movie-Maker tools, at Rolling Hills Presbyterian Church. Content based on international travel through Holy Lands of four countries, 2½ years of Art History college courses, experience on teaching at Nelson Atkins museum of Art 28 years.
- Lots of Public Service: Homeless of Kansas City: provided Art experiences for ages 4-16 years at reStart Inc. 2008-2010. Homeless of Johnson County: providing Art Experiences for families through IHN, Interfaith Hospitality Network, also participated in their Marketing and branding strategies and graphic arts.
- Through the Nelson Atkins Museum of Art's Community Services: Providing Art experiences for children from Swope Park Corridor Operation Breakthrough, on site at King Elementary 42<sup>nd</sup> & Indiana, through the LINC (Local Investment Commission).
- Kansas City Irish Fest, Corporate Sponsor with art booth for all the children. Prairie Village Art Fair, donated art experiences to families attending the fair, Misc. School programs and Auctions, donations and art experiences provided.
- Traveling the world, Egypt, Israel, Turkey, Jordan, Italy, Greece, Germany, Holland, Ireland, England...., Member Kansas City Visitors Council hosting international visitors from as far as Azerbaijan.
- Happily married for 30 years to Terry, employed 32 years with Kansas City's own HNTB Corp. as Civil Engineer/Corporate Manager.
- Mother of 3 successful daughters:
  - Shannon-Civil engineer AE Com and Alumni of Teacher for America and international service to 3<sup>rd</sup> world countries,
  - Kelly – In Grad school at Johns Hopkins School for Advanced International Studies emphasizing in Middle Eastern conflict resolution and Arabic,
  - Bridget – Akira Co., advancing to Boutique manager/Stylist of the largest of their 18 boutiques, achieving the best store sales record of all boutiques in company.
- Maiden name of Hodes, the largest family in Kansas City with 850 relatives.
- KU Diving team, ranked 8th in the Big 8, 3 meter and 1 meter diving boards.
- Kansas University Graduate: Visual communications, Loyola Rome Center: Studied European art and art history, Avila University: Graduate Art Education, Baker University studying Brain-Based Teaching

**Julie Flanagan**Owner: **ARTrageous Creative Studio**

www.ARTrageousKC.com

Art classes for all ages

November 2012

**Work Experience:**

- Nelson Atkins Museum of Art, Ford Learning Center, Community Services – Art Instructor/tour guide, and going off site teaching to programs in need, August 1989 - present
- Nativity Parish School Art Educator - August 1992 – May 2007
- Nelson Atkins Museum of Art, Creative Arts Center – June 1989 – August 1995
- Leawood Aquatic Center – Diving Coach – 8 summers 1996 - 2005
- Julie Flanagan Arts – Art director, freelance 1983 – 1991
- Artex Mfg. Co. – Designer, Illustrator 1981 - 1983
- Swicegood Commercial Art Studios – Internship 1981
- Leawood South Country Club – Diving Coach/Instructor/Lifeguard, 9 summers 1971 – 1980

**Education:**

- Avila College – Education Certification 20 education credit hours, master degree in progress 4.0 GPA
- Kansas University – Bachelor Fine Arts, in Visual Communications, 60 Art credits, 48 other credits. 1976 – 1980 3.5 GPA
- Loyola Rome Center – Rome Italy, 13 Art/art history credit hours '78 4.0 GPA
- Brain Based Teaching. Baker University, 2005, 3 credit hours. 4.0, Baker University 2005, 3 credit hours. 4.0

**Certification:**

- Kansas Teacher Certification, renewed 2005 4.0 GPA

**Teacher Training:**

- Instructional Strategies, methods, interventions. 10 hours: '97, '98, '03, '04
- Cooperative Learning Foundation Week long, 40 hours Course 1995
- Behavior management, Interventions, bullying, strategies. 22.5 hours: '96, '98, '01, '03, '04
- Multiple Intelligences 3 hours, '07, Brain based Learning 2 hours: '98. Virtus Certified (sex abuse awareness) '04.
- Curriculum. 8 hours: '04. Catholic Spirituality: 7 hours: '98 – '03, Sex abuse awareness
- CPR and First Aid. 7 hours: '98, '01
- Computer skills, art applications, teaching/grading applications, Windows 2000, Excel: Spread sheets, Power grade, Chalk Waves, Power Point, Movie Maker. 49+ hours: '97, '98, '99, '01, '02, '03, '04, '05, '06

**Recent Public Service:**

- Kansas City Irish Fest, Corporate Sponsor with art booth for all the children.
- Prairie Village Art Fair, donated art experiences to families attending the fair.
- Misc. School programs and Auctions, donations and art experiences provided.
- Homeless of Kansas City: provided Art experiences for ages 4-16 years at reStart Inc. 2008-2010

- Homeless of Johnson County: providing Art Experiences for families through IHN, Interfaith Hospitality Network, also participated in Marketing strategies and Branding strategies.
- Through the Nelson Atkins Museum of Art's Community Services: Providing Art experiences for children from Swope Park Corridor Operation Breakthrough, on site at King Elementary 41" and Benton, through their LINC program.

**Clubs, Associations:**

- Kansas City International Visitors Council
- Kansas University Diving Team 1976 – 1980 Varsity, KU Letter Club
- National Art Education Association
- National Catholic School Education Association 1998-2009
- National Parents of Preschoolers PTA – 1998 – 1992, President 1992, VP 1991
- National Early Childhood Education Association – 1990 – 1991

**Public Speaking:**

- Monthly guest on KCTV5's "Better KC" doing Art with Craft segments showing creative ways to repurpose household materials artistically and functionally.
- Numerous presentations on Art History as it relates to Christian History including use of Power Point and Movie-Maker tools, at Rolling Hills Presbyterian Church. Overland Park KS.
- Three presentations to 75+ archdiocesan teachers: "Integrating Visual Arts across the Curriculum." 2002
- Two presentations, power point to 100+ archdiocesan teachers: "Promote Catholicity Across Curriculum" '05
- Two presentations to 40+ archdiocesan teachers: "School-wide Art Activities to Promote the Catholic Seasons." 2004
- Three presentations to 35+ archdiocesan teachers: "Behavior Management in the Art Room" 1999
- Thirteen annual promotional speeches to 200+ parents: "My Jr. High Art Program," year 15 years.

**Writing:**

- "From the Director" 10 weekly articles for the Nativity Web sight.
- "Art at Nativity" four annual articles for each of eight grades for my Art web page, Nativity Parish web sight.

**Worthwhile Endeavors/Committees:**

- Hosting guests through the International Visitors Council - recently: Two guest from Azerbaijan for 10 days.
- Director: Nativity 8<sup>th</sup> grade play/musical, April '06, eighty speaking parts, songs, dancing, 8 committees, 70 volunteers
- Spear headed the Annual Nativity Art Festival 1993 – 2006, 40 parent volunteers, visiting artists, activities, and projects.
- Chair of Nativity Liturgical Committee (spiritual leader for the faculty and school, several activities per year) '02 – 2006
- Co-Chaired Decorations for Miedege Auction, netting \$150,000.00 annually 2000 – 2006 35+ volunteers
- Initiated and headed the Cultural Arts Committee of Cure of Ars School (assemblies, fieldtrips, school band) '87 – '95
- Initiated and headed the Student Enrichment After School Program of Cure of Ars ( after school classes) '92 – '94



**City of Prairie Village  
APPLICATION TO VOLUNTEER**

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Name John R. (Jack) Shearer II Spouse's Name Gloria  
Address [REDACTED] Zip 66208 Ward 4  
Telephone: Home [REDACTED] Work [REDACTED] Fax [REDACTED]  
E-mail [REDACTED] Other Number(s): [REDACTED]  
Business Affiliation [REDACTED]  
Business Address \_\_\_\_\_

What Committee(s) interests you? Arts Council

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

I have been a resident of either Fairway or Prairie Village all my life. We have lived at our present address since 1974. All three of our girls attended public schools here finishing at SM East (as I did in 1960). Recently, I served on the Conith Hills Homes Association for two terms as treasurer. Our company manages real estate. We own office buildings in Overland Park and we are developing residential lots near the intersection of 1435 and 1516 in the Northland. Prior to being in real estate, I was in banking throughout Kansas City for 30 years. I am a member of Indian Hills Country Club and the Overland Park South Rotary.

Thank you for your interest in serving our community.



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Name BARBARA J. BROWN Spouse's Name \_\_\_\_\_

Address [REDACTED] Zip 66208

Ward 4 Telephone: Home [REDACTED] Work \_\_\_\_\_

Fax \_\_\_\_\_ Other Number(s): \_\_\_\_\_

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

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

What Committee(s) interest(s) you?  
Environmental committee

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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*APPOINTED 9/1/10 2 years*

Thank you for your interest in our community.



**City of Prairie Village  
APPLICATION TO VOLUNTEER**

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Name PETE JARCHOW Spouse's Name JAN

Address [REDACTED] Zip 66207 Ward         

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

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

Business Affiliation [REDACTED]

Business Address [REDACTED]

What Committee(s) interests you? ENVIRONMENTAL COMMITTEE

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

I HAVE BEEN A CIVIL ENGINEER FOR 27 YEARS AND HAVE  
STRONG INTERESTS IN ENVIRONMENTAL ISSUES. I SERVE ON  
TWO AMERICAN PUBLIC WORKS ASSOCIATION (APWA) SUBCOMMITTEES  
THAT ARE ADDRESSING DESIGN CRITERIA INTENDED TO MAKE  
VARIOUS ASPECTS OF STORM DRAINAGE MORE "ENVIRONMENTALLY  
FRIENDLY".

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you for your interest in serving our community.



City of Prairie Village

APPLICATION TO VOLUNTEER

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Name Al Pugsley Jr Spouse's Name Carole  
Address [REDACTED] Zip 66207 Ward 5  
Telephone: Home [REDACTED] Work NA Fax Call first  
E-mail [REDACTED] Other Number(s): \_\_\_\_\_  
Business Affiliation Retired

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

What Committee(s) interests you? Environmental

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 drive an electric car. My home is very energy efficient. I am very much interested in helping America live sustainably. I have solar PV on my home. I serve on other environmental committees such the environmental action committee at Village Church, Sustainable Sanctuary Coalition, Earth Keepers and the Mid-America Electric Auto Association.

Thank you for your interest in serving our community. APPOINTED 11/15/10



### City of Prairie Village

### APPLICATION TO VOLUNTEER

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Name DIANNE PALLANICH Spouse's Name \_\_\_\_\_

Address 7608 JUNIPER DR PV KS Zip 66208 Ward 2

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

E-mail [REDACTED] Other Number(s) [REDACTED]

Business Affiliation NATIONAL ACCOUNTS MANAGER / C.H. GUENTHER

Business Address Home OFFICE

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.

PRAIRIE VILLAGE RESIDENT 40+ YEARS. PRAIRIE RIDGE Homes Assoc. BOARD = 21 yrs +  
I have a very keen interest in our parks and P.V. overall. I am a lap  
swimmer and enjoy the general fitness opportunities our parks offer.  
We have made significant improvements to the parks in recent years and I  
see opportunity for continued growth. I understand budgeting, allocation of  
funds and working as a team to accomplish goals.  
I feel it can contribute to the committee's challenges to keep our parks the best  
they can be and continually seek opportunities for enhancements.  
Dianne Pallanich

Thank you for your interest in serving our community.





**City of Prairie Village  
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Name Lauren Wolf Spouse's Name \_\_\_\_\_

Address [REDACTED] Zip 66208 Ward 3

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

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

Business Affiliation [REDACTED]

Business Address [REDACTED]

What Committee(s) interests you? Parks & Recreation

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

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

Thank you for your interest in serving our community.



### City of Prairie Village APPLICATION TO VOLUNTEER

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Name Kevin Lafaynesu Spouse's Name Deanne  
 Address [REDACTED] Zip 66208 Ward 4  
 Telephone: Home [REDACTED] Work [REDACTED] Fax [REDACTED]  
 E-mail [REDACTED] Other Number(s): [REDACTED]  
 Business Affiliation [REDACTED]  
 Business Address [REDACTED]  
 What Committee(s) interests you? Park & Rec Comm'ttee

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

I have lived in Prairie Village for the last 22 years  
I volunteered with the P.V. Swim team for 10 years  
I volunteered with the Johnson County Girls football program for 9 years  
I am coaching in the CYO basketball program  
I am an empty nester with plenty of time to volunteer.

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Thank you for your interest in serving our community.

CITY OF PRAIRIE VILLAGE

APPLICATION TO VOLUNTEER

Called 10/11/96 left message

Please complete this form and return it to the City Clerk, 7700 Mission Road, Prairie Village, Kansas 66208.

Name Clarence D. Munsch

Address [Redacted]

Ward 3

Telephone Number [Redacted]

Business Affiliation [Redacted]

Business Address [Redacted]

Business Phone [Redacted]

x 320

What committee interests you? Prairie Village City Council

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

My wife of 16 years, Patricia, and I moved here from Oklahoma City in 1986 and have lived in Prairie Village for 8 of those 10 years. We have two daughters attending Belinder School; Hannah (11) and Kathryn (6).

I graduated from K-State University with a degree in engineering with emphasis in Civil. I have design public works, utility and roadway projects throughout my career. This experience has included working with City Councils and Directors of Public Works.

My past and current experiences related to volunteer work are as follows:

• Served as Co-Chair of Village Marrieds at Village Presbyterian Church.

• Currently Secretary/Treasurer of NSPE/PEPP Metro Chapter

volunter.sz

Pxx: Rec Appointed 9/5/02

(over)

- Currently Chairman of the Scholarship Committee for KSPE Eastern Chapter
- Involved in the Fund Raising Efforts for Belinder School Blue Ribbon Gym Campaign.
- Volunteered with the American Heart Association and the American Cancer Society.

Living in Prairie Village has been a positive experience for my family, and it would be an honor to serve and represent this community.



**City of Prairie Village  
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Name Kellie O'Toole Spouse's Name \_\_\_\_\_

Address [REDACTED] Zip 66208 Ward \_\_\_\_\_

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

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

Business Affiliation Student - [REDACTED]

Business Address [REDACTED]

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 <sup>I am</sup> Secretary of Peer Helpers. As a babysitter, I spend a lot of time at Prairie Village parks. Our favorites include Porter 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.

*APPOINTED 10/6/14*



**City of Prairie Village  
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Name NANCY WALLERSTEIN Spouse's Name EDWARD

Address [REDACTED] Zip 66207

Ward 5 Telephone: Home [REDACTED]

Fax [REDACTED] Other Number(s): [REDACTED]

Business Affiliation [REDACTED]

Business Address [REDACTED]

What Committee(s) interest(s) you?

PLANNING COMMISSION

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

A 30 YEAR RESIDENT OF PRAIRIE VILLAGE, COMMUNITY VOLUNTEER WITH PARKS, CHAMBER, PV CITY COUNCIL, THEATRES, MUSEUMS, AND SCHOOL DISTRICT. I HAVE SERVED IN MANY CAPACITIES TO REGULATE, SET POLICIES, REVIEW PLANS, CREATE RFP'S AND PROVIDE FORUMS FOR CITIZEN INPUT AND CREATE A VISION FOR THE FUTURE OF PV AND JO.CO.

Thank you for your interest in our community.

*Thanks for your consideration  
Nancy*

## Meghan Boom

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**From:** Nolan Sunderman  
**Sent:** Monday, March 16, 2015 9:40 AM  
**To:** Meghan Boom  
**Subject:** Volunteer Application

### Submission information

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Submitter DB ID : 3383  
Submitter's language : Default language  
IP address : 71.145.241.66  
Time to take the survey : 2 min. , 34 sec.  
Submission recorded on : 3/16/2015 7:40:07 AM

### Survey answers

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#### Volunteer Information

Name Nancy Vennard  
Address [REDACTED]  
Zip 66208  
Email [REDACTED]  
Home Phone [REDACTED]  
Work Phone [REDACTED]  
Other Phone [REDACTED]  
Business Affiliation Not answered  
Business Address Not answered

Select Ward Click for map

- 1
- 2
- 3
- 4
- 5
- 6

Which committee(s) would you like to serve on? (check all that apply)

Arts Council   
Civil Service Commission   
Environment/Recycle   
Insurance   
JazzFest   
Park and Recreation   
Planning Commission/Board of Zoning Appeals   
Sister City   
Tree Board   
VillageFest

Background

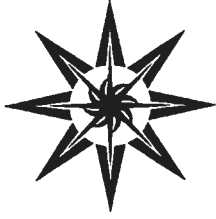
Please tell us about yourself, listing any special skills or experiences you have. I have lived in Prairie Village for 32 years. During this time, I have served on the City Council (Ward 5) for 7 years and the Planning Commission and the Board of Zoning Appeals for 11 years. In this time, I have sat on many other committees, including the Public Works, Parks and Recreation and the 75th St. Corridor Steering Committee. This has given me an opportunity to know the citizens, the geography, the government and staff of the City. My experience gives me very good working knowledge of the Comprehensive Plan, the Zoning Regulations and the state-prescribed Golden Factors so I can vote informatively and impartially on applications to recommend to the City Council.

My 20 years as a commercial interior designer for a large architecture firm gave me an opportunity to work on construction projects that had planning elements, like Lockton, H&R Block and MetLife Stadium. This gave me an insight into the applicant's needs for permits, signage, parking and landscaping.

My other interests and activities:

- Prairie Village Community Garden (membership chairman 2013-2014)
- Corinth Downs co-chair of Architectural Review Committee
- Nerman Museum at Johnson County Community College - docent.
- Cure' of Ars Church - member of Parish Council





**MAYOR**

**Council Committee Meeting Date:  
Council Meeting Date: May 18, 2015  
Consent Agenda**

**Consent Agenda: Consider appointment of new committee members**

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**RECOMMENDATION**

Mayor Wassmer requests Council ratification of the appointment of the following individuals:

<b>Committee</b>	<b>Volunteer Name</b>	<b>Term Ends</b>
Arts Council	Melissa Brown	4/2017
Arts Council	Elizabeth Holliday	4/2017
Arts Council	Stephen LeCerf	4/2017
Arts Council	Stacy Krieg	4/2017
Environmental/Recycle	Maurine Kierl	4/2017
Planning Commission/BZA	Jonathan Birkel	4/2017
Planning Commission/BZA	Patrick Lennehan	4/2018

**BACKGROUND**

The individuals listed above have expressed interest in serving on the indicated Prairie Village committees. Committee Chairs have reviewed all applications and desire to have these committee members appointed. The volunteer applications are attached.

**PREPARED BY**

Meghan Buom  
Deputy City Clerk  
Date: May 13, 2015

## Joyce Hagen Mundy

---

**From:** Danielle Dulin  
**Sent:** Monday, August 04, 2014 9:44 AM  
**To:** Jeanne Koontz  
**Subject:** Volunteer Application

### Submission information


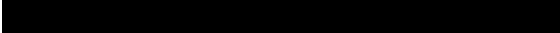
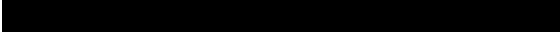
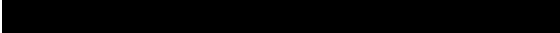
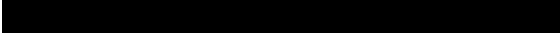
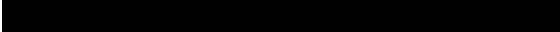
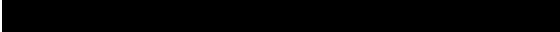

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Submitter DB ID : 2894  
Submitter's language : Default language  
IP address : 65.84.0.150  
Time to take the survey : 6 min. , 34 sec.  
Submission recorded on : 8/4/2014 7:44:25 AM

### Survey answers

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#### Volunteer Information

Name Melissa Brown  
Address   
Zip   
Email   
Home Phone   
Work Phone   
Other Phone   
Business Affiliation   
Business Address 

Select Ward Click for map

- 1
- 2
- 3
- 4
- 5
- 6

Which committee(s) would you like to serve on? (check all that apply)

Animal Control Board   
Arts Council   
ADA Advisory   
Board of Code Appeals   
Civil Service Commission   
Communications   
Environment/Recycle   
Insurance   
JazzFest   
Park and Recreation   
Planning Commission/Board of Zoning Appeals   
Sister City   
Tree Board   
VillageFest

Background

Please tell us about yourself, listing any special skills or experiences you have. Hello, I am an architect who is interested in becoming more involved with my community. I grew up in Overland Park and now live in Prairie Village.

I am interested in helping to support/expand opportunities for the arts in our community. I would also be interested in participating in the Planning Commission.

Thank you in advance,  
Melissa Brown

**Meghan Boom**

---

**From:** Nolan Sunderman  
**Sent:** Wednesday, November 19, 2014 1:01 PM  
**To:** Meghan Boom  
**Subject:** Volunteer Application

Submission information

-----  
Submitter DB ID : 3107  
Submitter's language : Default language  
IP address : 23.112.136.159  
Time to take the survey : 13 min. , 51 sec.  
Submission recorded on : 11/19/2014 11:00:47 AM

Survey answers

-----  
Volunteer Information

Name Elizabeth Holliday  
Address [REDACTED]  
Zip [REDACTED]  
Email [REDACTED]  
Home Phone [REDACTED]  
Work Phone [REDACTED]  
Other Phone [REDACTED]  
Business Affiliation [REDACTED]  
Business Address [REDACTED]

Select Ward Click for map

- 1
- 2
- 3
- 4
- 5
- 6

Which committee(s) would you like to serve on? (check all that apply)

- Animal Control Board
- Arts Council
- ADA Advisory
- ~~Board of Code Appeals~~
- ~~Civil Service Commission~~
- ~~...~~
- Environment/Recycle
- Insurance
- JazzFest
- Park and Recreation
- Planning Commission/Board of Zoning Appeals
- Sister City
- Tree Board
- VillageFest

## Background

Please tell us about yourself, listing any special skills or experiences you have. I am 72 years old and have been retired now for 5 years from an office administrative position in the Kansas City regional of SAS institute, a software company with a home office in Cary, NC. I have been a legal secretary and a bookkeeper in my working career. I have a Bachelor's degree in Art History (1964) from Swarthmore College, a small liberal arts college in a Philadelphia, PA suburb. I am married and have lived at 5 East 67th Street for 27 years with my husband, Ralph, who is also recently retired. I have time on my hands, and would be delighted to volunteer for the City of Prairie Village.



