

CITY OF PRAIRIE VILLAGE

October 19, 2015

Council Committee Meeting 6:00 p.m.

City Council Meeting 7:30 p.m.



Back Row: Ashley Weaver, Eric Mikkelson, Sheila Myers, Dan Runion, Terrence Gallagher, David Morrison, Ted Odell
Front Row: Ruth Hopkins, Jori Nelson, Laura Wassmer, Brooke Morehead, Steve Noll (Not pictured: Andrew Wang)

COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
Monday, October 19, 2015
6:00 PM

AGENDA

BROOKE MOREHEAD, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

Introduction of Teen Council
Jori Nelson

Planning Commission / City Council training on responsibilities
Chris Brewster

Update to building design guidelines in zoning codes
Chris Brewster

- *COU2015-35 Consider renewing City's health, dental, and vision insurance providers as recommended by City staff
CBIZ representative

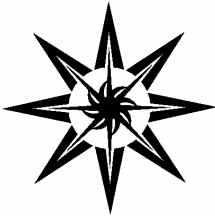
- COU2015-36 Consider approval of charter ordinances 26 and 27 to change local elections and terms to comply with new state statutes
Katie Logan

- *COU2015-37 Consider approval of a design agreement with Affinis Corporation for the design of the 2016 paving and drainage programs
Keith Bredehoeft

- *COU2015-38 Consider approval of a design agreement with Hollis and Miller Architects for the conceptual design phase of the City Hall/Police Department entrance
Keith Bredehoeft

- *COU2015-39 Consider 2015 park improvements construction change order #1 (final)
Keith Bredehoeft

***Council Action Requested the same night**



COUNCIL COMMITTEE

Council Committee Meeting Date: October 19, 2015

City Council Meeting Date: October 19, 2015

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

SUGGESTED MOTION

Move that the Committee:

- 1) Approve Blue Cross Blue Shield of Kansas City as the City's health insurance provider for the 2016 plan year, with a 9.0% increase in premiums.
- 2) Approve Delta Dental of Kansas as the City's dental insurance provider for the 2016 plan year, with a 0.0% increase in premiums.
- 3) Approve Superior Vision as the City's vision insurance provider for the 2016 plan year, with a 0.0% increase in premiums.

BACKGROUND

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

The City currently contracts with Blue Cross Blue Shield of Kansas City (BCBS) for its employee health insurance plans. The plan year ends in December and consequently, renewals were sought from BCBS for the 2016 plan year. The renewal is based on the claims incurred by plan participants over the twelve month period of July 2014 - June 2015; the City's loss ratio for this period was 220%. The initial renewal rate exceeded the budget so modifications to the existing plans are being proposed.

The City will continue to offer multiple plans for employees to select from. There are a few minor changes to the Base PPO and Buy-Up HMO Plans. The Base PPO will see the annual deductible increase from \$500 to \$750 for an individual and \$1,000 to \$1,500 for a family. While the Buy-Up HMO Maximum Out-Of-Pocket will increase from \$4,500 to \$5,500 for an individual and \$9,000 to \$10,000 for a family. The Qualified High Deductible Health Plan (QHDHP), for employees on the HSA plan, had increased out-of-pocket-maximum changes last year.

Both plans have increases in co-pays; office visits will move from \$30/60 to \$35/70 and for Urgent Care will change from \$60 to \$70. Prescription co-pays for level 2 will change from \$35 to \$40 and level 3 from \$60 to \$70.

The Health Risk Assessment (HRA) or biometric screenings will continue. Those that complete an HRA or screening will receive a discounted rate on the premium of \$20.00 per month.

The City recommends that the differential for tobacco users covered on the City's health insurance plan (employee or dependent) continue in 2016. Those individuals who do use tobacco products (cigarettes, pipes, chewing tobacco, cigars, etc.) more than once per week will be assessed \$20 in their monthly premium costs.

Delta Dental of Kansas, the City's dental insurance provider, has agreed to renew the dental plans for 2016 with 0% increase.

The City's vision insurance provider, Superior Vision, has agreed to 0% increase in premium for 2016, completing the two year guarantee on rates.