## City of Prairie Village APPLICATION TO VOLUNTEER

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Name STEPHEN LECERF Spouse's Name N/A.  
Address [REDACTED] Zip 66208 Ward 3  
Telephone: Home [REDACTED] Work [REDACTED] Fax [REDACTED]  
E-mail [REDACTED] Other Number(s): \_\_\_\_\_  
Business Affiliation [REDACTED]

Business Address 1608 BALTIMORE AVENUE - KANSAS CITY, MISSOURI 64108

What Committee(s) interests you? (1) Planning Commission - (2) Park & Recreation Committee  
(3) Communications Committee - (4) Prairie Village Arts Council  
(5) Sister City Committee - (6) Tree Board - (7) Other / Open

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.

*\* SEE ADDITIONAL PAGE \**

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Thank you for your interest in serving our community.

As a Prairie Village resident since 2006, it would be a privilege to serve as a volunteer on any of the city committees. The Planning Commission is of particular interest to me based on the knowledge and experience I've acquired as a graduate of University of Missouri – Kansas City's Master of Public Administration program. Coursework in principles and practices of urban planning afforded me the opportunity to contribute to future plans of a Community Improvement District in a neighborhood within the Country Club District. Indeed, this experience piqued my interest in studying a host of policy issues related to planning and development, including growth management, historic preservation, and municipal annexation.

My professional experience in the non-profit sector allowed me to succeed in a variety of roles. Culminating in management of employment services, my part in managing federal grant programs with distinct guidelines has been instrumental in developing new policies and procedures that have improved process, maintained compliance and resulted in measurable increases in program efficiency.

Still, I've been able to find important links with my work in workforce development and the planning field by participating in Mid-America Regional Councils' (MARC) Special Transportation – Job Access Partnership Committee. This experience followed my participation in another MARC program – the Managers Coaching Program whereby I developed a professional relationship with a municipal finance professional and interacted with administrators from municipalities throughout the metropolitan area.

## Meghan Buum

---

**From:** Nolan Sunderman  
**Sent:** Wednesday, May 13, 2015 10:12 AM  
**To:** Meghan Buum  
**Subject:** City of Prairie Village Volunteer Application

A new entry to a form/survey has been submitted.

**Form Name:** Volunteer Application  
**Date & Time:** 05/13/2015 10:11 AM  
**Response #:** 2  
**Submitter ID:** 101  
**IP address:** 38.109.37.66  
**Time to complete:** 5 min. , 56 sec.

---

### Survey Details

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Page 1

### Volunteer Information

1. **Name**  
Stacy Krieg
2. **Address**  
[REDACTED]
3. **Zip**  
[REDACTED]
4. **Email**  
[REDACTED]
5. **Home Phone**  
[REDACTED]
6. **Work Phone**  
[REDACTED]
7. **Other Phone**  
Not answered
8. **Business Affilitaion**  
Not answered



**9. Business Address**

Not answered

---

**Select Ward**

**10. Click for map**

1

**11. Which committee(s) would you like to serve on? (check all that apply)**

Arts Council

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**Background**

**12. Please tell us about yourself, listing any special skills or experiences you have.**

Hello. I am a local artist from Mission, KS. My kids attend IH and East so we frequent the Prairie Village area often. I recently had a solo show at the R G Endres Gallery and met Shelly Trewolla who had mentioned that there may be an opening on the arts council. Additionally, I spoke with Sonya Fendorf about art opportunities within Prairie Village. I would greatly welcome the opportunity to work with your group. I believe that having an artist within the group could add a helpful perspective to future events. You can view my work on my website at [www.2-stacy-krieg.artistwebsites.com](http://www.2-stacy-krieg.artistwebsites.com). Sincerely, Stacy

Thank you,  
City of Prairie Village

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APPLICATION TO VOLUNTEER**

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Name MAURINE KIERL Spouse's Name \_\_\_\_\_

Address [REDACTED] Zip 66208 Ward 1

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

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

Business Affiliation [REDACTED]

Business Address [REDACTED]

What Committee(s) interests you? <sup>①</sup> ANIMAL CONTROL, <sup>②</sup> COMMUNICATIONS  
<sup>③</sup> ENVIRONMENT / RECYCLE

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.

PROFESSIONAL BACKGROUND IN MARKETING & COMMUNICATIONS (10+ YRS)  
PRIMARY

PERSONAL INTEREST IN ANIMAL WELFARE & ENVIRONMENTAL / SUSTAINABILITY ISSUES

Thank you for your interest in serving our community.

## Jonathan L. Birkel

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### Profile

Experienced Project Manager demonstrating strategic processes and problem solving skills. With 23 years in design, construction and project development experience in both private and not-for profit development projects, has capitalized on creating integrity of development strategies and solutions to complex projects.

- ❖ Highly Visible Projects
  - ❖ Financial & Cost Estimating
  - ❖ Entitlements & Variances
  - ❖ Commercial, Residential & Mixed Use
  - ❖ Due Diligence & Research
  - ❖ Public-Private Partnerships
  - ❖ Not for Profit & For Profit Partnerships
  - ❖ Urban Redevelopment
  - ❖ Market Rate & Workforce Housing
- 
- 

### Development / Project Management

- Planning and Development and Design of urban neighborhoods in Kansas and Missouri.
  - Commercial and institutional building repurpose and repositioning with tenants and coordination of TI design, construction and delivery.
  - Multi-Family and Single Family developments, design and construction.
  - Entitlement and variance process for building designs and zoning approvals.
  - Coordinated with city economic development, planning and zoning process, presentations of public hearings and neighborhood meetings.
  - Implementation of residential TIF districts.
  - Management of development and construction process, city process and employees, State and Federal offices.
  - Management and design of project funding sources include: Federal HOME Funds, NSP, TIF, LIHTC and HTC in Kansas.
  - Coordination and management of professional services: architectural design, engineering, survey, infrastructure and utilities, timelines, due diligence, lead, asbestos and mold abatement.
  - Management and consulting; project repair and project completion.
  - Neighborhood HOA and maintenance contracts.
  - Developed Transit Housing plan for Downtown KCK.
  - Development of multi-family, single family and institutional housing products.
  - (Enclosed, project examples)
- 
- 

### Professional Experience

2004 - Present: Vice President for Real Estate Development, City Vision, Kansas City, KS  
1995 - 2004: Senior Associate, Gould Evans Affiliates, Kansas City, MO  
1992 - 1995: Wolfgang Trost Architects, Prairie Village, KS  
1992: Castanes/Gibson Architects, Seattle, WA  
1990 - 1992: Stanford Wyatt, Architect, Seattle, WA

**Professional & Community Memberships**

- Board of Directors Kansas City Youth Lacrosse, KCYLL 2011-2013
  - City of Mission, Mayors Housing Task Force, 2007-08
  - Leadership 2000 Graduate, 2007
  - Great Plains Lacrosse Association, Coaching Prairie Village 2007-Present
  - Board Member for Housing Choices Coalition of Greater Kansas City 2002-2009
  - Home Builders Association Member 2004-2007
  - Kansas LIHTC Fair Housing Design Certificate
  - Professional Advisor Fifth Year Architecture Studio, Kansas State University 2002-2003
  - National Council of Architectural Registration Boards
- 

**Publications & Presentations**

- MARC First Ring Suburbs Coalition and Communities for all Ages
  - APA Presenter, 2012 Kansas City
  - Schemata XIV, University of Kansas, Studio 804.04 Residence and Essay
  - Schemata XIII, University of Kansas, Studio, 804.05 Residence
  - AIA Pillars Leadership Program, Speaker, Urban Development, January 2009
  - Unified Government Presentation, Sustainable Urban Development, 2007
  - Kansas City Home & Garden, Mission Cliffs, 2007
  - 46 Washington, Cornerstone Award winner Multi-Family Housing, 2007
  - MARC, Creating Quality Places Conference, 2004 Speaker, Infill Development
  - Edmonds Residence, Lawrence Magazine, 2006
  - Urban Housing Projects presentations, HBA Kansas City Chapter 2000-2006
  - Urban Builders 2000-2006
- 

**Technical Summary**

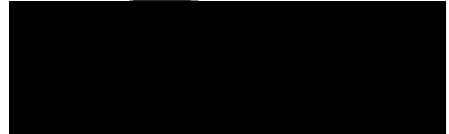
- Cost estimating, construction scheduling and timelines, proforma development.
  - AutoCAD, Sketch up, Hand Drawings and Renderings, Power Point, Publisher, Microsoft Project, XL, Word.
  - Creation of construction documents for commercial and residential projects.
- 

**Education**

- The National Development Council, Housing Development Finance Professional Certification Program 2004-2006
- Bachelor of Architecture, Kansas State University – Manhattan, KS - 1985-1990
  - Kansas City Urban Design Studio, University of Missouri - Kansas City, MO – 1989-1990
  - Architecture University of Denmark - Aarhus, Denmark – 1989
  - Boston Architectural College – Boston, MA - 1988
- New York Institute of Technology - Islip, NY - 1985

patrick k lenahan

pklenahan@gmail.com



**education**

Bachelor of Architecture, *cum laude*, Kansas State University, 1993  
Foreign Study: Centro Studi Santa Chiara; Castiglion Fiorentino, Italy, 1992

**affiliations**

The American Institute of Architects, AIA Kansas and AIA Kansas City (AIA)  
The Design- Build Institute of America (DBIA)  
United States Green Building Council (USGBC)  
Kansas State Historical Society  
Railway and Locomotive Historical Society  
National Model Railroad Association

**registration and credentials**

Registered Architect in Kansas, Missouri, Nevada, Texas and Oklahoma  
Certified with the National Council of Architectural Registration Boards (NCARB)  
United States Green Building Council - Leadership in Energy and Environmental  
Design - Accredited Professional (USGBC - LEED AP)

**professional experience**

Yaeger Architecture Overland Park, Kansas	
Vice President / Senior Project Manager	2007- Present
Project Manager	2001- 2007
Project Architect	1999- 2001
Corgan Associates, Inc. Dallas, Texas	
Project Architect	1997- 1999
Intern	1993- 1997

patrick k lenahan

(continued)

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## selected project experience

### *Entertainment*

Ameristar Casino Bourbon's Steakhouse Restaurants, Council Bluffs, IA and Vicksburg, MS  
Ameristar Casino Candy Shop, Council Bluffs, IA  
Ameristar Casino Video Arcade, Council Bluffs, IA  
Ameristar Casino Entertainment Center, St. Charles, MO  
Ameristar Casino Event Center, St. Charles, MO  
Ameristar Casino New Central Plant and Warehouse, Vicksburg, MS  
Ameristar Casino Surveillance Room Relocation, Vicksburg, MS  
Ameristar Casino Warehouse Expansion, Administration Offices, and Employee Dining Facility, Vicksburg, MS  
Ameristar Casino Bakery Expansion, Vicksburg, MS  
Argosy Casino - Ballroom Remodel, Riverside, MO  
Argosy Casino - Buffet Remodel, Riverside, MO  
Argosy Casino - New Porte Cochere, Riverside, MO  
Argosy Casino - Warehouse Addition, Riverside, MO  
Argosy Casino - Event Center Master Plan, Riverside, MO  
Harrah's Casino Remodel, North Kansas City, MO  
Harrah's Casino Entertainment Pavilion Remodel and Expansion, North Kansas City, MO  
Harrah's Casino Expansion, North Kansas City, MO  
Harrah's Casino On- Call Services, North Kansas City, MO  
Harrah's Casino - Moby's Fish Tales Restaurant, Maryland Heights, MO  
Hollywood Casino at Kansas Speedway, Kansas City, KS  
Hollywood Casino St. Louis, Maryland Heights, MO  
M Resort, Henderson, NV  
Sam Houston Race Park - Historic Racing Machine Installation, Houston, TX  
Terrible's Town Casino, Pahrump, NV  
Zia Park Casino & Racetrack - Steakhouse Remodel and Expansion, Hobbs, NM

### *Hospitality*

Ameristar Casino Conference Center, St. Charles, MO  
Ameristar Casino Conference Center, Kansas City, MO  
Executive Orders Restaurant, Centerplate, Washington Convention Center, Washington, DC  
Harrah's Hotel Expansion, North Kansas City, MO  
Hollywood Casino Hotel, Kansas City, KS  
Liberty Hospital Hospitality House, Liberty, MO  
Parkway Hotel, St. Louis, MO  
Snow & Co., Kansas City, MO  
Snow & Co., Gladstone, MO

patrick k lenahan

(continued)

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*Corporate / Office*

AIG Insurance Offices, Dallas, TX  
Boone Hospital Center Medical Office Building, Columbia, MO  
CenturyTel Corporate Headquarters Expansion, Monroe, LA  
First American Real Estate Information Services - Regional HQ and Data Center, Dallas, TX  
IBM Global Services Data Center / Network Operations Center, Columbus, OH -  
MCI Telecommunications Corporation - Underground Fiber Optic Training Facility, Richardson, TX  
MCI Telecommunications Corporation - Telecommunications Switch Facilities, Irving, TX; Richardson, TX; San Antonio, TX; and New Orleans, LA  
MCI Telecommunications Corporation - Network Management Center, Sacramento, CA  
MCI Telecommunications Corporation - Network Engineering Systems Labs, Richardson, TX  
MCI Network Services Offices, Richardson, TX  
MCI Telecommunications Corporation Technical Facility Multi- Phase Remodel, Richardson, TX  
Sprint World Headquarters Campus, Overland Park, KS

*Retail*

HomeGoods, Little Rock, AR  
The Legends at Sparks Marina Destination Retail Center, Sparks, NV  
Pier One Imports, Retail Boutique International Stores, Tenant fit-outs for multiple stores in Mexico, Puerto Rico and Japan  
Park Place Village, Phase 2, Leawood, KS  
Best Buy, Sparks, NV  
Old Navy, Sparks, NV  
TJ Maxx, Sparks, NV  
Wyandotte Plaza - Retail Center Remodel, Kansas City, KS

*Housing*

909 Walnut (Fidelity Bank Building), Kansas City, MO  
Ashford Place Apartments, Shawnee, OK  
Brookridge Country Club and Condominiums, Overland Park, KS  
Cherokee Terrace Apartments, Enid, OK  
CityView at Northgate Village - Phase 2, North Kansas City, MO  
The Gardens at Northgate Village - Phases 2, 3 and 4, North Kansas City, MO  
Shoal Creek Village Apartments, Kansas City, MO  
H. D. Lee Mercantile Building, Kansas City, MO  
Sunset View Apartments, El Reno, OK  
Wesley Village Apartments, Oklahoma City, OK

patrick k lenahan

(continued)

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*Education*

Calhoun County Independent School District, Jackson- Roosevelt Elementary School Administration Building Addition, Port Lavaca, TX  
Calhoun County Independent School District, Harrison- Jefferson- Madison Elementary School, Port Lavaca, TX  
Olathe School District - Elementary School Secure Entry Remodels, Olathe, KS  
Trinity Valley Community College Dining Hall and Book Store, Athens, TX

*Government*

Army Reserve Centers, Kirksville, MO and West Palm Beach, FL  
Ash Meadows National Wildlife Refuge Visitor's Center, Pahrump, NV  
Barracks / Company Operations Facility (BCOF), Fort Leonard Wood, MO  
Building 465, Civilian Education System, Fort Leavenworth, KS  
Buildings 466 & 467, Fort Leavenworth, KS  
Chapel Complex, Fort Leavenworth, KS  
Chapel Complex, Fort Leonard Wood, MO  
Community Activity Center Renovation, Building 338, McConnell Air Force Base, KS  
General Services Administration, Heartland Region 6, Multiple Work Orders:  
    Richard Bolling Federal Building ABAAS Survey, Kansas City, MO  
    USDA Data Center Master Plan, Kansas City, MO  
    USMC Data Center Server Room Expansion, Kansas City, MO  
    Charles Whittaker Federal Courthouse Fire Alarm System, Kansas City, MO  
Hangar 1106, McConnell Air Force Base, KS  
Hangar 1107, McConnell Air Force Base, KS  
MXG Consolidation & Forward Logistics Center, Buildings 840 & 1170, McConnell Air Force Base, KS  
State of Missouri Data Center, Jefferson City, MO  
United States Federal Courthouse Roof Replacement, Wichita, KS  
Military Family Housing Renovation and Expansion, Whiteman Air Force Base, MO  
Eisenhower Hall Combined Arms Research Library & General Instruction Facility, Fort Leavenworth, KS

*Other*

Project Apollo, London Redhill Airport - Master Plan, United Kingdom.  
Sangster International Airport, Montego Bay, Jamaica





## POLICE DEPARTMENT

Council Meeting Date: May 18, 2014

**CONSENT AGENDA:** Consider the Agreement with the Kansas City Crime Commission for the TIPS Hotline Crime Stoppers Program

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### RECOMMENDATION

Staff recommends the Council continue to participate in and approve the contract with the Kansas City Crime Commission for the TIPS Hotline Crime Stoppers Program. Funds for the \$3,000.00 annual fee were approved by the Council in the 2015 Public Safety Budget in line item 01-03-21-6009-028.

### BACKGROUND

For many years the City of Prairie Village, along with numerous other law enforcement and municipal agencies, has been a joint sponsor in the Kansas City Crime Commission TIPS Hotline. No contract changes were stipulated and the City Attorney has reviewed and approved previous contracts.

### ATTACHMENTS

#### PREPARED BY

Tim M. Schwartzkopf

Chief of Police

Date: May 11, 2015



Crime Stoppers Greater Kansas City

3100 Broadway, Suite 226  
Kansas City, MO 64111  
816-474-TIPS  
Admin 816-960-6800  
Fax 816-960-6808  
www.kc-crime.org

Chairman of the Board  
DAVE LAMASTER

President  
TODD HARRISON

Vice Presidents  
1<sup>st</sup> - DARREN GRIFFITH  
2<sup>nd</sup> - KORY FRICK  
3<sup>rd</sup> - GREGG RIESS

Program Coordinator  
DET. KEVIN BOEHM

BOARD OF DIRECTORS

VIC ALLRED  
NEIL ATHA  
JOHN BRECKENRIDGE  
STEVE BROWN  
KELLI BAILIFF  
DONALD CASALS  
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STEVE DIGACINTO  
JAMES EDDY  
LINDA FISHER  
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STEVE HADEN  
CRYSTAL HART-JOHNSON  
BRIAN HENRY  
BRIAN JACKSON  
RODNEY LEWALLEN  
MIKE MAHONEY  
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LARA MORITZ  
DENNIS PETREE  
MATTHEW POMANEK  
LOREN PROCTER  
SCOTT ROWE  
MYRON SCAFE  
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TOM WEHRLE

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WALTER WHITE

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RICHARD COOK  
BOB JONES  
FRED McDANIEL  
CRAIG SARVER  
DON WILSON

LAW ENFORCEMENT MEMBERS

CHIEF MIKE HASTY  
CHIEF JOHN MEIER

LIFETIME MEMBERS

JAMES R. GRAHAM  
MARGARET JONES  
RAY ZAKOVICH



May 8, 2015

Mayor Laura Wassmer  
City of Prairie Village  
7700 Mission Road  
Prairie Village, KS 66208-

Dear Mayor Wassmer,

Thank you for being a loyal supporter of Crime Stoppers. Without your support Crime Stoppers would not exist. Your support and partnership are very important to us, and we know you are one of the reason's the TIPS Hotline is successful.

It is time for the 2015 renewal of your contract with the Crime Stoppers TIPS Hotline. Here are just a few reasons to continue your support of Crime Stoppers:

- Crime Stoppers received more than 3,900 calls in 2014 that solved nearly 300 felony cases and led to the arrest of 200 criminals;
- Crime Stoppers accepts anonymous *Email Tips* "www.kccrimestoppers.com" and *Text Messaging Tips* "TIP452 plus message to CRIMES (274637)";
- The Lamar Billboard Crime Stoppers Fugitive Program successfully captures wanted murderers;
- Crime Stoppers has over 20 regularly scheduled weekly media spots providing departments easy access in publicizing unsolved crimes and fugitives;
- Kansas City's Most Wanted Newspaper publishes over 100 local fugitives, giving area departments and citizens easy access to wanted fugitives listings;
- Visit the Crime Stoppers website "www.kccrimestoppers.com" to view Unsolved Crimes, Wanted Suspects, Upcoming Events and more.

Your personal Crime Stoppers liaison will be in contact with you soon as a courteous follow-up.

Like you, Crime Stoppers is passionate about fighting crime and making our communities safer. Thank you for being a Crime Fighter. Together we get hundreds of dangerous fugitives off our streets and out of our neighborhoods.

Sincerely,

Richard Easley  
President

Cc: Chief Tim M. Schwartzkopf  
Cc: Tom Wehrle

CONTRACT

This Contract is entered into this year, 2015, by and between the City of Prairie Village and the Kansas City Metropolitan Crime Commission a Missouri not-for-profit corporation located at 3100 Broadway, Suite #226, Kansas City, Missouri 64111.

**WHEREAS**, the Crime Commission has run and continues to run a Crime Stoppers program promoting the 816-474-TIPS Hotline Program in the Greater Kansas City area, which includes Johnson and Wyandotte Counties in Kansas and Cass, Clay, Jackson, Lafayette, Platte and Ray Counties in Missouri.

**WHEREAS**, the City of Prairie Village wishes to contract with the Crime Commission to provide this service in Prairie Village, KS.

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

1. The City of Prairie Village will pay the Crime Commission an annual fee of \$3,000 dollars, payable on the date hereof and on each anniversary date of the date hereof during the term of this contract. Such annual fee may be adjusted each year as the parties hereto may agree.

2. The Crime Commission will provide its Crime Stoppers Program in Prairie Village, KS which program shall include, at a minimum, the following services:

- a) Maintain the Crime Stoppers Hotline, (currently 816-474-TIPS) which will be answered a minimum of eight hours per day;
- b) Provide publicity concerning the availability of the Crime Stoppers TIPS Hotline;
- c) Provide rewards for information leading to the arrest, issuance of a warrant or indictment, which results from calls to the Crime Stoppers TIPS Hotline;
- d) Forward information received on the Crime Stoppers TIPS Hotline regarding crimes in Prairie Village, KS to the City of Prairie Village;

3. The parties agree, that the services to be provided by the Crime Commission are being provided strictly on a contract basis and that the Crime Commission is not and shall not be considered a part of Prairie Village, KS or the City of Prairie Village. The Crime Commission shall not be subject to any control by Prairie Village, KS or the City of Prairie Village.

4. This contract shall be for an initial term of one year, commencing on the date hereof. Upon expiration of the initial term of this Contract, and upon expiration of each additional one year period thereafter, the term of this Contract shall be extended automatically for a period of one year, unless and until either party hereto gives written notice to the other party hereto of its intent not to extend the term of this Contract for an additional one year period.

5. This Contract shall not be assignable without the prior written consent of both parties. Any purported assignment without such written consent shall be void.

**IN WITNESS WHEREOF**, the parties have executed this Contract the year and date first above written.

**City of Prairie Village**

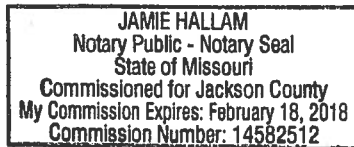
By \_\_\_\_\_

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

**KANSAS CITY METROPOLITAN CRIME COMMISSION**

By *R.D. Easley*  
Richard Easley, President

ATTEST: *Jamie Hallam*  
Jamie Hallam



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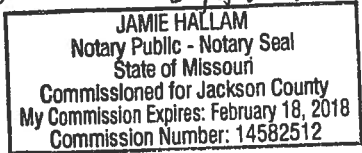
By \_\_\_\_\_

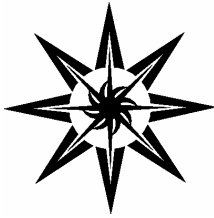
ATTEST: \_\_\_\_\_

KANSAS CITY METROPOLITAN CRIME COMMISSION

By Richard Easley  
Richard Easley, President

ATTEST: Jamie Hallam  
Jamie Hallam





## **PUBLIC WORKS DEPARTMENT**

**Council Committee Meeting Date: May 18, 2015**

**Council Meeting Date: May 18, 2015**

**CONSIDER CONSTRUCTION ADMINISTRATION AGREEMENT WITH AFFINIS CORP FOR ON-CALL FIELD SERVICES FOR TELECOMMUNICATION INSTALLATION RIGHT-OF-WAY ACTIVITIES.**

### **RECOMMENDATION**

Move to approve the construction administration agreement with Affinis Corp for On-Call Field Services for Telecommunication Installation Right-of-Way Activities and authorize use of 2015 General Fund contingency.

### **BACKGROUND**

The City is responsible for managing the Rights-of-Way within the City. Public Works anticipates the need for this assistance for roughly the next year as telecommunications companies (Google Fiber and AT&T GigaPower) complete their build out in Prairie Village. The magnitude and timing of the build outs does not allow City staff to complete the required inspections without additional personnel.

Public Works recently requested proposals from firms to provide construction administration services for Prairie Village in the areas of Right of Way Inspection and Construction Inspection for the next three years. 11 firms submitted proposals. Based on their proposals the selection committee chose Affinis to be the City's On-Call consultant for telecommunication installation for right-of-way activities in 2015, 2016, and 2017. Other firms were selected for construction inspection on-call and could be utilized if the right-of-way activities on-call needs to be supplemented with additional personnel. The selection committee consisted of Terrence Gallagher, Ted Odell, Keith Bredehoeft, Melissa Prenger and Kenny Khongmaly.

We are proposing to utilize an on-call consultant for approximately 20 hours per week of inspection time for the on-call service with a total maximum value of the contract at \$100,000. The hours per week will be regulated by city staff and will be adjusted as needed. The on-call services include inspection of permitted activities in the right-of-way associated with the telecommunication installation to ensure city specifications are followed, reviewing permits, attending bi-weekly construction meetings, and assist in facilitating the process of resident concerns.

### **FUNDING SOURCE**

This was not anticipated in the 2015 budget so it is proposed to use General Fund Contingency for this work. The expenses, in part, will be offset with ROW permit fees. Once services are offered, the City will receive franchise fees of 5% of gross receipts for video services.

## **ATTACHMENTS**

1. Construction Administration Agreement with Affinis Corp

## **PREPARED BY**

Melissa Prenger, Sr. Project Manager

May 13, 2015



# AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

For

CONSTRUCTION ADMINISTRATION

For

## ON-CALL FIELD SERVICES OF TELECOMMUNICATION INSTALLATION RIGHT-OF-WAY ACTIVITIES

***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 Missouri corporation with offices at 8900 Indian Creek Parkway, Suite 450, Overland Park, Kansas 66210, hereinafter called the “**Consultant**”.

***WITNESSED, THAT WHEREAS***, City has determined a need to retain a professional engineering firm to provide civil engineering services for Construction Administration for On-Call Field Services of Telecommunication Installation Right-of-Way Activities 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 - RESPONSIBILITIES OF THE CITY

The CITY designates Melissa Prenger, Senior Project Manager as CITY representative with respect to this Agreement. Ms. Prenger shall have the authority to transmit instructions, receive information, interpret and define the policies of the CITY, make decisions relevant to the services of the CONSULTANT.

The CITY shall do the following in a timely manner:

1. Make available to the CONSULTANT all existing data and records relevant to the Project, including but not limited to, maps, plans, correspondence, data and previous reports and studies possessed by the CITY.
2. Approve all criteria and information as to the requirements of the CITY for the Project, including objectives and constraints, performance requirements, and budgetary limitations.
3. Review and approve all correspondence transmitted and forms used by the CONSULTANT relative to this Project.
4. Review for approval all submittals such as change orders and payment requests by the CONSULTANT.

## **ARTICLE II - RESPONSIBILITIES OF THE CONSULTANT**

The CONSULTANT designates Kristen Leathers as Construction Manager, who shall direct the related construction administration and field services in all phases of the Project to which this Agreement applies. The Construction Manager shall serve as the prime professional on this Project and shall be the prime contact with the Senior Project Manager. Project Representatives shall be designated by the Construction Manager to perform specified responsibilities within this Agreement.

The standard of care for all professional consulting services and related construction administration and field 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 profession, practicing under similar conditions at the same time and in the same locality.

The CONSULTANT shall act as CITY representative to the extent and limitations of the duties, responsibilities and authority as assigned herein and shall not be modified, except as CONSULTANT may otherwise agree in writing.

The CONSULTANT shall make visits to the Work areas at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified professional the progress and quality of the Work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to CONSULTANT herein, but rather are to determine if Contractor's work is proceeding in accordance with the issued permit requirements and City standards. The CONSULTANT shall keep CITY informed of the progress of the Work.

The CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, the CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its Work in accordance with the City standards and the requirements of the Contractor's contract.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. The CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the City standards and the requirements of the Contractor's contract.

The duties and responsibilities of the CONSULTANT are as follows:

1. Prepare for and attend weekly meetings with City, utility agencies and contractors.
2. Review and process right-of-way permits for utility contractors.
3. Submit a weekly report via email to City including:
  - a. Hours worked.
  - b. Section/location of work.
  - c. Contractors working.
  - d. Work performed.

4. Part-time construction observation of approximately 20 hours per week is estimated. Hours may be adjusted if approved by the City.
5. Facilitate and observe issues/questions between the utility agency, contractors and residents, as needed. Verify resolution and completion of issue.
6. Provide pre-construction photos or documentation in areas requiring restoration.
7. Use city map to track permits, resident notifications, types of work, areas of work, contractors and completion.
8. Perform final walk-thru and prepare punch list for contractor. Close permit for work performed.

The CONSULTANT shall not:

- 1 Exceed limitations of CONSULTANT authority as set forth in the Agreement.
- 2 Undertake any of the responsibilities of utility agency, Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY, utility agency or Contractor.
- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

The CONSULTANT is expected to conduct himself/herself at all times in such a manner as to reflect credit upon himself/herself and the CITY they represent. It is expected that the Construction Manager will be suitably dressed for the work, and he/she will be clean and neat enough to be a suitable representative of the CITY to the Contractor and the public. The CONSULTANT will be pleasant, courteous and business-like in meeting the public. He/She is helpful and considerate to answer questions asked by the public. If the CONSULTANT cannot clearly answer the question, the CONSULTANT should refer the questioner to the Senior Project Manager.

The CONSULTANT will not engage in controversial activities relative to the project in public, particularly if it involves public speaking, public debate, public media, etc. All written communications intended for publication that relate to the project must be approved by the Senior Project Manager.

A primary responsibility of the CONSULTANT is to have a working knowledge of the controlling regulations, codes and directives dealing with the public convenience, public safety and construction safety. Though jobsite safety is contractually the Contractor's responsibility, the CONSULTANT should immediately report all unsafe conditions or practices to the proper authority. However, if in the opinion of the CONSULTANT, the precautions taken by the Contractor are found to be insufficient or inadequate in providing job or public safety at any time, the CONSULTANT shall notify the Senior Project Manager.

The CONSULTANT is expected to wear suitable clothing and protective gear on the jobsite. Hard hats must be worn at all times there is a danger of falling and flying material. Approved reflective vests must be worn for high visibility in close proximity to traffic and moving equipment. Clothing and protective gear should clearly identify the CONSULTANT.

Good housekeeping and sanitary provisions are the responsibility of the Contractor. The Contractor is responsible for public and private property and shall take every reasonable precaution to avoid damage by the construction activities. Throughout all phases of construction, the rubbish and debris on a project shall be held to a minimum and confined to organized disposal and storage areas. Dust nuisance is to be held to a minimum. The Contractor's equipment and construction activities shall not contribute to air pollution by excessively discharging smoke, exhaust and other contaminants in such quantities to be a nuisance and violation of contract. The CONSULTANT shall record such unacceptable conditions in the Daily Report.

The responsibility of safe and proper handling of traffic rests with the Contractor. The CONSULTANT shall see that the Contractor provides proper handling of traffic as required by the contract and shall notify the Contractor to correct any potentially dangerous situation that exists. The section of the Manual of Uniform Traffic Control Devices (MUTCD) titled *Work Area Traffic Control Handbook* sets forth the principle and standards in order to provide safe and effective work areas and to warn, control, protect and expedite vehicular and pedestrian traffic through the construction project. The MUTCD by reference is part of the Contractor's construction documents. The CONSULTANT shall refer to this document when monitoring and coordinating traffic handling with the Contractor. The CONSULTANT shall record such unacceptable conditions in the Daily Report.

The CONSULTANT are directed to avail themselves of the *Public Works Inspector' Manual*, latest edition published by the BNi Building News and available through the American Public Works Association. The manual is a complete operational and technical guidebook for inspecting all types of public works construction. The manual is the standard by which the CITY expects the CONSULTANT to meet and is part of this Agreement.

### **ARTICLE III - COMPENSATION**

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of \$100,000.00 for the scope of services as specified herein unless modified by Change Order. CONSULTANT current Hourly Rate Schedule is attached as Exhibit A.

The CONSULTANT may submit an invoice on a monthly basis from an estimate of Services or upon the completion of services. The CONSULTANT shall bill reimbursable expenses, which are beyond all fees for professional services. Reimbursable items shall be as follows:

- a. Plotting and printing for construction or as requested by the CITY except as outlined in the scope of services (printing and plotting for the CONSULTANT in-house use is not a reimbursable expense)
- b. Project Mileage
- c. Delivery Charges

All billings must be submitted by the fifteenth day of the month for all services rendered in the previous month. The CONSULTANT will invoice the CITY on forms approved by the CITY. All properly prepared invoices will include a documented breakdown of expenses incurred.

Both parties may submit an Engineering Change Order for major changes in scope, character, delays or complexity of Services. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward. The Engineering Change Order shall be signed by the CITY

and the CONSULTANT prior to the CONSULTANT proceeding with any work covered by this Agreement.

#### **ARTICLE IV - GENERAL PROVISIONS**

**Times for Rendering Services:** The CONSULTANT services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Services through completion. Specific periods of time for rendering services are set forth in Article IV, Time Schedule, in this Agreement, by which time defined services are to be completed. If such periods of time are changed through no fault of the CONSULTANT, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment.

**Opinions of Probable Cost:** In providing opinions of probable cost, the CITY understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs, if included herein, are to be made based on the CONSULTANT qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**Change in Scope:** The scope of work described in Article I Scope of Services, shall be subject to modification or supplement upon the signing of an Engineering Change Order by the CITY and the CONSULTANT. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

In event the CITY consents to, allows, authorizes or approves of changes to the construction documents prepared by the CONSULTANT, and these changes are not approved in writing by the CONSULTANT, the CITY recognizes that such changes and the results thereof are not the responsibility of the CONSULTANT. Therefore, the CITY agrees to release the CONSULTANT from any liability arising from the construction, use, or result of such changes. In addition, the CITY agrees to indemnify and hold the CONSULTANT harmless from any damage, liability or cost arising from such changes.

**Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement ("Plans") shall become the property of City. City agrees that if such Plans are ever used in connection with another project in which the Consultant is not providing civil engineering services or for completion of the Project by others, all references to the Consultant or any subconsultant, including seals, shall be removed from the Plans before use on said project. 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 sole risk and without liability to the Consultant. To the extent permitted by law, 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 Plans. 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.

**Insurance:** The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not

less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants 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.

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

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 agent, and other specified interests as additional insureds thereunder.

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 liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

**6.4 Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

**6.5 Termination for Convenience:** The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of

payment in this contract. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization

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

**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 subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for CITY reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

**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.

**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.

**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.

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.

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, KS

**CONSULTANT:**

AFFINIS CORP

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

\_\_\_\_\_  
Laura Wassmer, Mayor

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

\_\_\_\_\_  
Kristen E. Leathers

Address for giving notices:

CITY of Prairie Village  
7700 Mission Road  
Prairie Village, Kansas, 66208  
913-381-6464

Address for giving notices:

8900 Indian Creek Parkway  
Suite 450, Building 6  
Overland Park, Kansas 66210  
913-239-1100

ATTEST:

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

APPROVED BY:

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





## PLANNING COMMISSION

Council Meeting Date: May 18, 2015  
Consent Agenda

### Consider Final Plat for Chadwick Court

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#### RECOMMENDATION

Authorize the Mayor to execute the Final Plat for Chadwick Court for acceptance of rights-of-way and easements subject to the conditions of approval required by the Planning Commission.

#### BACKGROUND

At its regular meeting on March 3, 2015, the Planning Commission recommended approval of the rezoning for this property from RP-1B to RP-1A and approval of the Preliminary Development Plan to the Governing Body.

The applicant requested four waivers as a part of the Planned District:

1. Required 30-foot front setback reduced to 15 feet
2. Required-25 foot rear yard setback reduced to 20 feet
3. Increase in the maximum allowed lot coverage from 30% to 35%
4. Required lot depth from 125 feet to 99 feet

which the Governing Body approved.

The Planning Commission also approved the Preliminary Plat and authorized preparation of the Final Plat subject to the approval of the rezoning and Preliminary Development Plan by the Governing Body and subject to the following conditions:

1. Dedicate an additional 10 feet of right-of-way for the south side of 75<sup>th</sup> Street.  
**The 10-foot dedication is shown on the Final Plat.**
2. Revise the side yard setbacks to conform to the Preliminary Development Plan.  
**The Governing Body approved the 20-foot rear yard setback which is shown on the Final Plat.**
3. Identify those trees that will be removed and protect the trees on the east and west property lines.  
**The applicant plans to preserve the major trees on the east and west property lines, but all the internal trees will be removed.**
4. Submit any covenants that will be filed to guarantee the maintenance of the private roadway, the stormwater detention area and any other private improvements on the property with the Final Plat.  
**The applicant has submitted covenants that are being reviewed by Staff.**
5. Resolve all issues with Public Works regarding stormwater management.

**The applicant has met with Public Works and is working out the design details for the construction drawings.**

6. Design the private drive to City standards and submit the plans and specifications to Public Works for review and approval with the Final Plat.  
**Construction documents have been submitted to Public Works.**
7. If gas service will be provided, indicate a gas line easement on the Final Plat.  
**The applicant will provide a private easement for gas service.**
8. That the rear yard setback be 25 feet.  
**This condition no longer applies.**

Prior to the recording of the Final Plat, it will be necessary for the property owner to either construct all the proposed improvements or provide a financial guarantee to the City that the proposed improvements will be constructed. The applicant has expressed a preference to construct all the improvements prior to recording the Final Plat. It is the responsibility of the City to ensure that all improvements are made and the lots are buildable when the Final Plat is recorded.

The Final Plat for Chadwick Court was presented, having met the conditions required by the Commission in approval of the preliminary plat, to the Planning Commission on May 5, 2015. The Planning Commission approved the Final Plat of Chadwick Court and forwarded it on to the Governing Body for its acceptance of the rights-of-way and easements, subject to the following conditions:

1. That the applicant show easements for water, sewer and gas on the Final Plat, subject to approval of Staff. The Final Plat will not be released for recording until such time as the easements are shown on the plat.
2. That the applicant construct and install all proposed improvements prior to the recording of the Final Plat. The Mayor and City Clerk shall not sign the Final Plat and the City will not release the Final Plat for recording until all improvements are installed, subject to the approval of Public Works.
3. That the applicant submit three (3) copies of the revised Final Plat to Staff for final review and approval.
4. That the applicant revise the Declaration of Conditions and Covenants, and the Declaration of Restrictions as recommended by Staff and submit three (3) revised copies to the City for the record.
5. That the applicant submit a receipt showing all taxes due and payable have been paid.

## **ATTACHMENTS**

Planning Commission Minutes of May 5, 2015 (Draft)  
Proposed Plat

**PREPARED BY**  
Joyce Hagen Mundy  
City Clerk

**Date:** May 7, 2015

**PLANNING COMMISSION MINUTES**  
**May 5, 2015**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, May 5, 2015, in the Municipal Building Council Chambers at 7700 Mission Road. Chairman Bob Lindeblad called the meeting to order at 7:10 p.m. with the following members present: Nancy Vennard, Gregory Wolf, Larry Levy, James Breneman, Nancy Wallerstein and Randy Kronblad.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, City Planning Consultant; Wes Jordan, Assistant City Administrator; Mitch Dringman, Building Official; Terrence Gallagher, Council Liaison and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

**APPROVAL OF MINUTES**

Nancy Vennard noted the word “high” on page 6, paragraph 3 should be “height”. Randy Kronblad moved the approval of the minutes of the Planning Commission for April 7, 2015 as corrected. The motion was seconded by Gregory Wolf and passed by a vote of 6 to 0 with Nancy Wallerstein abstaining.

**PUBLIC HEARINGS**

**PC2015-05      Request for Special Use Permit for Storage Facility  
7231 Mission Road**

Commissioner James Breneman recused himself from the meeting due to a professional conflict of interest on this application.

Darin Heyen, 5208 West 81<sup>st</sup> Street, presented the application on behalf of St. Ann’s Church. In 2013, St. Ann’s Catholic Church submitted a Special Use Permit to increase the size of the school which was approved along with a Site Plan. The property was also platted into two lots. Lot 1, the west lot, contains the church and school buildings. Lot 2, the east lot, is occupied by the playground and athletic field. The church is proposing improvements on the playground and athletic field area.

A 15’ x 20’ storage building is proposed. Other improvements include a new 12’ x 55’ batting cage and backstop. At the west end, a new 27’ x 50’ pavilion is proposed adjacent to the playground. The storage building, batting cage and new backstop will be located in the northeast corner of the lot adjacent to Windsor Park.

A neighborhood meeting was held on April 29, 2015, in accordance with the Planning Commission Citizen Participation Policy. No one attended the meeting. The mailed notice of meeting included drawings of the proposed improvements.

Mr. Heyen asked for clarification on condition of approval #2 in the staff report noting that there is currently no landscaping or screening along Windsor. Mr. Williamson responded that staff is seeking screening for the backstop, not along the entire property.

Larry Levy confirmed the screening did not need to be directly behind the backstop which would prevent people from viewing from behind the backstop but could be placed further back and still provide screening for the residents across the street.

Mr. Heyen stated they were in agreement with the staff recommendation.

Chairman Bob Lindeblad opened the public hearing on this application. No one was present to address the Commission and the public hearing was closed at 7:15 p.m.