RENEWAL HISTORY

1/1/12: Blue KC agreed to a negotiate renewal of no increase in rates. CBIZ also negotiated the domestic partner benefit as well as a premium holiday for one month of savings of \$90,000.

1/1/13: Blue KC agreed to a negotiated renewal of no increase in rates. CBIZ also negotiated a change in the funding of the plan, from a non-participating fully insured contract, to a Maximum Refund contract. While still fully insured, the City will be able to receive any excess funds back in the form of a refund. (The City received a refund from Blue KC in the amount of \$28,165 in May 2014.)

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

1/1/15: The original renewal offering from Blue KC was an increase of 10.2% which increased the out of pocket maximum levels to accommodate the inclusion of the pharmacy co pays. Additionally the QHDHP deductible and out of pocket maximum were increased from \$2,500/\$5,000 to \$2,600/\$5,200. After negotiations, we were able to reduce the renewal to 8.2%. Then moving the QHDHP to a different network, the City was able to obtain a final 2.2% blended increase across all plans.

FUNDING SOURCE

Employee insurance premiums are funded with the General Fund. The 2016 budget anticipated an increase in City premium contributions of 10%. The renewal rates of 9.0%, 0%, and 0% for the health, dental, and vision plans, fit within the budgeted funds.

ATTACHMENTS

- Medical Benefits Comparison

Prepared By:

Amy Hunt

Human Resources Manager

Date: October 5, 2015



City of Prairie Village
Option 1 - Revised to Maintain QHDHP at \$2,600 / \$5,200 Deductible
Effective January 1, 2016

MEDICAL	Blue Cross Blue Shield of Kansas City				Blue Cross Blue Shield of Kansas City				Blue Cross Blue Shield of Kansas City			
Carrier Website	www.bluekc.com				www.bluekc.com				www.bluekc.com			
Plan Type	BlueSaver HSA Preferred Care Blue PPO				Base Plan Preferred Care Blue PPO				Buy Up Plan Ratesaver Blue Care HMO			
	<i>In Network</i>		<i>Out of Network</i>		<i>In Network</i>		<i>Out of Network</i>		<i>In Network Only</i>			
Annual Deductible (calendar year) ⁽¹⁾												
Individual			\$2,600				\$500 \$750		N/A			
Family			\$5,200				\$1,000 \$1,500		N/A			
Coinsurance												
Member Pays	0%		20%		20%		40%		30%			
Maximum Out-of-Pocket (calendar year) ⁽²⁾												
Individual	\$2,600		\$5,200		\$3,000		\$6,000		\$4,500 \$5,500			
Family	\$5,200		\$10,400		\$6,000		\$12,000		\$9,000 \$10,000			
Physician Services												
Preventive Care	\$0		Deductible then 20%		\$0		Deductible then 40%		\$0			
Office Visits	Deductible		Deductible then 20%		\$30 / \$60 \$35 / \$70		Deductible then 40%		\$30 / \$60 \$35 / \$70			
Diagnostic (Non-routine) X-Ray	Deductible		Deductible then 20%		Deductible then 20%		Deductible then 40%		\$0			
Diagnostic (Non-routine) Labs	Deductible		Deductible then 20%		\$0		Deductible then 40%		\$0			
Routine Eye Exam (every year)	Deductible		Deductible then 20%		\$60 \$70		Deductible then 40%		\$10			
Chiropractic Services	Deductible		Deductible then 20%		Deductible then 20%		Deductible then 40%		\$0			
Urgent Care Center	Deductible		Deductible then 20%		\$60 \$70		Deductible then 40%		\$60 \$70			
Hospital Services												
Inpatient Care	Deductible		Deductible then 20%		Deductible then 20%		Deductible then 40%		30%			
Outpatient Surgery and Services	Deductible		Deductible then 20%		Deductible then 20%		Deductible then 40%		30%			
High Tech Diagnostics	Deductible		Deductible then 20%		Deductible then 20%		Deductible then 40%		\$200			
Ambulance*			Deductible				Deductible then 20%		\$0			
Emergency Room			Deductible				\$200 then Deductible then 20%		\$200			
Prescription Drugs												
Level 1	Deductible		Deductible then \$12 then 50%		\$12		Copay then 50%		\$12			
Level 2	Deductible		Deductible then \$35 then 50%		\$35 \$40		Copay then 50%		\$35 \$40			
Level 3	Deductible		Deductible then \$60 then 50%		\$60 \$70		Copay then 50%		\$60 \$70			
Mail Order (102 Day Supply)	Deductible		Not covered		2X Copays		Not covered		2X Copays			
RATES	44.8% of Membership				51.4% of Membership				3.8% of Membership			
Coverage Tier	Current	Employee Cost	Renewal (+9%)	Employee Cost	Current	Employee Cost	Renewal (+9%)	Employee Cost	Current	Employee Cost	Renewal (+9%)	Employee Cost
Employee Only	\$366.15	(\$55.39)	\$399.10	(\$59.97)	\$421.54	\$0.00	\$459.47	\$0.00	\$456.87	\$35.33	\$497.99	\$39.84
Employee + One	\$886.06	\$39.24	\$965.80	\$48.29	\$1020.26	\$173.44	\$1112.09	\$189.06	\$1105.79	\$258.97	\$1205.32	\$277.22
Employee + Family	\$1307.09	\$179.40	\$1424.73	\$199.46	\$1503.59	\$375.90	\$1638.92	\$409.73	\$1629.65	\$501.96	\$1776.32	\$550.66

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

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

(2) Out-of-pocket amount includes deductible, coinsurance, and all member copays.

Includes \$10,000 wellness

Includes Value Based Drug Benefits for Diabetes and Coronary Artery Disease

\$75,000 pooling point

Maximum Refund Agreement

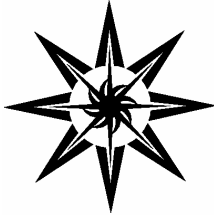
Includes ACA Taxes as follows:

1) Health Insurance Excise Tax: 3.4% of premium. (Estimated at \$35,444)

2) PCOR Fee: \$2.16 per member per year. (Estimated at \$454)

3) Reinsurer Fee: \$2.25 per member per month. (Estimated at \$5,670)

Rates also include Kansas State Tax - 2% of PPO premium, 3.31% of HMO premium. (Estimated at \$21,556)



ADMINISTRATION

Committee of the Whole Meeting: October 19, 2015
City Council Meeting: November 2, 2015

Proposed Charter Ordinance No. 26 and No. 27 - Local Elections

Background:

The Kansas Legislature passed House Bill 2104 which forces the move of local elections from April to November. The Kansas Secretary of State's office has confirmed they plan to allow the April 2016 election.

The City Council discussed various options to transition local elections at the September 21 and October 5 meetings. The consensus was to transition local elections to the fall of odd years for City Council members and the fall of even years for the Mayor by shortening all terms three months.

- Council members elected in April 2016 will be a 45 month term expiring January 2020.
- Council members whose terms currently expire in April 2018 will now expire in January 2018.
- Mayor Wassmer's term will now expire in January 2019 instead of April 2019.
- Even though elections will occur in November, the new term does not begin until the second Monday in January.

The filing deadline for April 2016 candidates is January 26, 2016. With the new legislation, all candidates must file at the Johnson County Election Office. The primary election, if needed, will occur on March 1. The general election will be held on April 5.

Attached are the draft charter ordinances needed to modify the election cycle. A charter ordinance requires a 60 day protest period. A table illustrating the election transition is also attached.

Attachments:

1. Draft Charter Ordinance No. 26
2. Draft Charter Ordinance No. 27
3. Table Illustration of Local Election Transition

Prepared By:

Nolan Sunderman
Assistant to the City Administrator
Date: October 15, 2015

CHARTER ORDINANCE NO. 26

A CHARTER ORDINANCE EXEMPTING THE CITY OF PRAIRIE VILLAGE, KANSAS, FROM THE PROVISIONS OF L. 2015, CHAPTER 88, SECTION 71, WHICH RELATES TO VACANCIES IN THE OFFICE OF MAYOR OR COUNCILMAN, AMENDING SECTIONS OF CHARTER ORDINANCE NOS. 14 AND 20 PERTAINING TO CITY ELECTIONS AND REPEALING ANY PROVISIONS IN CONFLICT HEREWITH.