Chairman Bob Lindeblad led the Commission in review of the following criteria for approval of Special Use Permits:

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

The property is zoned R-1B Single Family Residential District and has been developed by St. Ann's Church and School since 1968. The total site is approximately 10.6 acres and Lot 2 is 4.57 acres. The site has adequate area to accommodate the proposed improvements and meet all setback, height and area regulations of the zoning ordinance.

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

The site is large and this is a renovation of the athletic fields that have been there since 1968. The proposed improvements are an upgrade to the existing playground and ball field, and will not adversely affect the welfare or convenience of the public.

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

The proposed Special Use Permit is required for only the 15' x 20' storage building which will be located on the north side of the playground adjacent to Windsor Park. The proposed storage building is 300 sq. ft. on a site of 4.57 acres. Therefore, it will not cause substantial injury to the value of other property in the neighborhood.

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

The size of the storage building is insignificant, compared to the size of the site on which it is located. It is not of a size that will dominate the neighborhood. However, the houses on the east side of Windsor Street face the backstop and storage building, and some screening along Windsor Street would be beneficial. This should be addressed on the Site Plan.

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

The proposed storage building is a part of the school and will not generate the need for additional parking. If parking is needed there is a row of angle parking along the south side of the site.

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

Storm drainage was addressed at the time the site plan was approved in 2013. All utilities are available on site.

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

St. Ann's Church and School is a developed property and no change in the ingress or egress is planned. Currently the property can be entered from one location on Mission Road and one location of Windsor Street. Exiting can occur from two locations on Mission Road and one on Windsor Street. No congestion will be added to adjacent public streets.

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

This particular use does not appear to have any hazardous or toxic materials, hazardous processes or obnoxious odors related to its use. There may be some noise generated from the outdoor play of the children, but it should be minimal.

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

The architectural plans will be approved as a part of the Site Plan approval.

Chairman Bob Lindeblad led the Commission in review of the Golden Factors:

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

The character of the surrounding neighborhood is primarily residential. Offices are located to the southwest of the athletic fields and Windsor Park is located adjacent to the north property line. Single-family dwellings line Windsor Street and back up to the site on the south side.

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

North: RP-3 Planned Garden Apt. District & R-1B Single-Family District - Apartments, Single-Family Dwellings & Windsor Park

East: R-1B Single-Family District - Single-Family Dwellings & Windsor Park

South: C-0 Office Building District - Offices & R-1B Single-Family District - Single-Family Dwellings

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

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

The current use of the property is for a playground and athletic field area as part of St. Ann's School and the proposed use is to add a storage building to complement the athletic fields. The existing and proposed uses are suitable for the property.

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

The storage building is very small in comparison to the site and will not have a detrimental effect on neighboring property. The storage building will provide room to store athletic equipment to keep the site neater. However, some screening along Windsor Street would be beneficial for the houses that face the athletic fields.

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

The property has been developed as a part of St. Ann's School and has not been vacant.

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

The proposed storage building is very small compared to the site and it, along with the other upgrades to the playground area, will enhance the appearance of the athletic fields and be a benefit rather than a hardship for the landowners in the area.

**7. City staff recommendations;**

It is the opinion of Staff that the proposed storage building is small, is located on the northwest corner of the site adjacent to Windsor Park and will have a minimal effect on adjacent residents. Therefore, it is recommended that it be approved subject to landscaping along Windsor Street.

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

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. St. Ann's School is one of the amenities that set Prairie Village apart from other competing communities in the metropolitan area. This application is for the upgrade of an existing use within the community and is consistent with Village Vision in encouraging reinvestment.

Nancy Vennard moved the Planning Commission finds favorably on the findings of fact and recommend the Governing Body approve the request for a Special Use Permit for a storage facility at 7231 Mission Road subject to the following conditions:

1. That any outdoor lighting installed shall be in accordance with the lighting ordinance.
2. That the Site Plan be approved by the Planning Commission and include landscape screening along Windsor Street behind the backstop.
3. That the Special Use Permit be approved for an indefinite time.
4. That if the applicant is found to be in non-compliance with the conditions of the Special Use Permit, the permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected.

The motion was seconded by Randy Kronblad and passed unanimously.

Chairman Bob Lindeblad led the Commission in the following review of the criteria for site plan approval:

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

The proposed Site Plan includes a new storage building and a pavilion. The backstop is being rebuilt and upgraded. The site is over 4-1/2 acres and can easily accommodate the two new small structures. No new parking areas and drives are needed to serve the proposed use.

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

This site is currently served by utilities and they should be adequate to serve the proposed expansion.

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

The two proposed structures are not of a size that will cause concerns regarding management of stormwater. A Stormwater Management Plan was prepared when the Special Use Permit was approved in 2013. The improvements required at that time should be adequate to handle the minimal increase in runoff resulting from these minor improvements.

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

The playground area is an accessory use to the school and is not a traffic generator in itself. An existing access drive off Windsor Street which has parking on it is adequate to handle traffic circulation to this portion of the site.

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

The proposed structures will be on the north side of the site adjacent to Windsor Park and away from the existing residential development. The ball field will be renovated and upgraded to improve its function and appearance. The backstop is a large structure and some additional landscaping is needed to provide screening for the houses that face it along Windsor Street.

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

The applicant proposes to use the same brick and roofing materials used on the church. The backstop will be a significant improvement over what currently exists. The proposed improvements are well designed and as proposed will be compatible with the character of the neighborhood. It should be noted that the proposed backstop is 20 feet in height which exceeds the height requirement of 8 feet for fences. A greater height can be approved by the Planning Commission in Site Plan approval.

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

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. St. Ann's School is one of the amenities that set Prairie Village apart from other competing communities in the metropolitan area. This application is for the upgrade of an existing use within the community and is consistent with Village Vision in encouraging reinvestment.

Larry Levy moved the Planning Commission find favorably on the findings of fact for PC2015-05 and approve the Site Plan for improvements at 7231 Mission Road subject to the following conditions:

1. That any outdoor lighting installed shall be in accordance with the lighting ordinance.
2. That the proposed structures use the same materials as the existing buildings as shown on the drawings dated April 1, 2015.
3. That the backstop height of 20 feet is approved as shown on the Site Plan.
4. That the applicant provide a landscape plan to provide screening for the backstop to be reviewed and approved by Staff.

The motion was seconded by Nancy Wallerstein and passed unanimously.

**PC2015-104 Request for Final Plat Approval - Chadwick Court  
3101 West 75<sup>th</sup> Street**

Bob Royer, 7801 Mission Road, stated he had received the staff report and accepted the staff recommendation and conditions of approval.

Ron Williamson noted that at its regular meeting on March 3, 2015, the Planning Commission recommended approval of the rezoning for this property from RP-1B to RP-1A and approval of the Preliminary Development Plan to the Governing Body.

The applicant requested four waivers as a part of the Planned District which were as follows:

1. Required 30-foot front setback reduced to 15 feet
2. Required-25 foot rear yard setback reduced to 20 feet
3. Increase in the maximum allowed lot coverage from 30% to 35%
4. Required lot depth from 125 feet to 99 feet

which the Governing Body approved.

The Planning Commission also approved the Preliminary Plat on March 3, 2015 and authorized preparation of the Final Plat subject to the approval of the rezoning and



Preliminary Development Plan by the Governing Body and subject to the following conditions:

1. Dedicate an additional 10 feet of right-of-way for the south side of 75<sup>th</sup> Street.  
**The 10-foot dedication is shown on the Final Plat.**
2. Revise the side yard setbacks to conform to the Preliminary Development Plan.  
**The Governing Body approved the 20-foot rear yard setback which is shown on the Final Plat.**
3. Identify those trees that will be removed and protect the trees on the east and west property lines.  
**The applicant plans to preserve the major trees on the east and west property lines, but all the internal trees will be removed.**
4. Submit any covenants that will be filed to guarantee the maintenance of the private roadway, the stormwater detention area and any other private improvements on the property with the Final Plat.  
**The applicant has submitted covenants that are being reviewed by Staff.**
5. Resolve all issues with Public Works regarding stormwater management.  
**The applicant has met with Public Works and is working out the design details for the construction drawings.**
6. Design the private drive to City standards and submit the plans and specifications to Public Works for review and approval with the Final Plat.  
**Construction documents have been submitted to Public Works.**
7. If gas service will be provided, indicate a gas line easement on the Final Plat.  
**The applicant will provide a private easement for gas service.**
8. That the rear yard setback be 25 feet.  
**This condition no longer applies.**

Mr. Williamson noted that prior to the recording of the Final Plat, it will be necessary for the property owner to either construct all the proposed improvements or provide a financial guarantee to the City that the proposed improvements will be constructed. The applicant has expressed a preference to construct all the improvements prior to recording the Final Plat. It is the responsibility of the City to ensure that all improvements are made and the lots are buildable when the Final Plat is recorded.

Larry Levy moved the Planning Commission approve the Final Plat of Chadwick Court and forward it on to the Governing Body for its acceptance of the rights-of-way and easements, subject to the following conditions:

1. That the applicant show easements for water, sewer and gas on the Final Plat, subject to approval of Staff. The Final Plat will not be released for recording until such time as the easements are shown on the plat.

2. That the applicant construct and install all proposed improvements prior to the recording of the Final Plat. The Mayor and City Clerk shall not sign the Final Plat and the City will not release the Final Plat for recording until all improvements are installed, subject to the approval of Public Works.
3. That the applicant submit three (3) copies of the revised Final Plat to Staff for final review and approval.
4. That the applicant revise the Declaration of Conditions and Covenants, and the Declaration of Restrictions as recommended by Staff and submit three (3) revised copies to the City for the record.
5. That the applicant submit a receipt showing all taxes due and payable have been paid.

The motion was seconded by Randy Kronblad and passed unanimously.

### **PC2015-106 Request for Approval of Monument Sign for Shawnee Mission East 7500 Mission Road**

Connie Lauer with ACI Boland, 1421 East 104<sup>th</sup> Street, representing the Shawnee Mission School District presented the proposed sign. She noted all schools will be using the same sign design.

The proposed sign will be double-faced and parallel to Mission Road south of 75<sup>th</sup> Street. The existing sign is placed diagonally at the intersection. The zoning ordinance requires monument signs to setback a minimum of 12 feet from the back of curb and be located on private land. The monument sign is approximately 35 feet from Mission Road and 70 feet from 75<sup>th</sup> Street. The brick base will be similar to the brick on the building. The sign portion will be of the same design as the other signage proposed for the campus. The sign will have back-lit lighting inside the cabinet. The sign is five feet in height.

The ordinance permits a maximum of 20 square feet of sign per each face and the proposed sign complies with that requirement for the east and west faces. The applicant also proposes a 4-foot x 4-foot school logo on the north and south ends.

Ron Williamson noted the ordinance requires a minimum three-foot landscape area on all sides of the sign and that a landscape plan be submitted for approval. A landscape plan has not been submitted and it is recommended that it be submitted for Staff review and approval when the permit is requested.

Nancy Vennard noted the current sign lists activities and confirmed the proposed signage will not provide for activity listing.

Randy Kronblad confirmed that the sign was internally lit. Ms Lauer noted that only the center pieces of the sign are lit. The end pieces with the school logo are not lit.

Larry Levy moved the Planning Commission approve the proposed monument sign for Shawnee Mission High School as shown on the plan dated 1/2/2015 subject to the following conditions:

1. That the existing sign be removed when the new one is installed.
2. That the brick base be similar to the brick of the existing building.
3. That the applicant submit a landscape plan for review and approval by Staff when a permit is requested for the sign.
4. That the sign be located approximately 35 feet from the curb on Mission Road and 70 feet from the curb on 75<sup>th</sup> Street.

The motion was seconded by Gregory Wolf and passed unanimously.

## **OTHER BUSINESS**

### **Next Meeting**

The June Planning Commission agenda will include the request for rezoning of the property to the south of Panda Express to CP-1 (Planned Restricted Commercial District) with a Conditional Use Permit for a drive-thru window. The BZA application that will be considered will also need approval of a Building Line Modification from the Commission.

Gregory Wolf asked about the status of the property on the east corner of 75<sup>th</sup> and Mission Road. Mr. Williamson responded it is vacant and waiting for a new owner before anything can be done, including the demolition of the building.

Nancy Wallerstein asked about the leasing signs at the shopping centers. Terrence Gallagher responded he and the Mayor met with First Washington and were advised that there would only be promotional signage at the centers.

Commissioner Larry Levy told the Commission that he had enjoyed serving with them during the past year.

Wes Jordan provided an update on the process for the selection of a new Planning Consultant. RFQ's have been sent out with responses due on May 15<sup>th</sup>. A joint committee with both City Council and Planning Commission representation will be involved in the selection process. Mayor Wassmer has asked Nancy Wallerstein and Randy Kronblad to represent the Planning Commission on that committee. The timetable for the appointment of a new consultant is mid June with the July meeting being Ron Williamson's final meeting as Planning Consultant.

## **ADJOURNMENT**

With no further business to come before the Commission, Chairman Bob Lindeblad adjourned the meeting at 7:35 p.m.

Bob Lindeblad  
Chairman

**CHADWICK COURT**  
**A REPLAT OF LOT A, SOMERSET HILLS**  
**A SUBDIVISION IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS**  
**A PART OF THE SW 1/4 OF SECTION 22-T12S-R25E**

**PROPERTY DESCRIPTION:** Overall Plat Boundary  
 Containing 117,601.2 Square Feet or 2.7 Acres More or Less

All of Lot A, SOMERSET HILLS, a subdivision in the City of Prairie Village, Johnson County, Kansas, situated in the Southwest Quarter of Section 22, Township 12 South, Range 25 East and being more particularly described as follows:

**BEGINNING** at the Southeast corner of said Lot A, thence South 87°51'59" West along the South line of said Lot A, a distance of 224.28 feet to the Southwest corner thereof; thence North 02°24'49" West along the West line of said Lot A, a distance of 524.40 feet to the Northwest corner thereof; thence North 87°53'31" East along the North line of said Lot A, a distance of 224.28 feet to the Northeast corner of said Lot A; thence South 02°24'49" East along the East line of said Lot A, a distance of 524.30 to the POINT OF BEGINNING.

**DEDICATIONS:**

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as: "CHADWICK COURT"

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth. The undersigned proprietor hereby absolves and agrees to indemnify the City of Prairie Village, Johnson County, Kansas from any expense incident to the relocation of any such existing utility installations within said prior easement.

The undersigned proprietor of the above described land hereby consents and agrees that the Board of County Commissioners of Johnson County, Kansas, and the City of Prairie Village, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or part thereof, for public uses, from the lien and effect of any special assessments, and that the amount of unpaid special assessments on such land dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public way or thoroughfare.

Tract "A" will be owned and maintained by the Chadwick Court Association, Inc. This tract is intended to be used for private/public open space, which includes various amenities and a private street for ingress/egress. Maintenance for such amenities and private street which serve this plat shall be the responsibility of the Chadwick Court Association, Inc.

The Chadwick Court Association, Inc. shall be responsible for maintaining and repairing the storm drainage improvements and the storm water detention facilities (located at the north end of Tract "A"), and shall establish annually the cost for maintenance and repairs, which shall be shared equally by all homeowners through Chadwick Court assessments. The association shall have the storm water system inspected annually and shall furnish a certification on or before May 1 of each year (by a professional engineer licensed in the State of Kansas) to the Director of Public Works, verifying that the detention facilities and all storm water lines and related improvements are fully functional as approved by the City as part of the Storm Water Management Plan and the Permit.

Building Lines (B/L) or Setback Lines are hereby established as shown on the accompanying plat. No building or portion thereof shall be constructed between this line and the associated lot line.

IN TESTIMONY WHEREOF The M. Suzanne Mogren Trust, Originally Dated November 27, 1989 has caused these presents to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BY: M. Suzanne Mogren  
 Trustee of the M. Suzanne Mogren Trust, Originally Dated November 27, 1989

**ACKNOWLEDGMENT**

STATE OF KANSAS )  
 ) SS  
 COUNTY OF JOHNSON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public, in and for said State personally appeared M. Suzanne Mogren, Trustee, under the aforesaid Trust, known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My Commission Expires \_\_\_\_\_ Notary Public

**APPROVALS:**

Approved by the Planning Commission of the City of Prairie Village, Johnson County, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Mark Muller, Vice Chairman Joyce Hagen Mundy, Secretary

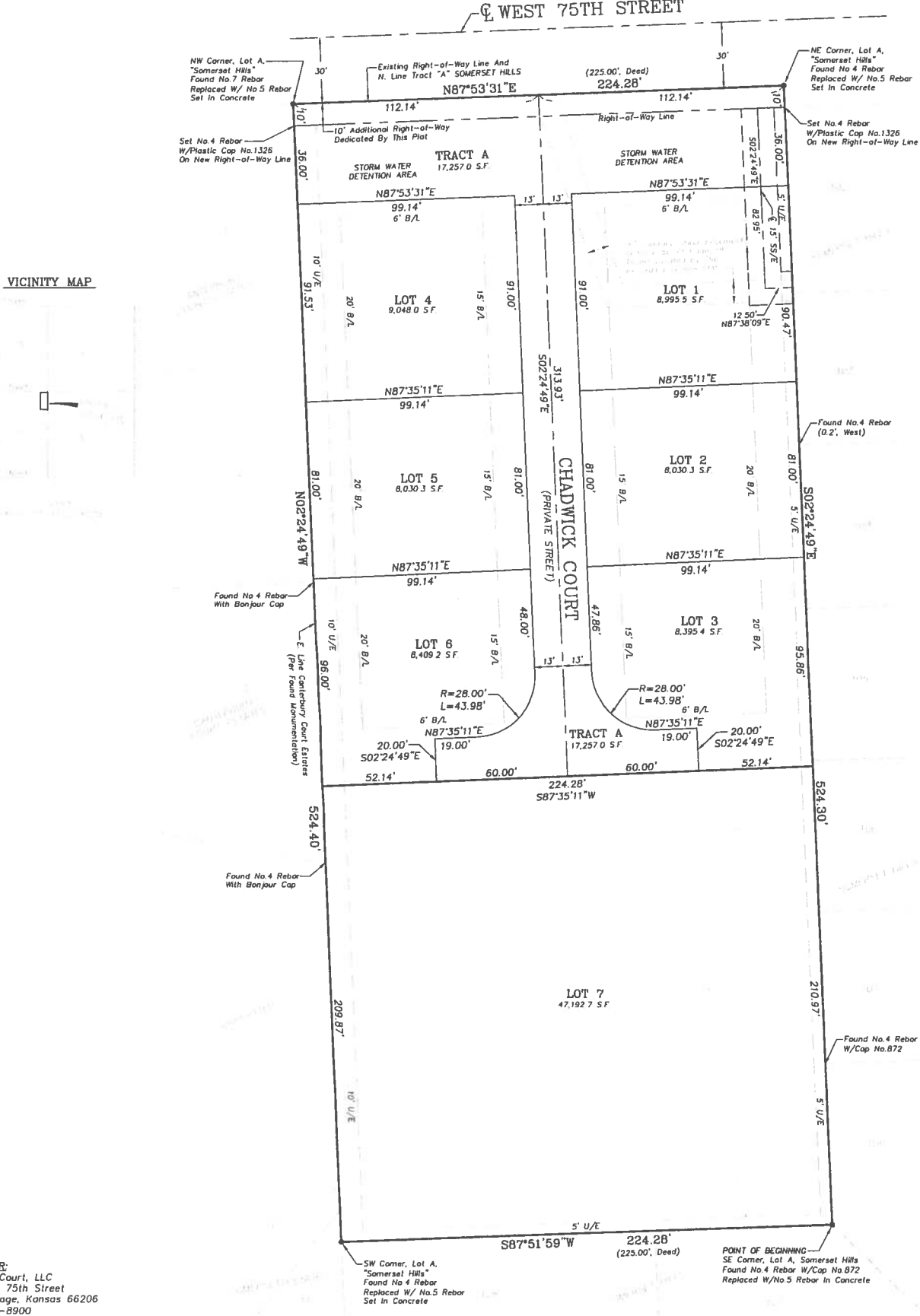
Lands dedicated for public purposes accepted by the Governing Body of the City of Prairie Village, Johnson County, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Ronald L. Shaffer, Mayor Joyce Hagen Mundy, City Clerk

**CERTIFICATION:**

I hereby certify that a subdivision plat of "CHADWICK COURT" was made by me, or under my direct supervision, on the ground of the premises herein described, and the results of said survey are represented hereon and all permanent markers are set. I further certify that I have complied with all statutes, ordinances and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief.

Jeffrey B. Lovelace, Kansas PLS-1326  
 Field Work Completed: March, 2014



**SUBDIVIDER:**  
 Chadwick Court, LLC  
 3101 West 75th Street  
 Prairie Village, Kansas 66206  
 (913) 231-8900

**MONUMENTATION:**

- = Set No.5 X 24" rebar with aluminum cap numbered 1326 in concrete at plat corners unless noted otherwise hereon.
- No.4 X 24" rebar with plastic caps numbered 1326 will be set at all rear lot corners upon completion of improvements.
- Chisled plus "+" cuts will be set in the gutter of concrete curb on the prolongation of each side lot line upon completion of improvements.

**SURVEYORS NOTES:**

1. Property information shown hereon (record property descriptions, easements, etc.) was provided by First United Title Agency, LLC per Informational Report, File No.17801, Dated July 29, 2013 at 8.00A.M..
2. Bearings shown hereon are grid bearings based on the Kansas State Plane Coordinate System of 1983 (NAD-83) North Zone.
3. Record sources for this survey include the following:
  - a) Kansas Special Warranty Deed Document No. 3528704, Book 8436, Page 917
  - b) The subdivision plat of "Somerset Hills"
  - c) The subdivision plat of "Somerset Estates"
  - e) The subdivision plat of "Canterbury Court Estates"

**PLAT LEGEND:**

- Ⓢ Denotes Centerline
- B/L Denotes Building Setback Line
- U/E Denotes Utility Easement
- S.F. Denotes Square Feet
- L Denotes Arc Length
- R Denotes Radius Size
- SS/E Denotes Sanitary Sewer Easement

**LAND AREA CALCULATIONS:**

- Lot 1 = 8,995.5 Square Feet
- Lot 2 = 8,030.3 Square Feet
- Lot 3 = 8,395.4 Square Feet
- Lot 4 = 9,048.0 Square Feet
- Lot 5 = 8,030.3 Square Feet
- Lot 6 = 8,409.2 Square Feet
- Lot 7 = 47,192.7 Square Feet
- Tract A = 17,257.0 Square Feet
- Additional R/W = 2,242.8 Square Feet
- Total Area = 117,601.2 Square Feet

**LOVELACE & ASSOCIATES**  
 Land Surveying - Land Planning  
 929 SE 3rd Street Lee's Summit, Missouri 64063  
 Phone: (816) 347-9977 Fax: (816) 347-9979

Project No: 13256  
 Drawn By: JWS/JBL  
 Checked By: JBL  
 Date: 03-13-2014  
 Scale: 1" = 30'  
 File Name: 13256  
 Certificate of Authority: Missouri - 2002026538  
 Kansas - LS-154

**Subdivision Plat**  
**CHADWICK COURT**  
**PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS**

PREPARED FOR: CHADWICK COURT, LLC  
 3101 WEST 75TH STREET  
 PRAIRIE VILLAGE, KANSAS 66206

DATE	NUMBER	REVISION	BY:	APPROVED

P R A I R I E  
V I L L A G E  
A R T S  
C O U N C I L

The Prairie Village Arts Grant from the PVAC through The Prairie Village Foundation Fund is an investment in the community of Prairie Village through the enrichment of various art projects. These project must take place within the boundaries of the city. They may consist of exhibits, performance, or educational projects. Grants range from \$100.00 up to \$1000.00 and are awarded three times a year.

Interested parties will submit a letter of inquiry describing the project, it's goals and it's requirements to PVAC. After reviewing the letters of inquiry the PVAC will invite the artist or group of those projects of interest to make a formal presentation to funding committee. The funding committee will be the final judge for awards. This committee will consist of one PVAC council member, one local arts expert, and one invited PV resident.

Grants will be awarded in three groups a year, with a total of \$1000.00 given out in January, May, and September. All letters will be submitted through Cafe' then processed through funding committee.



**Involving and inspiring all young artist of our community in the future of the arts.**  
A Young Artist Juried Event, Friday May 13<sup>th</sup>

**Mission Statement:**

Prairie Village Arts Council, through this event seeks to  
**To involve, inspire and support young artist in continuing interest in the arts.**

**Vision Statement:** *(in italics as it is manifested by the Mission Statement):*

**To involve,**

*(Quality marketing to metro area community engages in the event and its activities and by promoting children's and their families to participate in this event)*

**inspire**

*(Community comes, views, interprets and participates in the voice of the young artists of today: children ages 6-18 of any ethnicity, cultural background, socio-economic level, school district, Religious Diocese, home schooled)*

**and support**

*(Through talent exposure, recognition, awards, and art activities)*

**young artists**

*(Event catering to young families, elementary aged children, high schoolers, senior citizens, business owners, grandparents)*

*(Quality marketing to the metropolitan area with a primary focus on Prairie Village area)*

**in the future of arts.**

*(Building on our community's knowledge of the influence of young artistic voices on art in the future, and by involving youth in this process so as to build their awareness of a future of visual arts in their community).*

**This event would be just a simple variation on the Council's monthly Art Exhibition.**

- [ In place of our April exhibition, on the 13<sup>th</sup>, 2016, at the typical 6:30 and ending at 8:30.
- [ All artists will submit their art and forms via the "Café" Computer program which will be monitored by Dan Anderson, so very little help from city staff workers will be needed.
- [ The exhibition artwork chosen by the council and judged by an appointed respected artist.
- [ Awards Sponsorship (No monetary awards, only scholarships and art supplies) will be raised the same as will be determined by the October 2016 "State of the Arts."
- [ The event might have a larger reception that would extend into the Council Chambers and possibly the PV Meeting Room. ALL clean-up will be the done by of the Arts Council. NO city staff members should be needed for this.
- [ A city staff representation will be present to handle any art sales, as is usually the case at the monthly exhibits.
- [ A minimal array of food will be offered, such as water and simple finger foods to be planned, setup and cleaned by the Arts Council.
- [ Arts Council will be required to attend and maintain the event without much help from city employees. and simple low-maintenance "Make and take" art project for the children' enjoyment and inspiration.

*For a copy of the complete description of "Future of the Arts", email Council member and head of the event, Julie Flanagan, [MissJulie@ARTrageousKC.com](mailto:MissJulie@ARTrageousKC.com)*

**MAYOR'S ANNOUNCEMENTS**

**May 18, 2015**

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

Environment/Recycle Committee	05/27/2015	5:30 p.m.
VillageFest Committee	05/28/2015	5:30 p.m.
Council Committee of the Whole	06/01/2015	6:00 p.m.
City Council	06/01/2015	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present an Acrylic on canvas exhibit by Stacy Krieg in the R. G. Endres Gallery during the month of May.

Recreation sales have begun. The pool opens on Saturday, May 23<sup>rd</sup> at 11 a.m.

**INFORMATIONAL ITEMS**  
**May 18, 2015**

1. Board of Zoning Appeals Minutes - January 6, 2015
2. Planning Commission Minutes - April 7, 2015
3. JazzFest Minutes - April 9, 2015
4. Sister City Minutes - April 13, 2015
5. Arts Council Minutes - April 15, 2015
6. Council Committee of the Whole Minutes - May 4, 2015
7. Mark Your Calendar



**BOARD OF ZONING APPEALS  
CITY OF PRAIRIE VILLAGE, KANSAS  
AGENDA  
January 6, 2015  
6:30 P.M.**

**I. ROLL CALL**

**II. APPROVAL OF MINUTES - December 2, 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 porte cochère  
5115 West 81<sup>st</sup> Street  
Zoning: R-1a Single Family Residential District  
Applicant: Gerald Mancuso & Dr. Jana Goldsich**

**BZA2014-07 Request for a Variance from Section 19.06.035 "Rear Yard" for a  
reduction from the 25' setback to 17'  
3905 Delmar Drive  
Zoning: R-1a Single Family Residential District  
Applicant: Gregory Shondell**

**BZA2015-01 Request for a Variance from Section 19.06.035 "Rear Yard" for a  
reduction from the 25' setback to 11'  
5107 West 66<sup>th</sup> Terrace  
Zoning: R-1a Single Family Residential District  
Applicant: Gary Mayerle; Boyle & Mayerle Architect for Cybele  
Kanin**

**IV. OTHER BUSINESS**

**V. OLD BUSINESS**

**VI. ADJOURNMENT**

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

**BOARD OF ZONING APPEALS  
CITY OF PRAIRIE VILLAGE, KANSAS  
MINUTES  
TUESDAY, JANUARY 6, 2015**

**ROLL CALL**

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, January 6, 2015 in the Council Chambers of the Municipal Building at 7700 Mission Road. Chairman Randy Kronblad called the meeting to order at 6:30 p.m. with the following members present: Bob Lindeblad, James Breneman, Nancy Vennard, Nancy Wallerstein and Larry Levy. Also present in their advisory capacity to the Board of Zoning Appeals were: Ron Williamson, Planning Consultant; Kate Gunja, Assistant City Administrator; Mitch Dringman, City Building Official; Terrence Gallagher, Council Liaison and Joyce Hagen Mundy, Board Secretary.

**APPROVAL OF MINUTES**

Bob Lindeblad moved the moved the minutes of the December 2, 2014 meeting of the Board of Zoning Appeals be approved as written. The motion was seconded by Jim Breneman Lindeblad and passed by a vote of 4 to 0 with Randy Kronblad abstaining.

**BZA2014-04 Request for a Variance from P.V.M.C. 19.44.020(C4) "Yard  
Exceptions" to increase the projection of the porte cochère  
5115 West 81<sup>st</sup> Street**

Bob Lindeblad stated that based on the comments directed at him by the applicant at previous meetings he does not believe he can be impartial regarding this application, recused himself and left the room.

Chairman Randy Kronblad noted this was a continued application with new plans submitted in December. At the October 7<sup>th</sup> meeting, the Board had found favorably on Criteria A "Uniqueness" and Criteria B "Adjacent Property".

Ron Williamson reviewed the revised plans noting that the depth of the porch increased from 6.5 feet to 8 feet. The distance from the house to the outside of the column on the north side of the driveway decreased from 21 feet to 17 feet when scaled on the drawing. The proposed driveway is now 11 feet in width between the columns compared to 17' 4" on the initial submission.

According to the Plot Plan submitted by the applicant, the house sets back 73 feet from 81<sup>st</sup> Street. The calculated setback for this house is 72 feet. The dimension from the house to the outside of the column base is 17 feet. Since the house sets back one foot further than the required setback, the porte cochère can extend 13 feet from the front of the house according to the ordinance. Based on the information submitted, the requested variance to extend into the front yard is 4 feet.

Mr. Williamson noted the dimensions of Sheet 3 Partial Right Elevation do not agree with those on Sheet 2. The distance between the column bases on Sheet 2 is approximately 11 feet, while the distance on Sheet 3 is 15' 6". It is recommended that Sheet 2 be used by the Board in making its decision.

The City Staff measured the height of the porch and it is approximately 21", which is three steps.

Nancy Vennard noted in driving by the property the porch is finished with a roof and asked the applicant if the variance was still being sought. Mr. Mancuso stated that if the variance is granted the roof will be removed and the porte cochere will be constructed.

Chairman Randy Kronblad led the Board in review of the remaining conditions.

### **C. Hardship**

**That the strict application of the provisions of these regulations from which a variance is requested will constitute an unnecessary hardship upon the property owner represented in the application.**

The applicant has pointed out in his statement that he has a disability and the porte cochère would provide protected access for him to enter the house during inclement weather. It should be noted that a garage bay is being added on the west side of the house that would provide protection during inclement weather. The driveway is already in place and the granting of the variance would eliminate the need to remove and rebuild it.

Nancy Wallerstein moved the Board find favorably on the on condition of unnecessary hardship. The motion was seconded by Larry Levy and passed unanimously.

### **D. Public Interest**

**That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.**

The variance is only being requested for the porte cochère and it would setback approximately 56 feet from the street and therefore it will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare.

Nancy Wallerstein moved the Board find favorably on the criteria for Public Interest. The motion was seconded by Nancy Vennard and passed unanimously.

### **E. Spirit and Intent of the Regulation**

**That the granting of the variance desired would not be opposed to the general spirit and intent of these regulations.**

The intent of this section of the ordinance is to preserve the character of an area that has been developed with a greater setback than normal. The calculated setback in this instance is 72 feet and the projection of the porte cochère, 4 feet into the setback, will not be opposed to the general spirit and intent of the zoning ordinance. Lot coverage for the existing house is 4.3% and with the proposed addition will be 6.7%, which is well within the 30% maximum lot coverage allowed by ordinance.

Nancy Wallerstein moved that the Board find favorably on the criteria for Spirit and Intent of the Regulation. The motion was seconded by Nancy Vennard and passed unanimously.

Nancy Wallerstein moved that since all of the conditions have been met, the Board grant a variance as depicted on Sheet 2 for the minimal distance necessary for the porte cochère which is a projection of 4 feet into the setback with 11 feet between columns. The motion was seconded by Nancy Vennard and passed unanimously.

Bob Lindeblad returned to the meeting.

**BZA2014-07 Request for a Variance from Section 19.06.035 "Rear Yard" for a reduction from the 25' setback to 17.4' 3905 Delmar Drive**

Gregory Shondell, 3905 Delmar Drive, stated he has revised his plans per the direction of the Board at its December meeting and is now requesting a variance of 17' which is the encroachment of the existing house.

Randy Kronblad led the Board in consideration of the essential criteria for the approval of a variance:

**A. Uniqueness**

**That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant. In order for the property to meet the condition of uniqueness, it must have some peculiar physical surroundings, shape, or topographical condition that would result in a practical difficulty as distinguished from a mere inconvenience to utilize the property without granting the variance.**

The lot is not irregular in shape, but the house was located an additional 10 feet back from the street which limits the expansion area. It should also be noted that the house is on a slab foundation so an office/bedroom cannot be put in the basement.

Larry Levy noted the elevation of this lot is unusually high. Nancy Wallerstein moved that the Board find that the variance does arise from a condition unique to this property. The motion was seconded by Nancy Vennard and passed unanimously.

**B. Adjacent Property**

**That the granting of the permit for the variance would not adversely affect the rights of adjacent property owners or residents.**

The existing house sets back approximately 17.5 feet from the rear property line, which is in violation of the 25-foot rear yard setback required by the Zoning Ordinance. It is a non-conforming building, and should not be enlarged. It was pointed out that this portion of the Homestead Country Club is being proposed for single-family lots which would abut this lot. Therefore, this proposed expansion could adversely affect the rights of adjacent property. The property to the east would not be affected because the garage

is located on that side and the house sets at an angle. The lot to the west would not be affected.

Bob Lindeblad moved that the Board find the variance would not adversely affect the rights of the adjacent property owners. The motion was seconded by Larry Levy and passed unanimously.

**C. Hardship**

**That the strict application of the provisions of these regulations from which a variance is requested will constitute an unnecessary hardship upon the property owner represented in the application.**

The way the house is laid out on the site, and the fact that it is built on a slab foundation, makes it difficult to expand. The house also has an unusual configuration; however, it appears that expansion to the front of the garage may be an opportunity.

Larry Levy moved that the Board finds the condition of unnecessary hardship upon the property owner to exist. The motion was seconded by Jim Breneman and passed unanimously.

**D. Public Interest**

**That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.**

The proposed variance would not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.

Bob Lindeblad moved the Board find favorably on the criteria for Public Interest. The motion was seconded by Jim Breneman and passed unanimously.

**E. Spirit and Intent of the Regulation**

**That the granting of the variance desired would not be opposed to the general spirit and intent of these regulations.**

The applicant is requesting a variance of the rear yard setback to reduce it from 25 feet to 17.5 feet. This is the same as the setback on the existing non-conforming house.

Bob Lindeblad stated that in reducing the rear yard setback no further than the existing non-conforming encroachment he feels the spirit and intent of the regulations is met.

Larry Levy moved that the Board find that the granting of the variance would be not be opposed to the general spirit and intent of these regulations. The motion was seconded by Jim Breneman and passed unanimously.

Bob Lindeblad moved that since the Board found favorably on all the criteria for a variance that it grant the requested variance for only that portion of the building proposed to be enlarged as shown on the plans dated December 12, 2014. The motion was seconded by Jim Breneman and passed unanimously.

**BZA2015-01 Request for a Variance from Section 19.06.035 "Rear Yard" for a reduction from the 25 feet setback to 11 feet  
3905 Delmar Drive**

Gary Mayerle, with Boyle & Mayerle Architects, presented the application on behalf of the homeowner Cybele Kanin. The applicant is proposing to add 8.5 feet on the west side of the existing house and approximately 6 feet on the west 19.5 feet of the southwest corner of the house. Currently the existing house is approximately 28 feet from the house to the west and the ordinance requires a separation of 14 feet and a minimum side yard of 5 feet. The applicant meets this requirement.

The problem occurs on the south property line. The existing house appears to be approximately 16 feet from the rear property line where the expansion is proposed and approximately 21 feet for a portion of the house to the east. Cybele Kanin distributed photos depicting the distance between homes.

Mr. Mayerle noted the ranch style home, built on a slab, approximately 1,543 sq. ft. plus a 240-sq. ft. garage were built in 1953. A portion of the existing house is in violation of the rear yard setback.

It should also be pointed out that this property is located within the Countryside East Overlay District which has guidelines that override the normal requirements in the Zoning District. One of those requirements is that the side yard for the dwelling shall be 12.5% of the width of the property at the front property line. The property is 85 feet wide and 12.5% is 10.6 feet. The proposed addition on the west side does not meet that requirement. However, Mr. Mayerle stated a hearing was held on December 18<sup>th</sup> and approval was granted by the appeals board.

Randy Kronblad led the Board in consideration of the following five criteria for approval:

**A. Uniqueness**

**That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant.**

**In order for the property to meet the condition of uniqueness, it must have some peculiar physical surroundings, shape, or topographical condition that would result in a practical difficulty as distinguished from a mere inconvenience to utilize the property without granting the variance.**

The lot is unique in shape. It is a trapezoid with a large notch out of the southwest corner which limits the building envelope. There also is a 10-foot utility easement along the south lot line and through the middle of the east portion of the lot that further limits expansion.

Bob Lindeblad noted the unique shape of the lot and location of utility easements meet the criteria for uniqueness and moved the Board find favorably on Criteria A "Uniqueness". The motion was seconded by Larry Levy and passed unanimously.

**B. Adjacent Property**

**That the granting of the permit for the variance would not adversely affect the rights of adjacent property owners or residents.**

The proposed addition would not affect either the house to the east or the one to the west. The lot to the south which would be most affected is over 220 feet deep and the rear of the house is approximately 60 feet from the rear property line; therefore, the proposed addition should not affect that property.

Larry Levy moved the Board find favorably on Criteria B “Adjacent Property”. The motion was seconded by Nancy Wallerstein and passed unanimously.

**C. Hardship**

**That the strict application of the provisions of these regulations from which a variance is requested will constitute an unnecessary hardship upon the property owner represented in the application.**

Because of the configuration of the lot, it is difficult to expand the floor plan of the dwelling and meet the setback requirements. The house was built in the fifties and updates need to occur to meet the needs of today’s family, as well as the housing market.

Larry Levy moved the Board find favorably on Criteria C “Hardship”. The motion was seconded by Jim Breneman and passed unanimously.

**D. Public Interest**

**That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.**

The proposed variance would not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.

Bob Lindeblad moved the Board find favorably on Criteria D “Public Interest”. The motion was seconded by Nancy Wallerstein and passed unanimously.

**E. Spirit and Intent of the Regulation**

**That the granting of the variance desired would not be opposed to the general spirit and intent of these regulations.**

The proposed variance would not be opposed to the general spirit and intent of these regulations. The rear yard setback is met on the east 60 feet of the lot.

Larry Levy moved the Board find favorably on Criteria E “Spirit and Intent of the Regulation”. The motion was seconded by Jim Breneman and passed unanimously.

Bob Lindeblad moved that since the Board found favorably on the criteria as required by State Statutes, BZA2015-01 granting the requested variance be approved subject to the following conditions:

1. A variance be granted from 25 feet to 11 feet for the proposed addition, as shown on the Site Plan; and
2. A variance be granted for the existing house that is in violation of the rear yard setback, as shown on the Site Plan.

The motion was seconded by Jim Breneman and passed unanimously.

**OTHER BUSINESS**

The Board Secretary stated that no new applications have been filed and the Board will not meet in February.

**ADJOURNMENT**

Chairman Randy Kronblad adjourned the meeting of the Board of Zoning Appeals at 6:55 p.m.

Randy Kronblad  
Chairman



**PLANNING COMMISSION MINUTES**  
**April 7, 2015**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, April 7, 2015, 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: Nancy Vennard, Gregory Wolf, Larry Levy, James Breneman and Randy Kronblad.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, City Planning Consultant; Wes Jordan, Assistant City Administrator; Mitch Dringman, Building Official and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

**APPROVAL OF MINUTES**

The following changes were made to the minutes: Page 4 paragraph 4 the word “since” was deleted; Page 6 paragraph 6 the duplicated words “accounting for the” were deleted and Page 14 the first sentence was changed to read “One sign may be permitted per facade with no requirement that the tenant has a direct outside entrance or that the sign be adjacent to its space.” Randy Kronblad moved the approval of the regular minutes of Planning Commission for March 3, 2015 as corrected. The motion was seconded by Larry Levy and passed by a vote of 6 to 0.

**PUBLIC HEARINGS**

**PC2015-04 Request for Renewal of Special Use Permit for Wireless Communication Facility  
3921 West 63<sup>rd</sup> Street**

Curtis Holland, with Polsinelli Law Firm at 6201 College Blvd., addressed the Commission on behalf of Verizon Wireless. Mr. Holland introduced Fire District #2 Chief Tony Lopez and Battalion Chief Doug Yonke; several representatives from Sprint and Trevor Wood and Mike Owens from Selective Site Consultants. Mr. Holland provided a brief history on the existing wireless facility owned by the Fire District located at 3921 West 63<sup>rd</sup> Street that was issued its initial Special Use Permit five years ago after extensive searches by several communication providers for an appropriate and acceptable location for their equipment. Currently located on the tower are Verizon Wireless and AT&T.

This is a request to renew the Special Use Permit for the monopole and equipment compound located at Consolidated Fire District #2 Station at Mission Road and 63<sup>rd</sup> Street. The original application was made by Verizon Wireless who constructed the monopole and equipment compound. Upon completion of the construction, the facility was deeded to Consolidated Fire District #2 who is now the owner.

At its regular meeting on May 4, 2010 the Planning Commission found the findings of fact to be favorable and recommended approval of the monopole and equipment compound subject to 21 conditions and subsequently approved the Site Plan. The Governing Body approved the recommendation of the Planning Commission on June 7, 2010.