WHEREAS, the City of Prairie Village adopted Charter Ordinance No. 14 on APRIL 2, 1990, which became effective on June 2, 1990;

WHEREAS, the City of Prairie Village adopted Charter Ordinance No. 20 on June 18, 2001, which became effective on August 18, 2001;

WHEREAS, Charter Ordinance Nos. 14 and 20 exempted the City from K.S.A. 13-304, K.S.A. 13-513, K.S.A. 25-2107 and pertaining to City elections and vacancies in office of mayor and council member;

WHEREAS, K.S.A. 13-304 has been repealed and K.S.A. 25-2107 has been amended;

WHEREAS, the City desires to exempt itself from the provisions of L. 2015, Chapter 88, Section 71, relating to the filling of governing body vacancies; and

WHEREAS, the City desires to amend certain provisions of Charter Ordinance Nos. 14 and 20 and address similar and substitute provisions by this charter ordinance.

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

Section 1. The City of Prairie Village, by the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, hereby elects to and exempts itself from and makes inapplicable to it L. 2015, Chapter 88, Section 71 relating to the filling of governing body vacancies, which enactment applies to this city, but does not apply uniformly to all cities, and provides substitute and additional provisions as hereafter set forth.

Section 2. The City of Prairie Village, by the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, hereby elects to amend certain provisions of Charter Ordinance Nos. 14 and 20 and to adopt new and substitute provisions of Chapter VI, Elections, Article 1, City Elections, currently codified as Sections 6-104, 6-105 and 6-106 of the City Code.

Section 3. The first sentence of Section III of Charter Ordinance No. 20 and the first sentence of Section II of Charter Ordinance No. 14, currently codified in Chapter VI,

Article 1, Section 6-105 entitled “Council Members Elections; Mayor Elections; Terms” and 6-106 entitled “Commencement of Terms of Office; Oath of Office”, are repealed, and replaced by the following provisions;

Section 6-105 of the Code of the City of Prairie Village, Kansas is hereby amended to read as follows:

6-105. COUNCIL MEMBERS ELECTIONS; MAYOR ELECTIONS; TERMS.

- (a) **November Elections.** Commencing in 2017, city elections will be held on the Tuesday succeeding the first Monday in November.
- (b) **Council Member Terms of Office Shortened.** The terms of council members elected in the April, 2014 election shall expire on the second Monday in January 2018 when the council members elected in the November, 2017 election take office. The terms of council members elected in the April, 2016 election shall expire on the second Monday in January of 2020, when the council members elected in the November, 2019 general election take office.
- (c) **Mayor Term of Office Shortened.** The term of mayor elected in the April, 2015 election shall expire the second Monday in January, 2019, when the mayor elected in the November, 2018 general election takes office.
- (d) **Council Member Elections in Odd-Numbered Years.** Each ward of the city shall have two councilmembers with staggered terms so that one council member from each ward shall be elected at each odd-numbered year election by qualified voters within such ward. Commencing with the general election on the Tuesday succeeding the first Monday in November of 2017, there shall be a general election for the offices of all council members completing their current terms of office in January of 2018. All elected city officers not then completing their current terms, shall continue to hold their respective offices until said terms are completed or said offices are otherwise vacated. Thereafter, there shall be elected one council member from each ward at the general election on the Tuesday succeeding the first Monday in November of every odd-numbered year.
- (e) **Mayor Elections in Even-Numbered Years.** The office of Mayor shall be elected in even-numbered years by qualified voters from the city at large. There shall be a general election on the Tuesday succeeding the first Monday in November of 2018 for the office of mayor completing the current term of office in January of 2019. Thereafter, the general election of mayor shall be held on the Tuesday succeeding the first Monday in November of every fourth even-numbered year.

6-106 Commencement of Terms of Office; Oath of Office.

- (a) The terms of office for all city officials elected after January 1, 2017 shall commence on the second Monday in January following certification of the election and shall be for four years and until a successor is elected and qualified. No person shall be eligible to the office of the council member who is not at the time of his or her election an actual resident of the ward for which he or she was elected. All elected officers shall be qualified electors of the City under the constitution of the State of Kansas.
- (b) Every person elected or appointed to city office, before entering upon the duties of such office, shall take and subscribe an oath or affirmation as specified in K.S. A. 54-106, and amendments thereto, and every such oath or affirmation shall be filed with the city clerk.

Section 4. Those provisions of Charter Ordinance Nos. 14 and 20 or other City ordinances, in conflict herewith are hereby repealed.

Section 5. If for any reason any chapter, article, section, subsection, sentence, portion or part of this proposed Ordinance set out herein, or the application thereof to any person or circumstances is declared to be unconstitutional or invalid, such decision will not affect the validity of the remaining portions of this Code or other Ordinances.

Section 6. This ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

Section 7. THIS IS A CHARTER ORDINANCE AND SHALL TAKE EFFECT 61 DAYS AFTER FINAL PUBLICATION UNLESS WITHIN 60 DAYS OF ITS FINAL PUBLICATION A PETITION SIGNED BY A NUMBER OF ELECTORS OF THE CITY OF PRAIRIE VILLAGE EQUAL TO NOT LESS THAN TEN PERCENT OF THE NUMBER OF ELECTORS WHO VOTED AT THE LAST PRECEDING REGULAR CITY ELECTION SHALL BE FILED IN THE OFFICE OF THE CITY CLERK OF PRAIRIE VILLAGE, DEMANDING AN ELECTION ON THE CHARTER ORDINANCE, IN WHICH CASE THE CHARTER ORDINANCE SHALL BECOME EFFECTIVE ONLY IF AND WHEN APPROVED BY A MAJORITY OF THE ELECTORS VOTING THEREON.

PASSED by the Governing Body not less than two-thirds of the members elect voting in favor thereof on this 2nd day of November, 2015.

Laura Wassmer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM

Catherine P. Logan, City Attorney

CHARTER ORDINANCE NO. 27

A CHARTER ORDINANCE EXEMPTING THE CITY OF PRAIRIE VILLAGE, KANSAS, FROM THE PROVISIONS OF K.S.A. 25-2108a AND AMENDING CHARTER ORDINANCE NO. 24 AND REPEALING.

WHEREAS, the City of Prairie Village adopted Charter Ordinance No. 24 June 15, 2009 which became effective on August 15, 2009;

WHEREAS, K.S.A. 25-2108a has been amended; and

WHEREAS, the City desires to amend and repeal Charter Ordinance No. 20.

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

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

SECTION 1. The City of Prairie Village, Kansas, by the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, hereby elects to exempt itself and make inapplicable to it the provisions of K.S.A. 25-2108a, and any amendments thereto, which is applicable to the City of Prairie Village but the act of which it is a part is not uniformly applicable to all cities, and the City hereby provides further substitute and additional provisions as set forth herein.

SECTION 2. Primary elections.

(a) There shall be a primary election of city officers on the Tuesday preceding by five weeks the first Tuesday in April of every year that the City of Prairie Village has an April city election, except as otherwise provided in subsection (b) of this section, and on the first Tuesday in August of each odd-numbered and even-numbered year, if needed, in every year that the City of Prairie Village has a November city election.

(b) A primary election shall be held only if needed to reduce the number of candidates for each office in the general election to no more than two (2) candidates. No primary election for city officers shall be held unless by holding such primary one (1) or more persons will be eliminated as candidates for office. In the event there are not more than two (2) candidates for any one office, the names of the candidates for such office shall not appear on the primary election ballots, and there shall be no primary election for city officers, but the names of such candidates shall be placed on the general city election ballot.

SECTION 3. Severability.

In the event that any portion or section of this Charter Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, that decision

shall not in any manner affect the remaining portions of this section of this ordinance or chapter which shall remain in full force and effect.