The first condition established the initial permit be for a maximum duration of five years. At the end of the five year period, the permittee shall resubmit the application and shall demonstrate to the satisfaction of the Planning Commission and the City Council that a good faith effort has been made to cooperate with other providers to establish co-location at the tower site, that a need still exists for the tower, and that all the conditions of approval have been met. The Special Use Permit may then be extended for an additional ten years by the City Council and the permittee shall resubmit after each ten year reapproval. The process for considering a resubmittal shall be the same as for the initial application.

Mr. Holland noted that staff is recommending a permit length of three years. He understands the staff position, but respectfully requested that the tower facility and the current providers located on the tower be issued a permit for ten years with the Sprint application be granted a temporary permit for three years matching the agreement that it has with the Fire District.

Trevor Wood, with Selective Site Consultants, 9900 West 109<sup>th</sup> Street, representing Sprint, noted that initially it had intended to file a separate independent application to locate on the tower, but was advised by staff to file a single application for the wireless facility permit. Sprint has conducted a multi-year search of a site that would allow them to improve their service coverage in this area. The propagation studies submitted clearly reflect that Sprint is currently providing inadequate coverage for this area

Therefore, Sprint is requesting a three-year temporary permit to install antennas on the exterior of the tower. The existing canisters on the tower are not technically able to be used because the interior of the tower is at capacity and there is not enough space in the tower to accommodate the Sprint antennas and equipment. The Sprint antennas will be mounted on the exterior of the monopole and will be encased in a shroud. The shroud will be approximately 63" wide and 90" long. The monopole is approximately 29" wide at this point so the shroud will extend approximately 17" beyond the monopole. The equipment boxes supporting the Sprint installation would be located in the existing equipment compound. Sprint is requesting the temporary use for a period not to exceed three years in order for them to explore other alternatives to providing service to this area. If this request is approved for the three-year period they can install quickly and be providing service to customers within a few months.

Mr. Wood noted a permanent solution may require the replacement of this monopole with a larger, not taller one, the addition of a second tower or perhaps an alternative tower structure which may be a "monopine," a man-made tree. The application approval and the actual construction of the proposed facility take a considerable amount of time.

The five-year renewal period as set out in Condition #1 will expire June 7, 2015 and the applicant is requesting a ten-year renewal. When the monopole was approved, it had six canisters for antennas at elevations 145 feet, 135 feet, 125 feet, 115 feet, 105 feet and 95 feet. Verizon took the top two. AT&T took elevations 125 feet, 115 feet and 95 feet; and T-Mobile took elevation 105 feet, but did not install its antennas. Condition #12 approved the tower for Verizon and two additional carriers. Sprint is requesting co-location on the tower and would be the fourth carrier and this condition would need to be modified to accommodate them. Sprint's technical analysis the 105-foot elevation is not useable because the pole is at capacity and Sprint's antennas and equipment cannot physically fit within the tower. Therefore, Sprint is requesting approval to install its antennas and RRUs on the outside of the monopole, but enclosed within a shroud, for a maximum period of three years while it finds a permanent solution to serve the area. The equipment proposed by Sprint will be located within the existing equipment compound.

Randy Kronblad asked Mr. Holland if the 105 ft. canister would be able to be used by any provider. Mr. Holland responded that it would be very challenging because of the limited space within the monopole. Mr. Holland added finding appropriate wireless communication facilities has been a long-term problem in Prairie Village that needs to be addressed with a permanent structure that will allow for multiple providers due to the limitations of stealth structures. There is a current need for another tower at this location and this has been discussed with the Fire District Board.

Ron Williamson noted that a site plan for T-Mobile was approved by the Planning Commission in 2011 to locate at the 105' location, but they did not install the antennae and supporting equipment.

Bob Lindeblad stated that the initial approval was granted with the understanding that the facility would provide for three carriers all within the confines of the monopole. Mr. Holland agreed the tower was to be able to handle three carriers. Trevor Wood noted Sprint's design would work if there were two canisters, but not with the current availability of only one canister.

Bob Lindeblad expressed concern that the neighborhood letter did not clearly indicate that the antenna would be on the outside of the monopole. He does not support two monopoles at this location.

Trevor Wood stressed that Sprint has no intention of leaving the antenna on the outside for any longer than they need to and are asking for a maximum of three years. They are currently working on alternative design options.

Mr. Lindeblad asked if the Commission could approve a ten year permit for the existing carriers and a three year permit for Sprint. Mr. Williamson responded that staff felt the City would have more control if it were approved in its entirety for three years. Sprint would need to have an alternative operable within that time.

Since this wireless facility was approved in 2010, there have been several changes. Locally, case law has determined that Special Use Permits should be treated the same as rezoning and therefore the Golden Factors must be considered. Also, there is a protest petition process for Special Use Permits. At the Federal level, FCC has adopted new rules to process applications faster and more efficiently. However, these rules will not actually be effective until April 8, 2015 and some sections will not be effective until a later date.

The proposed FCC rules do not apply to an existing wireless facility that will result in substantial change to the facility. Substantial change is defined in the proposed rules and it is the opinion of Staff that it would fall under Section v. which reads as follows:

v. It would defeat the concealment elements of the eligible support structure;

The existing monopole has all the antennas concealed within the pole, in terms of timing, the new rules require an application which is not a substantial change to be acted on within 60 days of the filing date or it is automatically approved. The applicant and the City can agree to a longer time period.

Ron Williamson reviewed the initial approval given for this facility and conditions of approval which were included in the staff report to the Commission.

The applicant held a public information meeting for the neighborhood for the original application on December 21, 2009. Approximately 10 people attended and several indicated opposition. The neighbors asked a number of questions regarding the application but none specifically addressed the new location and new height.

The applicant held a public information meeting for the neighborhood on March 16, 2015 for the proposed renewal of the Special Use Permit and no neighbors appeared.

Chairman Bob Lindeblad opened the public hearing on this application. No one was present to address the Commission and the public hearing was closed at 7:50 p.m.

Larry Levy stated he felt the City had a responsibility to its residents to make available acceptable phone service.

Randy Kronblad asked if Sprint would be able to install its antenna if there were two open canisters. Mr. Wood responded they would if there were two open canisters and a clear pathway through the monopole for wiring, but there is neither. Mr. Kronblad noted the three carrier monopole approved in 2010 is not capable of doing what it was presented to and approved to do. He understands the needs of the carriers and that most carriers are constantly upgrading their sites to meet user demand. This continues to be a problem as no additional sites have been approved since 2010.

Nancy Vennard asked who would be responsible to maintain the structure and landscaping. Mr. Williamson replied it would be the Consolidated Fire District as the owner unless it was addressed in their lease agreement.

Ron Williamson noted the initial structural analysis was completed prior to the shroud being added and it noted over stressing at the base plate and anchor bolts, but within acceptable regulatory standards. A new analysis has been conducted with ratings of 96.9 previously 105.9 and 98 previously 104.9 which is a significant improvement.

Chairman Bob Lindeblad led the Commission in review of the following criteria for approval of Special Use Permits:

**A. The character of the neighborhood.**

The neighborhood is largely residential in character except for the fire station, a church and Indian Hills Middle School that are public uses. These are typical public uses that are found in residential areas.

**B. The zoning and uses of property nearby.**

The property on the north side of the 63<sup>rd</sup> Street is Zoned R-1B and is occupied by single-family residential and a church. The area to the south, east and west is zoned R-1A and is occupied by Indian Hills middle School. The area on the southeast corner of Mission Road and 63<sup>rd</sup> Street is residential and located in the City of Mission Hills. The area on the northeast corner of 63<sup>rd</sup> Street and Mission Road is residential and located in the City of Fairway.

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

All the adjacent property is owned by Shawnee Mission School District and the monopole and equipment compound should have little if any detrimental effect on the school. The wall of the school building that faces this site has no windows and is 110' from the monopole. The monopole is the tallest structure in the area and is visible from all surrounding sides, however, when the trees leaf out the monopole will be screened to some extent and will be less noticeable. The monopole is located behind the fire station approximately 130' south of 63<sup>rd</sup> Street and 160' west of Mission Road. The Governing Body approved setback reductions from the north, east and south property lines in 2010. The neighbors expressed some concerns during construction and when different carriers were installing their antennas, but since that time, there have been no complaints.

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

The existing cell tower provides better communications to the public particularly in-building reception and provides a predictable flow of revenue to the fire district to offset its costs of operation. Because of its location away from both 63<sup>rd</sup> Street and Mission Road, it has little if any negative impact on surrounding residential areas.

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

The new Wireless Communication Facilities ordinance requires that equipment compounds meet the minimum setbacks for principal structures in the district in which it

is located and that towers setback from all property lines a distance equal to the tower height.

The side yard setback in the R-1A District is five feet and it appears that the compound meets that requirement. The rear setback is 25' and the compound sets back approximately 25' from the rear property line.

The tower or monopole sets back approximately 130' from the north property line, 94' from the east property line, and 35' from the south property line and 210' from the west property line. Therefore, it was necessary to grant setback reductions from the north, south and east property lines in order to approve the original Special Use Permit. In approving the reduction or waiver, the Planning Commission and City Council considered the following:

**1. That there are special circumstances or conditions affecting the proposed cell tower installation;**

Location of a cell tower to serve this neighborhood is difficult because of the limited number available sites and the predominance of single-family development in the area. The 150' height has been proposed in order to accommodate three carriers which could reduce the number of towers need to serve the area.

The applicant has submitted a report from an independent engineer addressing the monopole design and fall zone. It states that the monopoles are designed to ANSI, BOCA and ASCE standards and materials are tested to certify their quality. The report further states that monopole structures do not experience or have ever experienced "free fall" type failure due to wind or seismic induced loads. It further states that the monopole could be design to collapse within a fall zone radius of  $\frac{1}{3}$  to  $\frac{1}{2}$  the pole height. It appears that the only building that would be affected if the pole collapsed would be the fire station.

This is a large public use area and is the type of location in which the Planning Commission and Governing Body would prefer towers to locate.

**2. That the setback waiver is necessary for reasonable development of the cell tower installation or the landowners property;**

The Fire District Board determined that this would be the best location for the proposed tower and equipment compound because it would have the least impact on the fire department operation and the aesthetics of their site. There are other locations on the site that could accommodate the facility, but a setback reduction would still be needed. The Fire District property is only 165' deep from 63<sup>rd</sup> Street so any tower over 85' in height would require approval of a setback reduction.

**3. That the granting of the setback waiver will not be detrimental to the public welfare or cause substantial injury to the value of the adjacent property or other property in the vicinity in which the particular property is situated.**

The setback reduction would only affect the Indian Hills Middle School and the closest point of the building to the tower is approximately 110'. There are no single-family residences in close proximity. The single-family dwellings are further protected by the 60' wide right-of-way on Mission Road and 63<sup>rd</sup> Street.

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

The monopole and equipment compound are located behind the fire station away from single-family development and the facility has not adversely affected the welfare or convenience of the public. On the other hand the facility benefits the community by providing better in-building, in-vehicle and street coverage.

**G. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such as the special use will not cause substantial injury to the value of the property in the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will cause substantial injury to the value of property in the immediate neighborhood, consideration shall be given to:**

- a. **The location, size, nature and height of buildings, structures, walls, and fences on the site; and**
- b. **The nature and extent of landscaping and screening on the site.**

The facility is located behind the fire station and the wall enclosing the compound is an extension of the building using brick that matches the existing building. The wall is approximately 10' in height and this is because the elevation drops rapidly (approximately 6') from the building to the south property line.

The design of the wall and its materials are compatible with the existing building. The monopole will be the tallest structure in that area at 150'. The monopole is located in a large public use area and the closest residence to the east is approximately 300' and to the north is approximately 285'.

Additional plants have been added to the south side of the equipment compound to provide additional screening.

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

Off street parking is not necessary for this particular use other than a parking space available for service people to maintain equipment. The parking provided on the site is adequate for this need.

**I. Adequate utility, drainage, and other such necessary facilities have been or will be provided.**

Adequate utilities are available and stormwater management was addressed as a part of the original approval.

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

The facility will require construction equipment to maintain the tower, install or change out antennas, and install equipment cabinets.

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

The antennas and equipment do not have any hazardous or toxic materials, obnoxious odors, or intrusive noises that would affect the general public.

**L. Architectural design and building materials are compatible with such design and materials used in the neighborhood in which the proposed facility is to be built or located.**

The architectural style and materials are typical of those used for utility type electrical poles and towers that are frequently found in urban neighborhoods. This tower is a monopole which has more of the appearance of a flagpole and no antennas are visible from the exterior. The screening wall surrounding the equipment compound at the base of the tower is brick and the brick matches the building on the site. Having the compound attached to the fire station improves the appearance of the site and presents a more compatible and aesthetic design.

**M. City Staff recommendations.**

This location is appropriate for a wireless facility installation and the Special Use Permit should be renewed. It is a large public use site; it is not adjacent to any single-family dwellings and carriers have demonstrated that there is a need in this area to provide better service. Service has been improved in-building, in-vehicle and at the street level. The need for better cell service is being driven by the public demand for service plus the demand for additional services such as data. The provision of wireless service is considered more of a utility more than a luxury and the ideal situation is to integrate the facilities in an area with the least negative impact on the residents. This site seems to accomplish that. There are a number of conditions that need to be attached as a part of the approval or the renewal of the Special Use Permit.

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

The property is developed primarily for a fire station which is an approved use in a residential district. The wireless communications facility is a compatible use with the fire station and is a suitable use of the property.

**O. The length of time of any vacancy of the property.**

The property is developed for a fire station and is not vacant.



**P. Conformance with the Comprehensive Plan.**

Wireless communications are not specifically addressed in Village Vision. However, it falls into two general goal areas; which are maintaining and improving infrastructure and improving communications between the City and its residents.

Mr. Williamson advised the Commission that in order to accommodate the Sprint temporary request, Conditions #1 and #13 will need to be revised. #13 currently reads as follows:

13. The monopole shall be approved for a maximum height of 150' and shall have a hot dipped galvanized finish. All antennas and cables shall be installed internally in the monopole and the design and installation shall meet the standards set out in Section 19.33.035.C. Tower/Antenna Design.

It is recommended that it be reworded as follows:

13. The monopole shall be approved for a maximum height of 150' and shall have a hot dipped galvanized finish. All antennas and cables shall be installed internally in the monopole for permanent installations and the design and installations shall meet the standards set out in Section 19.33.035.C. Tower/Antenna Design. One temporary installation shall be permitted that allows shrouded external antennas for a period not to exceed three years from the date of approval by the Governing Body. At the end of the three-year period, or when a permanent solution is implemented, whichever comes first, all external antennas and the shroud shall be removed and the monopole shall be restored to its original condition. Within six months after the approval of this application by the Governing Body, the applicant must submit an application for a permanent solution.

Since a long-term solution is needed for this location, it is recommended that the Special Use Permit renewal be approved for three years rather than ten as the ordinance allows.

Randy Kronblad moved the Planning Commission finds favorably on the findings of fact and recommend the Governing Body approve the renewal of the Special Use Permit for a wireless communications facility at 3901 West 63<sup>rd</sup> Street subject to the following conditions:

1. The approval of the Special Use Permit renewal shall be for a maximum of three years. Within six months after the approval by the Governing Body, the applicant shall make application for the approval of the permanent solution shall and shall demonstrate to the satisfaction of the Planning Commission and the Governing Body that a good faith effort has been made to cooperate with other providers to establish co-location at the tower site, that a permanent solution for all providers is determined, that a need still exists for the tower, and that all the conditions of approval have been met. The Special Use Permit may then be extended for an additional ten years by the Governing Body and the applicant shall resubmit after each ten year reapproval. The process for considering a resubmittal of the Special Use Permit shall be the same as for the initial application.
2. Any tower, antenna or other facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the owner of such tower, antenna or facility shall remove the same within 90 days after receiving notice from the City. If the tower, antenna or facility is not removed within that 90 days period,

the governing body may order the tower, antenna or facility removed and may authorize the removal of the same at the permittee's expense. Prior to the issuance of the Special Use Permit, the applicant shall submit a bond to the City in an amount adequate to cover the cost of tower removal and the restoration of the site or otherwise guarantee its removal. This bond will be secured for the term of the Special Use Permit plus one additional year. In the event the bond is insufficient and the permittee otherwise fails to cover the expenses of any such removal, the site owner shall be responsible for such expense.

3. The applicant shall have a structural inspection of the tower performed by a licensed professional engineer licensed in the State of Kansas prior to every renewal and submit it as a part of the renewal application and the report shall be submitted to Staff prior to the meeting of the Governing Body.
4. The wireless communication facility, monopole and antennas shall be structurally maintained to a suitable degree of safety and appearance (as determined by the City and any applicable law, statute, ordinance, regulation or standard) and if it is found not to be in compliance with the terms of the Special Use Permit will become null and void within 90 days of notification of noncompliance unless the noncompliance is corrected. If the Special Use Permit becomes null and void, the applicant will remove the facility tower antenna and all appurtenances and restore the site to its original condition.
5. The permittee shall keep the property well maintained including maintenance and replacement of landscape materials; free of leaves, trash and other debris; and either regularly cleaning up bird droppings or installing anti-perch devices that prevent birds from perching on the installation.
6. In the future should the levels of radio frequency radiation emitted be determined to be a threat to human health or safety, the wireless communication facility, tower or antenna shall be rectified or removed as provided for herein. This finding must be either mandated by any applicable law, by federal legislative action, or based upon regulatory guidelines established by the FCC.
7. In order to ensure structural integrity, all wireless communication facilities, towers and antennae shall be constructed and maintained in compliance with all applicable local building codes and the applicable standards for such facilities, towers and antennae that are published by the Electronic Industries Alliance.
8. The installation shall meet or exceed all minimum structural and operational standards and regulations as established by the FCC, FAA, EPA and other applicable federal regulatory agencies. If such standards and regulations are changed, then all facilities, towers, and antennae shall be brought into compliance within six (6) months of the effective date of the new standards and regulations, unless a more stringent compliance schedule is mandated by the controlling federal agency.
9. It shall be the responsibility of any permit holder to promptly resolve any electromagnetic interference problems in accordance with any applicable law or FCC regulation.
10. CFD#2 shall have the ability to enter into leases with other carriers for co-location and CFD#2 shall be responsible for the removal of the communications tower facility in the event that the leaseholder fails to remove it upon abandonment.

11. Information to establish the applicant has obtained all other government approvals and permits to construct and operate communications facilities, including but not limited to approvals by the Kansas Corporation Commission.
12. The Special Use Permit renewal is for three additional carriers. Additional carriers may locate on the tower subject to approval of a Site Plan by the Planning Commission in accordance with Chapter 19.32 Site Plan Approval and an amended Special Use Permit will not be required.
13. The monopole shall be approved for a maximum height of 150' and shall have a hot dipped galvanized finish. All antennas and cables shall be installed internally in the monopole for permanent installations and the design and installations shall meet the standards set out in Section 19.33.035.C. Tower/Antenna Design. One temporary installation shall be permitted that allows shrouded external antennas for a period not to exceed three years from the date of approval by the Governing Body. At the end of the three-year period, or when a permanent solution is implemented, whichever comes first, all external antennas and the shroud shall be removed and the monopole shall be restored to its original condition. Within six months after the approval of this application by the Governing Body, the applicant must submit an application for a permanent solution.
14. There shall be no security lighting installed around the base of the tower.
15. The approved Site Plan, dated March 6, 2015 shall be incorporated as the Site Plan for approval of this application. If any changes are made to the Site Plan as a result of the approval, the plan shall be revised and submitted to the City prior to obtaining a permit.
16. The applicant may change out equipment boxes, cable and antennas provided that the replacements are generally consistent with the approved plan. If change-outs are significantly different, as determined by the Building Official or his/her designee, a revised Site Plan shall be submitted to the Planning Commission for its review and approval.
17. The applicant shall not prevent other carriers from locating on the tower.
18. In the event that a carrier transfers its facilities to another carrier or changes its name due to merger acquisition, etc., it will notify the City within 30 days of such change and will provide a description of the service provided by that carrier. If modifications are required as a result of this change they will be approved by Staff unless in the opinion of Staff they are significant changes, then they will be submitted to the Planning Commission for Site Plan Approval.
19. A setback waiver is hereby granted for the tower from the north, east and south property lines to reduce the required setback from 150' to the actual distance between the existing tower and the property lines which are approximately 130' from the north, 94' from the east and 35' from the south.
20. The applicant shall maintain the landscape and replace plants that die.
21. Only one standby generator shall be approved for this complex. The generator shall be shared by all carriers and shall be owned, operated and maintained by the same entity that owns the tower. The generator will be connected to a natural gas line. Staff will need to review the specifications for the proposed standby generator before it is installed to be sure that the noise created by it is minimized. The maximum noise level should not exceed 68-db and as much noise reduction as possible should be incorporated into the unit.

The motion was seconded by Gregory Wolf.

Mr. Kronblad and Mr. Lindeblad expressed disappointment that the initial facility that was supposed to accommodate three providers with all antenna located within the pole cannot provide for this application without having the placement of antenna outside the monopole. However, they acknowledged the difficulty of providers to find acceptable sites in this area. The motion was voted on and passed unanimously.

Chairman Bob Lindeblad led the Commission in the following review of the criteria for site plan approval of the proposed site containing the existing monopole of 150' in height and the equipment compound is approximately 67' by 17' 6":

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

There is adequate area on the site to accommodate the monopole and equipment compound. The monopole location does not meet the setback requirements, but a setback reduction was approved as a part of the original Special Use Permit. The proposed facility is served by the existing parking and drives.

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

Basic utilities are available to serve this location.

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

The installation has created more impervious area. The applicant submitted a stormwater management plan to Public Works which was approved.

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

The proposed site utilizes the existing fire station driveway and parking lot for circulation which will adequately serve the use.

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

This is a major installation and the location has been designed so that it blends as well as possible with the existing fire station.

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

The monopole is 150' in height which is taller than any other structure in the area. It is a slim line design and all antennas and wiring are within the monopole. The applicant is requesting that one carrier be permitted to place antennas on the exterior of the monopole. The applicant has agreed to provide a shroud around the antennas so the appearance will at least have the antennas internal. The appearance of the pole will not be the slim line as it is today, but the antennas will be enclosed.

A brick screening wall was constructed using the same materials that match the existing fire station around the perimeter of the equipment compound and it will be maintained.

**G. The plan represents an overall development pattern that is consistent with the comprehensive plan (Village Vision) and other adopted planning polices**

Wireless communications are not specifically addressed in Village Vision. Perhaps it falls into two goal areas which are maintaining and improving infrastructure and improving communications between the City and its residents.

Randy Kronblad moved the Planning Commission find favorably on the findings of fact for PC2015-04 and approve the Site Plan for the cell tower installation including the Sprint antenna installation at 3901 West 63<sup>rd</sup> Street subject to the following conditions:

1. That the antennas be shrouded in a material that matches the monopole and shall be installed as shown on the plans dated 3/25/15.
2. That the cable be within the monopole.

The motion was seconded by Jim Breneman and passed unanimously.

**PC2015-101 Request for Front Yard Platted Building Line Modification  
From 75 feet to 65 feet  
4021 West 86<sup>th</sup> Street**

Chairman Bob Lindeblad announced that Sohail and Ivett Shah, 4021 West 86<sup>th</sup> Street, have withdrawn their application for a requested building line modification.

**PC2015-105 Request for Temporary Use Permit for ADHD Summer Treatment Program at 4801 West 79<sup>th</sup> Street**

Carla Allan, with Children's Mercy Hospital at 5520 College Blvd, noted the success of last year's program at this location and is requesting approval to operate the program this summer. This is one of only 12 programs of this type in the world.

Children's Mercy South provides an eight-week Summer Treatment Program for approximately 50 children with ADHD. The program will be held at the Kansas City Christian School from June 1, 2015 through July 24, 2015. The hours of operation will be 7:30 am to 5:30 pm; Monday, Tuesday, Wednesday, and Friday; and 7:30 am to 8:00 pm on Thursday. Staff will train the previous week, May 26<sup>th</sup> through May 29<sup>th</sup>. The program will use three classrooms, the cafeteria, the gymnasium, and the outdoor playgrounds. The proposed Summer Treatment Program will use the existing building, parking lots, and outdoor areas and there will be no changes made to the property.

Ron Williamson stated the Planning Commission approved the same Summer Treatment Program last year. Kansas City Christian School and the City did not receive any complaints about the use. Staff feels this is a very good use for a facility that is unused during the summer months. Since the short-term use is for more than 30 days, it requires Planning Commission approval.

The Planning Commission may approve the temporary use permit provided that the application meets the following:

- 1. The applicant shall submit in written form a complete description of the proposed use, including drawings of proposed physical improvements, estimated accumulation of automobiles and persons, hours of operation, length of time requested, and other characteristics and effects on the neighborhood.**

The applicant has provided a detailed description of the proposed operation, as follows: The applicant has submitted a description of the program, floor plans of the area to be used. The applicant stated on the application that the program will be provided from 7:30 am to 5:30 pm; Monday, Tuesday, Wednesday, and Friday; and from 7:30 am to 8:00 pm on Thursday from June 1<sup>st</sup> until July 24<sup>th</sup>. Staff training will occur from May 26<sup>th</sup> to May 29<sup>th</sup>. There will be approximately 50 children and 26 staff. There will be no external changes to the facility or grounds so it should have no adverse effects on the neighborhood. The program will use approximately 25 parking spaces and the site is more than adequate to accommodate them. This provides a needed service for the community and is a good use of a facility that would remain unused for the summer.

- 2. If approved, a specific time period shall be determined and a short-term permit shall not be operated longer than the period stipulated in the permit.**

The applicant has requested that the short-term use be approved for the period from June 1, 2015 through July 24, 2015, with staff training May 26<sup>th</sup> through May 29<sup>th</sup>, and that would be the maximum time of operation that would be permitted.

- 3. Upon cessation of the short-term permit, all materials and equipment shall be promptly removed and the property restored to its normal condition. If after giving full consideration to the effect of the requested short-term permit on the neighborhood and the community, the Planning Commission deems the request reasonable, the permit for the short-term use may be approved. Conditions of operations, provision for surety bond, and other reasonable safeguards may be written into the permit. Such permit may be approved in any zoning district.**

There will be no external changes to the building and grounds; therefore, no adverse effects on the adjacent neighborhood.

Gregory Wolf moved the Planning Commission the temporary use permit for an ADHD Summer Treatment Program at 4801 W. 79<sup>th</sup> Street subject to the following conditions:

1. That the temporary use permit for the ADHD Summer Treatment Program be approved for a period from June 1, 2015 through July 24, 2015, with staff training May 26<sup>th</sup> through May 29<sup>th</sup>.
2. That the hours of operation shall be from 7:30 am to 5:30 pm on Monday, Tuesday, Wednesday, and Friday, and 7:30 am to 8:00 pm on Thursday.
3. That the Summer Treatment Program use the existing building, parking, driveways, and playgrounds and will make no external changes to the property.
4. That the applicant properly maintains the exterior area of the property and will leave it in an acceptable condition when the program ends on July 24<sup>th</sup>.

The motion was seconded by Jim Breneman and passed unanimously.

## **OTHER BUSINESS**

Ron Williamson noted the City Council approved the rezoning request for Chadwick Court (3101 West 75<sup>th</sup> Street) with the four waivers requested by Mr. Royer. The Final Plat will be on the May Planning Commission agenda for approval.

### **Next Meeting**

The May Planning Commission agenda will include the request for a Special Use Permit for a storage facility by St. Ann's Church for the storage of athletic equipment near their baseball field. Other improvements to the site include a new backstop, batting cage, and pavilion area. The Commission will also meet as the Board of Zoning Appeals to consider a requested variance for 6737 Granada Lane to exceed maximum lot coverage of 30% to 33.2%.

It was noted that the new concept plans that were presented to the Governing Body for Mission Chateau are posted on the city's web site. The Governing Body also granted a 30 day extension to the current Special Use Permit for Mission Chateau.

Wes Jordan advised the Commission that the city would be putting out a request for qualifications for a City Planning Consultant this month. Mr. Williamson has agreed to remain until a new consultant is selected.

## **ADJOURNMENT**

With no further business to come before the Commission, Chairman Bob Lindeblad adjourned the meeting at 8:15 p.m.

Bob Lindeblad  
Chairman

JazzFest Committee Minutes  
April 9, 2015

Present: JD Kinney, Dave Hassett, Kyle Kristofer, Brian Peters, Jane Andrews, Jack Shearer, Brooke Morehead, Larry Kopitnik and Joyce Hagen Mundy.

The minutes of the March 10, 2015 meeting were approved as submitted.

**Budget Update**

JD Kinney distributed and reviewed an updated budget and financial statements noting the following:

- A verbal commitment from Claridge Court to do the fans with a \$2500 donation
- Brian Peters reported he has a verbal commitment of \$1000 from US Bank.
- We have received approximately 60% the amount of Friends donations (less than \$500) to date based on last year's donations.
- We have received approximately one half the value of last year's large donations (in excess of \$500).
- The current balance in the account is \$11,877.97 without the transfer of the \$10,000 budgeted funds from the City; the \$3,500 in verbal pledges and \$5000 sponsorship by the Arts Council for a working balance of \$30,378.
- The talent budget has been increased for a possible high end act from \$20,000 to \$32,000.
- The stage budget has been increased from \$6853 to \$11,100 for a larger stage area and backline. Meghan reported that she received a stage quote that was less than last year's SECT quote by approximately \$800.
- Table & Tent rental was increased from 2014.
- Advertising/Marketing was increased with the potential of a big name headliner.
- Banners & yard sign budget was increased as a new stage banner will be necessary with the larger stage and the new Prairie Village Foundation and Prairie Village Arts Council logos, and banners promised with sponsorships.
- Other areas of the budget remained similar to 2014.

The following individuals will follow-up with past donors:

Brooke - UMB and First Washington

Joyce - KS Heavy Construction, Tutera and Lathrop & Gage

Jack - Alan Gaylin and Renewal by Andersen

**Food**

Dave Hassett reported that he has spoken with Prairie Oven regarding serving as the Caterer for the VIP Tents and the volunteers. They are very interested and quoted a cost of \$1600 (\$1800 is budgeted). He also noted he sampled their food at the recent Earth Fair and it was excellent.

Food Vendors will again come from the Elite Street Eats Group used last year with the following providers: Indios Carbonsitos, Wilma's Real Good Food and Cajun Cabin. He



has also contacted Werner's Sausage who is very interested in participating in the Festival and possibly creating a special JazzFest Sausage for the event.

He has contacted a dessert vendor - Polar Oasis Frozen Treats who have ice cream, shaved ice, iced tea, lemonade, etc. He is trying to make connection with a possible popcorn vendor.

Committee members felt there was a good variety of different types of food and enough vendors to keep waiting times down. Joyce will prepare the vendor agreements and have them reviewed by the City Attorney.

### **Events**

The Beer Tasting Fund Raiser at Johnny's will be on Friday, July 10<sup>th</sup>. Jack Shearer will follow-up with Crawford's and Johnny's on details. JD asked Jane to make sure the volunteers are aware of this event and are welcomed to attend.

The Prairie Village Art Fair will be May 29, 30 and 31<sup>st</sup>. Committee members discussed having fans for the event. Brian Peters will contact Donna Potts regarding having information at the information booth and possibly selling leftover T-shirts from the 2014 festival.

Kyle Kristofer said the radio stations are interested in supporting the festival again and noted possible options.

### **Talent**

The committee congratulated Larry on his new position as Editor of JAMM magazine. Larry noted the tremendous respect the jazz community has for the Prairie Village Jazz Festival. He was unable to negotiate with Al Jarreau's agent to a cost that the committee could afford. Bobby McFarrin is also outside of the available talent budget. Branford Marsalis is only performing with his quartet. Kurt Elling is playing in Lawrence in April making his draw in September in Kansas City questionable. Committee members felt that he was still an option.

Larry reported that the American Jazz Festival Board is discussing moving their festival date to the end of August - two weeks before the PV Festival. If this is done, it could negatively impact the press coverage that would be available for the PV Festival.

Larry stated his latest thoughts for the headliner is Marilyn Maye and Doc Severson with the KC Jazz Orchestra. They would have a very strong promotional value. The potential cost would be in the \$22,500 and he felt he could book the lead-in acts for \$4500 for a talent cost with riders of approximately \$30,000.

### **Next Meeting**

The next meeting will be held on Tuesday, May 12<sup>th</sup> at 7 p.m.

## Sister City Minutes

4/13/2015

Members Present: James Hohensee, Carole Mosher, Cindy Dwigans, Robert McGowan, Vera Glywa, Bob Glywa, Ivan Novikov, Jori Nelson.

Also present: Nolan Sunderman, Quinn Bennion, Mayor Wassmer, Jay Senter.

City Administrator Report: Quinn advised that effective the end of 2015, the Mayor will no longer appoint members of a sister city committee and the city will no longer budget funds for that function. This is based on the recommendation of the Committee on Committees. The city feels it has too many committees and wants to focus its resources on “what we do well.”

The city will continue its sister city relationship with Dolyna, Ukraine. Quinn stated that Prairie Village is the only city in the area that is a member of Sister City International and that, based on the recommendation of the Sister City Committee, it may continue to pay the annual fee for that. The city wishes to see the Sister City Committee transition to a 501(c)(3) but will not provide additional support for that beyond the current budgeting. The budget for this year will continue until 31 December and appointments will be continued to that date.

The Mayor, Quinn, Jay, and Jori departed.

Minutes: Cindy moved that the minutes from the previous meeting be approved. Carole seconded the motion. The motion passed.

Earth Fair: Carole discussed the Earth Fair. Next year, she feels we should use some fake sunflowers and have the banner present. We gave out 220 packets of seeds.

Student exchange with Dolyna: We need to find a host family and they need to identify a student.

Art Show: September 11 is set as the date. Jim has made contact and hopes to have pictures by June. The frames are at city hall.

Jazz Fest: Vera talked about the jazz fest may still be in the works.

Next meeting: May 11 will be the next meeting.

Future of Sister City Program: We will hold a meeting at a future date to reach decisions on how and whether to proceed. Bob Glywa noted that funding will be crucial to those decisions.

Vera moved to adjourn and Bob Glywa seconded. The motion carried and the meeting was adjourned.

Prairie Village Arts Council  
Wednesday, April 15, 2015  
7:00 p.m.  
City Hall MPR

## Meeting Minutes

The Prairie Village Arts Council met at 7:00 pm in the Multi-Purpose Room. Members present: Shelly Trewolla, chair, Julie Flanagan, Dan Andersen, Serena Schermoly, Shervin Razavian, Jack Shearer, Truss Tyson, and Art Weeks. Also present were Ted O'Dell (Council Representative) and Wes Jordan (Assistant City Administrator).

**Minutes** - were approved as presented.

**Financial Report** - Wes Jordan presented a report (attached) detailing the available funds through the PV Foundation and the line items in the Prairie Village Budget. Wes also explained how expenses/revenue(s) are processed by Finance. The Finance was approved as presented. Wes did make one amendment that denoted \$5,000 was encumbered for headliner expenses for Jazzfest.

**PV Arts Fair** - Donna Potts, PV Merchants Association, reported she had received 500 applications from artists for the PV Arts Fair scheduled May 29-31, 2015. Donna said that unfortunately there are only 100 slots/booths available since the placement area has been mapped out differently due to construction in the area. There will be a space available for the Arts Council and Dan Andersen thought it would be a good idea to ask the Jazzfest to share voluntary efforts during the event. A sign-up list for volunteers will be presented at the May meeting. Donna was also pleased to announce an added "fun" addition.... *Pianos on Parade* and explained that 2 pianos would be temporarily placed at the PV Mall and 1 piano at Corinth Mall. She added that maybe the pianos could "tie in" to an Arts Council initiative. Donna also discussed how volunteers would be utilized and also that the pancake breakfast on Sunday had been discontinued. Councilman O'Dell thought it was also be a good idea to invite the new property owners - First Washington to the event...he will follow up on that contact. Wes Jordan asked about the budgeted funds available for the event - the Arts Council approved the expenditure of \$2,000 unanimously.

**City Council Report** - Councilman Ted O'Dell presented a report from the April 6, 2015, City Council meeting that included an overview of the following items:

- Approved request for extension to SUP for Mission Chateau for 30 days
- Approved a request for rezoning 3101 West 75th Street from RPIb (planned single family residential) to RP-1a (planned single family residential) and approving a preliminary development plan
- Traffic Island with unapproved Fire pit

Committee on Committees (COC) - Councilman O'Dell informed the Arts Council the COC report would be presented at the April 20<sup>th</sup>, 2015, Council Meeting for consideration of approval. Councilman O'Dell discussed the goal of the COC was to review the organization, need, budgeting, policies, attendance, and structure of all City Committees. Councilman O'Dell reassured the Arts Council the Governing Body is still very supportive and appreciative of voluntary efforts; however, some changes are necessary to better align with the prioritization of Council initiatives...and added that new initiatives such as the Future of the Arts & the PV Arts Enrichment Grant would need to be endorsed by Council.

Councilman O'Dell also expressed concerns about staff workload and late night meetings. He said Committees are strongly encouraged to move the meeting times to 5:30 pm and try to limit the number of meetings. The Arts Council agreed to change future meeting times/dates to 5:30 p.m. and to the Wednesday preceding each Monthly Art Exhibit. They also expressed some concerns about the reduction in meetings in relation to future initiatives, but will try to avoid any unnecessary meetings in the future.

Councilman O'Dell and Wes Jordan discussed the 2016 Budget and that the balance of funds available to the Arts Council had exceeded requested expenses and that additional funding would not be recommended until the funds available through the PV Foundation did not support the initiatives of the Arts Council. Dan Andersen discussed the possibility of presenting a budget to Council for approval. Wes Jordan explained the programs/projects would need to be submitted in a line item format and presented to Governing Body for consideration. The Arts Council decided to have Shelley Trewolla, Dan Andersen, Serena Schermolly, and Art Weeks prepare a budget/list of expenditures for approval at a future City Council meeting. In addition, Councilman O'Dell informed the Arts Council the Mayor had approved the \$5000 headliner sponsorship for Jazzfest; however, the \$5000 line-of-credit would not be an approved expense.

Councilman O'Dell and Wes Jordan also spoke about "next steps" concerning the possibility of future efforts to align committees under the umbrella of the PV Foundation. Dan Andersen asked about the possibility of Jazzfest becoming a subcommittee of the Arts Council. Councilman O'Dell said there will need to be more discussions in the future and that all ideas would be considered in the future.

### **Exhibits/Receptions**

Reception - Shelly Trewolla reported the reception for "The Saturday Group," a continuing education photography class through Johnson County Community College, was very well attended throughout the evening. Shelly also discussed the continued need for volunteers from the Arts Council during such events and member participation. Any help/support is appreciated.

May Exhibit - Art by Stacy J. Krieg is scheduled for May 8, between 6:30 - 8:00 p.m.

August 14 Exhibit - Shelly Trewolla will continue to follow up with Wayne Wilkes about the open date. Note...during the March 2015 the committee previously approved for Shelly to select an artist to fill the vacant date if Wayne was unable to schedule an interested artist.

### **Old Business**

Fallen Soldier Statue - Wes Jordan reported that a location in the front court yard had been located to place the donated statue and he would be working with Public Works for installation. Wes discussed the need for a memorial plaque to honor the fallen soldier's service...the Arts Council approved necessary installation for an amount to not exceed \$500.

Logos - Serena Schermoly and Dan Andersen presented logo revisions for the Arts Council and Future of the Arts. After discussion and amendments the Arts Council gave final approval.

Tabled - CAFÉ Update and Future of the Arts

### **New Business**

R.G. Endres Gallery - Wes Jordan informed the Arts Council that the corridors of the Gallery were in need of painting through funding provided through the PV Foundation. The Arts Council unanimously approved the expense at the contracted rate through Public Works. Several committee members also believed the color should be slighter darker in order for the art to stand out better. Wes will arrange input as the project moves forward.

Arts Council Shirts - Dan Andersen thought it may be a good idea to purchase shirts with the newly adopted logos for Art's Council members. There was discussion about possible costs, types of shirts, etc. and will be reviewed again at the May meeting.

**Adjournment** - The meeting was adjourned at 9:00 p.m.

Prepared by:

Wes Jordan  
Assistant City Administrator

**COUNCIL COMMITTEE OF THE WHOLE**  
**May 4, 2015**

The Council Committee of the Whole met on Monday, May 4, 2015 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 Laura Wassmer, Ashley Weaver, Jori Nelson, Ruth Hopkins, Steve Noll, Eric Mikkelson, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, David Morrison and Terrence Gallagher.

Staff Members present: Tim Schwartzkopf, Chief of Police; Sgt. James Carney; Keith Bredehoeft, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Wes Jordan, Assistant City Administrator; Nolan Sunderman, Assistant to the City Administrator; Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk.

**PRESENTATION - Northeast Johnson County Chamber of Commerce**

Deb Settles, President and CEO of the Northeast Johnson County Chamber of Commerce, congratulated Mayor Wassmer on her recent election and provided background information on the chamber. The Northeast Johnson County Chamber represents ten cities in northeast Johnson County. It is the only regional chamber in the state. She expressed appreciation for the city's partnership with the chamber and reviewed some of the many events sponsored by the chamber. Ms. Settles announced the upcoming graduation of the Leadership Northeast Program Class including Council member Ashley Weaver and Nolan Sunderman on May 21<sup>st</sup>. She encouraged council members to visit the chamber's website for more information on events and programs and urged them to contact her with any questions they may have.

**COU2015-15 Consider approval of 2016-2020 County Assistance Road System (CARS) Program**

Keith Bredehoeft stated in order to receive CARS funds, the City must annually submit an application containing the preferred street projects and the estimated costs. The following streets are recommended for the five-year CARS program, 2016-2020. The work will include where necessary full depth pavement repair, curb and gutter replacement, sidewalk repair, new sidewalk and milling/overlaying the pavement.

Program Year	Street Segment	From	To	CARS Eligible Costs	County CARS Funds
2016	Mission Road	75 <sup>th</sup> Street	83 <sup>rd</sup> Street	\$1,776,000	\$888,000

2017	Mission Road	71 <sup>st</sup> Street	75 <sup>th</sup> Street	\$1,000,000	\$500,000
2018	Roe Avenue	63 <sup>rd</sup> Street	67 <sup>th</sup> Street	\$852,000	\$426,000
2019	Roe Avenue	67 <sup>th</sup> Street	71 <sup>st</sup> Street	\$858,000	\$429,000
2020	Roe Avenue	71 <sup>st</sup> Street	75 <sup>th</sup> Street	\$854,000	\$427,000

He noted that the City submits an application annually committing only to the first year with the ability to revise future year requests. The costs include construction and construction administration. Design costs are not included, as the CARS program does not fund design. There is a risk if the right project is not selected.

The proposed 2016 project is Mission Road from 75<sup>th</sup> Street to 83<sup>rd</sup> Street. This project was listed in last year’s CARS submittal as a 2019 project but due to rapidly deterioration pavement it was determined the project needed to be moved up to 2016. This project will be a basic rehabilitation project and will replace the sidewalk on the west side with an 8’ wide sidewalk. The project involves the repair and replacement of concrete, street maintenance and does not include any change in traffic flow.

Keith Bredehoeft reviewed the process followed in prior years for a significant CIP/CARS project, such as Mission Road from 71<sup>st</sup> to 75<sup>th</sup> Street:

- For significant project start developing 18 months prior to bidding
- Council approval of Consultant agreement
- Establish Council Sub-Committee
- Preliminary traffic study and concept
- Public meeting to get input on Project concepts and goals
- Council Sub-Committee to discuss Concepts and Goals
- Consultant finalize traffic study and develop preliminary design including field survey of corridor
- Public meeting to review plans and get input
- Council approval of final design concepts
- Consultant develops final plan
- Easement acquisition if necessary
- Utility Relocations
- Project bid
- Begin construction

Recently the idea of reconfiguring Mission Road from 71<sup>st</sup> to 75<sup>th</sup> has been requested due to concerns of the sidewalk at back of curb as many children routinely use these sidewalks given the proximity of Shawnee Mission High School and St. Ann’s School. Retaining walls at the back of the sidewalk add to the concerns in this area. This project

is proposed in 2017 and would narrow Mission Road to a three lane section road with a wide sidewalk along the west side. It is desired by residents for this to be a 2016 project. This is a significant project and would require 18 months of planning. Due to resident concerns along with the overall desire to improve the pedestrian experience on this section of Mission Road staff is proposing to construct this project in 2017.

Mr. Bredehoeft stated that this has the potential to be very good project. He noted that he had stated it was “possible” to do the project in 2016; however, he feels the project merits full investigation to ensure the best solution. He does not feel this is an emergency situation that cannot wait for the appropriate study of options.

Chief Tim Schwartzkopf stated that sidewalks construction next to the roadway are not ideal, but based on accident records for this location, this is not a major safety issue. There have been 9 accidents within the school zone during the past five year period.

Andrew Wang asked if there was any common thread for the accidents. Chief Schwartzkopf replied these have generally been rear end collisions resulting from inattentive driving.

Jori Nelson stated her daughter had an accident at 7301 Mission in November, 2013 that is not included in the accident list. Sgt. Carney responded that her accident was classified as 73<sup>rd</sup> Terrace and Mission Road based on the accident report for the accident. Ms Nelson question why they did not look at the entire corridor. Chief Schwartzkopf replied that with the limited time available staff were only able to research the designated area.

The traffic ticket data reflected 28 citations in the school zone area. The discrepancy is due to 13 of the violations being primary violations (11 for speeding and 2 for texting)

Staff has the following concerns with moving this project forward as the 2016 CARS project:

- It is a significant project that needs time to develop, the normal 18 month process will guide the project and clearly identify what action is needed.
- This is not a normal CARS project.
- A full traffic study is needed with counts on this section as well as to the north and south with full accident analysis of the corridor. A study of how the project would affect signal intersections and study the impacts on traffic to the north and south.
- Acquisition of easements may be required.
- Bike needs should be studies.
- The main street concept with aesthetic features should be incorporated
- There should be full public involvement in the process.

Eric Mikkelson stated that a June/July start of construction would allow the completion of the project. Mr. Bredehoeft stated if the project was let in March, it would not be started until after the completion of school.



Eric Mikkelson noted a possible compromise would be save money as the proposed project costs more money.

Keith Bredehoeft stated there is not sufficient time to develop this project properly and does not support this project as the CARS 2016 submittal.

Terrence Gallagher noted the identified costs are estimates. The proposed project has an estimated cost of 1M. He noted there is some flexibility built into the project but noted the concepts for this project are not similar to Mission Road - 71<sup>st</sup> to 75<sup>th</sup>. Mr. Gallagher confirmed that if the project is submitted for \$1M and costs are higher, the County would only provide \$500,000 in funding with the additional costs being paid fully by the city.

Dan Runion asked how long the resurfacing of 75<sup>th</sup> to 83<sup>rd</sup> would last. Mr. Bredehoeft answered 10 years.

Cindy Siegsukon, told the Council that this area is a real safety concern, urgent action is needed. The safety concerns warrant the Council stepping outside their comfort zone and take immediate action. There is still 13 to 14 months available for planning. She stated that this is not only a St. Ann's issue, Shawnee Mission East students use this sidewalk as well as residents travelling to the shopping center. The February accident is a manifestation of the danger that exists and needs to be addressed before a serious accident happens.

Eric Mikkelson made the following motion, which was seconded by Andrew Wang:

**MOVE THE CITY COUNCIL APPROVE THE 2016-2020 COUNTY ASSISTANCE ROADS SYSTEM (CARS) INTERCHANGING THE RECOMMENDED PROJECTS FOR 2016 and 2017**

The motion was voted on and defeated with Mayor Wassmer voting to tie the vote 6 to 6. [This motion was later determined to be approved 6-5 as Mayor only votes on ordinance items.]

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

**MOVE THE CITY COUNCIL APPROVE THE 2016-2020 COUNTY ASSISTANCE ROADS SYSTEM (CARS) AS RECOMMENDED BY STAFF**

The motion was voted on and defeated with a 6 to 6 vote.

Dan Runion asked about the 75<sup>th</sup> to 83<sup>rd</sup> Street Project. Mr. Bredehoeft responded this is a basic mill and overlay project with no reduction of the roadway with some sidewalks to be widened and provide greater sidewalk connectivity. A study is not necessary.

Terrence Gallagher noted the goal is to create a safe corridor with investigation to find the best solution. Mr. Bredehoeft agreed a full investigation was needed. Mr. Gallagher

asked who would do the study. Mr. Bredehoeft stated an independent analysis would be conducted by an outside firm. Mr. Gallagher expressed concern with bottlenecking traffic on Mission Road causing more traffic on side roads. Center turn lanes would be investigated as well as additional sidewalks.

Eric Mikkelson noted that Mission Road immediately north of 71<sup>st</sup> goes down to two lanes of traffic. The intersection at 71<sup>st</sup> and Mission Road is one lane in both directions. It is south of 75<sup>th</sup> Street where traffic volume increases. He also felt that congestion would be lessened once the change is made to make walking safe as drivers would use State Line or Metcalf. More parents will allow their children to walk or bike to school. This will be a huge benefit for both bikers and walkers.

Steve Noll stated as someone who has travelled this area for several years agrees that changes are needed; however, the question is about process and risk. There is not sufficient time to appropriately study this project. It should not be done immediately simply to get it done.

Terrence Gallagher asked if the CARS project could be adopted as recommended but with the city also beginning working on 71<sup>st</sup> to 75<sup>th</sup> and still get funding in 2017.

Jori Nelson confirmed that both projects would be starting at ground zero. Mr. Bredehoeft noted that 75<sup>th</sup> to 83<sup>rd</sup> Street does not need a traffic study to sub-committee involvement as it is a normal CARS maintenance project.

Quinn Bennion stated what is necessary to move forward with 71<sup>st</sup> to 75<sup>th</sup> Street is significantly more than currently exists. Mayor Wassmer noted that this project has not been formally discussed at length. Approximately 10 years ago, it was discussed in concept only.

Eric Mikkelson noted that pedestrian improvements at this location were identified in Village Vision. He does not feel additional study is necessary.

David Morrison asked if the CARS project needed to be completed in the year it is funded. Mr. Bredehoeft replied he did not know and that the city always completed their CARS project in the years they were funded. He does not like to have projects left open, particularly in residential areas.

Sheila Myers noted that there would likely be additional construction costs for 75<sup>th</sup> to 83<sup>rd</sup> if it were delayed one year to do 71<sup>st</sup> to 75<sup>th</sup>. Keith Bredehoeft stated that temporary repairs to the roadway would need to be made at an approximate cost of \$20,000 to \$30,000 until the project could be done.

Sheila Myers asked how long the reduction of Nall Avenue took to be completed. Mr. Bredehoeft responded it was started in 2009 and completed in 2011. Mrs. Myers questioned if the impact of a reduction of Mission Road to three lanes would create safety issues for people coming out from St. Ann's or driveways and entering Mission Road.

Dan Runion noted the Johnson County website indicated that CARS payments are made within 20 days of request for reimbursement. Mr. Bredehoeft noted reimbursement request can be submitted throughout the project on a monthly basis.

Council President Ashley Weaver noted that several items remain on the agenda and stated this item would continue to be discussed under Committee Reports during the City Council meeting without a committee recommendation.

**COU2015-16 Consider approval of Construction Contract with Phoenix Concrete and Underground, LLC for Project CONC2015: 2015 Concrete Repair Program**

On April 24, 2015, the City Clerk opened bids for Project CONC2015, 2015 Concrete Repair Program. The following four bids were received:

Phoenix Concrete & Underground, LLC	\$589,949.00
Kansas Heavy Construction, LLC	\$660,304.25
McAnany Concrete	\$833,775.00
Freeman Concrete Construction, LLC	\$1,207,890.00
Engineer's Estimate	\$748,200.00

Keith Bredehoeft noted this program consists of repairs to deteriorated concrete sidewalk, curb and ADA ramps. The location of work includes streets in the City's yearly maintenance districts. Not all streets in the identified area will require work. The area for this construction season is area 51 and 41. We will also be completing concrete repairs at approximately 15 additional miscellaneous locations throughout the City.

Mr. Bredehoeft noted Phoenix Concrete is a new company; however, noted many of its employees were part of Miller Paving, which the city has worked with previously with much satisfaction. City staff has reviewed the bids for accuracy and found no errors. Funding is available in the Capital Infrastructure Program Project CONC2015 in the amount of \$700,000. The bid document requested bids for the quantity of product estimated to complete the identified work. With the low bid coming in under the estimate the City will be able to increase the amount of work it can do based on the material quantity bid prices.

Jori Nelson noted a difference in the bid price and the contract amount of over \$110,000 and asked why such a cushion was being built into the project. Mr. Bredehoeft replied that based on the quantity prices reflected in the accepted bid, the city will add additional streets to the project to the amount budgeted. He explained the process provides estimated quantities for materials to determine the best bid and based on the base quantities bid is able to determine how much work can be done with the amount of funds budgeted. This is not cushion, more areas will be added to the project at the base bid unit price

Eric Mikkelson made the following motion, which was seconded by Andrew Wang and passed unanimously:

**MOVE THE CITY COUNCIL AUTHORIZE THE MAYOR TO SIGN  
THE CONSTRUCTION CONTRACT WITH PHOENIX CONCRETE &  
UNDERGROUND, LLC FOR PROJECT CONC2015, 2015 CONCRETE  
REPAIR PROGRAM IN THE AMOUNT OF \$700,000.**

**COUNCIL ACTION TAKEN  
05/04/2015**

**COU2015-17 Consider approval of Construction Contract with Vance Brothers, Inc. for  
Project P5000: 2015 Crack Seal/Micro Surfacing Program**

On April 24, 2015 the City Clerk opened bids for Project P5000, 2015 Crack Seal/Micro Surfacing Program. The following three bids were received:

Vance Brothers, Inc.	\$270,110.74
Intermountain Slurry Seal	\$325,188.46
Pavement Management	\$336,142.15
Engineer's Estimate	\$367,163.20

Keith Bredehoeft noted this contract consists of two separate maintenance programs at various locations throughout the City. A Micro Surfacing program, which is a maintenance tool to assist in preserving the existing asphalt pavement, thus extending the pavements life cycle; and a Crack Seal program which seals existing cracks in the asphalt pavement. Sealing cracks and joints helps to prevent water from entering the base of the pavement.

There is \$312,000.00 budgeted for these projects and the contract will be awarded for that amount. Locations of work will be increased to utilize the \$312,000 budget. City staff has reviewed the bids for accuracy and found no errors. Funding is available in the 2015 Capital Infrastructure Program Project P5000.

Dan Runion confirmed the base bid unit stays the same with additional work being added to reach the budgeted amount.

Steve Noll made the following motion, which was seconded by Brooke Morehead and passed unanimously:

**MOVE THE CITY COUNCIL AUTHORIZE THE MAYOR TO SIGN  
THE CONSTRUCTION CONTRACT WITH VANCE BROTHERS,  
INC FOR PROJECT P5000: 2015 CRACK SEAL/MICRO  
SURFACING PROGRAM IN THE AMOUNT OF \$312,000.**

**COUNCIL ACTION TAKEN  
05/04/2015**

**COU2015-18 Consider approval of Construction Contract with Metro Asphalt, Inc. for  
Project P5001: 2015 Street Repair Program**

On April 24, 2015, the City Clerk opened bids for Project P5001, 2015 Street Repair Program. The following five bids were received:

Metro Asphalt, Inc.	\$114,199.30
Little Joe's Asphalt, Inc.	\$130,205.20
McAnany Construction, Inc.	\$137,562.00
Pavement Management	\$143,526.50
Seal- O- Matic Paving Company, Inc.	\$182,692.65
Engineers Estimate	\$150,933.00

Keith Bredehoeft noted this program consists of asphalt street repairs at various locations throughout the City. The program also addresses areas where settlement or deterioration has occurred, and makes repairs to those areas.

There is \$150,000 budgeted for this project and the contract will be awarded for that amount. Locations of repairs will be increased to utilize the \$150,000 budget. City staff has reviewed the bids for accuracy and found no errors. Funding is available in the 2015 Capital Infrastructure Program Project P5001.

Steve Noll made the following motion, which was seconded by Eric Mikkelson and passed unanimously:

**MOVE THE CITY COUNCIL AUTHORIZE THE MAYOR TO SIGN THE CONSTRUCTION CONTRACT WITH METRO ASPHALT, INC., FOR PROJECT P5001: 2015 STREET REPAIR PROGRAM IN THE AMOUNT OF \$150,000.**

**COUNCIL ACTION TAKEN  
05/04/2015**

**COU2015-19 Consider approval of Emerald Ash Borer Tree Removal and Treatment Plan**

Keith Bredehoeft reported the Emerald Ash Borer (EAB) will affect approximately 700 ash trees located on City owned right of way and parks. EAB has been identified to be present in Prairie Village and will have a significant presence in the near future and will eventually kill all ash trees. This year is the second of a multi-year plan for removal, replacement, and treatment of Ash trees. This proactive approach will spread the impacts over multiple years and prevent a situation where all the ash trees are dead at one time. In 2014 approximately 100 Ash trees were removed and replacement trees were planted.

There is \$100,000 in the 2015 budget for addressing the EAB issue. We will continue the removal and replacement of Ash trees in 2015 as well as treat Ash trees in areas where there is a high concentration of right of way Ash trees on a given street. The treatment process is being used as a way to manage the removal of all the Ash trees without having significant visual impacts due to removing all the trees in just a few years time.

There are less than 10 streets and about 50 trees that have been identified for treatment. Staff anticipates treating these trees for about 10 years while the other Ash trees on those streets that will be removed this year can grow thus minimizing the visual impact of the Ash tree removal. It is proposed that City staff perform the treatments under the direction of Bill Billings, Field Superintendent and Certified Arborist. The first year cost will be the highest yearly cost as we will treat all 50 trees and purchase the treatment equipment. The first year cost of treating will be under \$10,000 and the future cost will average under \$3,000 per year as treatment is only required every other year. Funding is available in the 2015 Public Works Operating Budget.

The Tree Board assisted with these recommendations and members of the board rated all the ash trees in the inventory last year.

On streets where treatment is proposed letters and maps showing the removals and trees planned for treatment to all the residents on that street. We want all the residents to understand this removal and treatment process even if they do not have an Ash tree adjacent to their property. We will get comments from residents and adjust the removal/treatment plan as appropriate.

On streets where treatment is not being considered staff will communicate with each resident prior to removal so they fully understand the issue and get their input as to the type of replacement tree. This process worked well in 2014. The website will be updated with details of the 2015 plan as well.

Steve Noll confirmed that the trees treated will eventually succumb to the disease. Mr. Bredehoeft noted that residents will be allowed to treat their trees as long as they want.

Brooke Morehead confirmed the tree removal contract for this work had followed the bid process.

Steve Noll made the following motion, which was seconded by Terrence Gallagher and passed unanimously:

**MOVE THE CITY COUNCIL APPROVE THE EAB ASH TREE  
REMOVAL AND TREATMENT PLAN AS PRESENTED BY STAFF  
COUNCIL ACTION TAKEN  
05/04/2015**

**COU2015-20 Consider approval of amendment to 1-301 - Appointive Offices**

Quinn Bennion stated that per City Code, the Mayor appoints city officials with the consent of City Council. The current term is four years for all positions. It is recommended that the term be modified to two years for nonemployee held offices.

The new amendment includes the following changes:

- Two year terms for City Attorney, Assistant City Attorney, Municipal Judge, City Prosecutor, City Engineer, City Architect and City Treasurer (nonemployee held offices).
- The Municipal Judge position is added to the list of appointed officials. The appointment of the Municipal Judge position is also included in Chapter 9 of the Municipal Code.
- Salary ranges of employee positions are included in the annual Resolution and for nonemployee appointed positions the salary will be included within an agreement or letter of understanding.

The positions of City Architect, City Engineer and Assistant City Attorney are currently vacant, but may be desired in the future.

Jori Nelson asked if the open positions have funds budgeted for them. Mr. Bennion replied that they did not.

Eric Mikkelson asked what the intent of the change from salaried positions to a contract. Mr. Bennion replied as it is currently done the salaries are approved both in a salary resolution as a range and again in the claims ordinance. A contract or letter of understanding would provide a more accurate accounting.

Eric Mikkelson asked what the difference was in the level of approval needed. City Attorney Katie Logan responded the approval by ordinance requires a majority vote of the Council or 7 votes. The approval of a contract or resolution would require a simple majority of the quorum present.

Andrew Wang asked why the change was being proposed from 4 years to 2 years.

Mayor Wassmer stated she requested the change noting that as a new mayor she is not familiar with the work of these appointed positions and a two year appointment would provide time for their performance to be evaluated without committing to four years. She noted these appointments were previously two year appointments. The City Clerk confirmed the length of the appointments changed from two to four years with the change in the length of the Mayor's term of office.

Steve Noll made the following motion, which was seconded by Brooke Morehead and passed unanimously:

**MOVE THE GOVERNING BODY ADOPT ORDINANCE2330  
AMENDING SECTION 1-301 ENTITLED "APPOINTIVE OFFICES;  
TERMS AND SALARY" OF ARTICLE 3 ENTITLED "OFFICERS**

**AND EMPLOYEES" OF CHAPTER 1 ENTITLED "ADMINISTRATION"  
OF THE PRAIRIE VILLAGE MUNICIPAL CODE.**

**COUNCIL ACTION TAKEN  
05/04/2015**

Council President Ashley Weaver recessed the committee meeting to allow for the regularly scheduled city council meeting and noted the meeting would be reconvened after the conclusion of the Council meeting.

**COUNCIL ACTION TAKEN  
05/04/2015**

Council President Ashley Weaver moved to reconvene the committee meeting at 9:49 p.m. The motioned was seconded by Andrew Wang and passed unanimously.

**PRESENTATION of 2016 Significant Budget Considerations**

Finance Director Lisa Santa Maria presented the 2016 Significant Budget Considerations. The 2016 budget objectives include maintaining high quality services, programs, quality streets, parks and infrastructure; continuing strong financial condition and maintaining AAA bond rating; increasing financial transparency and citizen participation; emphasize the Equipment Reserve Fund for non-routine equipment purchases; budget for General Fund balance to be 25% of revenues; and tighten the actual budget ratio by reducing and more reliance on contingency.

She noted that the Council would be looking at the operating budget only. Restricted funds cannot be changed by the Council. She also noted that the Equipment Reserve Fund was established to plan for high cost purchases. By setting aside funds in advance of major purchases, it keeps expenditures more level from year to year.

Lisa Santa Maria highlighted City Expenditure categories including Personal Services, Contract Services, Commodities, and Capital Outlay. Other uses of city funds include the Economic Development Fund, Solid Waste Fund, Storm Water Utility Fund, Alcohol Tax Fund, CID Funds, and Unrestricted Funds. Quinn Bennion explained the Economic Development Fund is restricted; however, it is self restricted

Dan Runion asked what personnel costs were. Lisa Santa Maria reported that had not been determined yet. Quinn Bennion will make a recommendation at the next budget meeting.

Lisa Santa Maria reported budget increases for the Mayor and Council; Public Works to conduct bridge inspections, tree removal, and utility costs; Public Safety for vehicles, utilities, and pension administration; and the overall budget due to aging computers.

Lisa Santa Maria outlined upcoming budget dates.



Eric Mikkelson stated he is not comfortable that there are not opportunities for budget decreases. Lisa Santa Maria replied that the budget discussions are on large ticket items only. She has a line by line budget available for review.

**ADJOURNMENT**

With no further business to come before the Council Committee of the Whole, Council President Ashley Weaver adjourned the meeting at 10:05 p.m.

Ashley Weaver  
Council President

**Council Members  
Mark Your Calendars  
May 18, 2015**

**May 2015**

May 18

May 23

May 25

Stacy Krieg exhibit in the R.G. Endres Gallery

City Council Meeting

Prairie Village Pool Opens

City offices closed in observance of Memorial Day

**June 2015**

June 1

June 12

June 15

Shawnee Mission East Co-Lab exhibit in the R.G. Endres Gallery

City Council Meeting

Artist reception in the R. G. Endres Gallery 6:30 - 8:00 p.m.

City Council Meeting

**July 2015**

July 3

July 4

July 6

July 10

July 20

Senior Arts Council exhibit in the R.G. Endres Gallery

City Offices closed in observance of July 4<sup>th</sup> Holiday

VillageFest Celebration

City Council Meeting

Artist reception in the R. G. Endres Gallery 6:30 - 8:00 p.m.

City Council Meeting