SECTION 4. Publication

This ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

SECTION 5. Effective Date.

THIS IS A CHARTER ORDINANCE AND SHALL TAKE EFFECT 61 DAYS AFTER FINAL PUBLICATION UNLESS WITHIN THE 60 DAYS OF ITS FINAL PUBLICATION A PETITION SIGNED BY A NUMBER OF ELECTORS OF THE CITY OF PRAIRIE VILLAGE EQUAL TO NOT LESS THAN TEN PERCENT OF THE NUMBER OF ELECTORS WHO VOTED AT THE LAST PRECEDING REGULAR CITY ELECTION SHALL BE FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF PRAIRIE VILLAGE DEMANDING AN ELECTION ON THE CHARTER ORDINANCE, IN WHICH CASE THE CHARTER ORDINANCE SHALL BECOME EFFECTIVE ONLY IF AND WHEN APPROVED BY A MAJORITY OF THE ELECTORS VOTING THEREON.

PASSED by the Governing Body of the City of Prairie Village, Kansas, with not less than two-thirds of the members elect voting in favor thereof on November 2, 1015.

Signed: _____
Laura Wassmer, Mayor

ATTEST:

Signed: _____
Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM:

Signed: _____
Catherine P. Logan, City Attorney

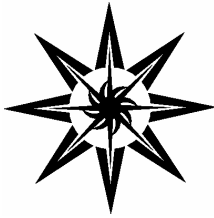
THIS TABLE ILLUSTRATES APRIL, 2016 ELECTIONS FOR GROUP 1 AND CHANGES COUNCIL ELECTIONS TO ODD YEARS [AFTER 2016] AND MAYOR ELECTIONS TO EVEN YEARS

GROUP 1 INCUMBENTS: Weaver, Hopkins, Wang, Morehead, Morrison, Odell

GROUP 2 INCUMBENTS: Nelson, Noll, Mikkelson, Myers, Runion, Gallagher

GROUP 3 – MAYOR: Laura Wassmer

ELECTION DATES	Group 1 current term expires as scheduled, 2016 Election for shortened 45 mos term April, 2016 – January 2020 to convert to odd year cycle and election for 4 year terms thereafter	Group 2 current term shortened to 1/2018 (3 mos) to convert to odd year cycle then election for 4 year terms thereafter	Group 3 current term shortened to 1/2019 (3 mos) to convert to even year cycle then election for 4 year terms thereafter
April 2016	Election for 45 mos term = 4/2016 – 1/2020		
November 2016			
November 2017		Election for 4 yr. term = 1/2018 – 1/2022	
November 2018			Election for 4 yr. term = 1/2019 – 1/2023
November 2019	Election for 4 yr. term = 1/2020 – 1/2024		
November 2020			
November 2021		Election for 4 yr. term = 1/2022 – 1/2026	
November 2022			Election for 4 yr. term = 1/2023 – 1/2027
November 2023	Election for 4 yr. term = 1/2024 – 1/2028		
November 2024			
November 2025		Election for 4 yr. term = 1/2026 – 1/2030	
November 2026			Election for 4 yr. term = 1/2027 – 1/2031
November 2027	Election for 4 yr. term = 1/2028 – 1/2032		



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 19, 2015
Council Meeting Date: October 19, 2015

CONSIDER DESIGN AGREEMENT WITH AFFINIS CORP FOR THE DESIGN OF THE 2016 PAVING AND DRAINAGE PROGRAMS.

RECOMMENDATION

Move to approve the design agreement with Affinis Corp for the design of the 2015 Paving and Drainage Programs in the amount of \$185,894.00.

BACKGROUND

Affinis Corp was selected to be the City's construction administration consultant for 2014, 2015, and 2016. Affinis Corp has been working for the City for the last several years and has performed very well. The contract contains a tentative list of streets for the 2016 Paving Program. This list will be evaluated in the coming months for prioritization based on street condition.

This agreement is for the design of the 2016 Paving and Drainage Programs. Construction is anticipated to begin in Summer 2016.

FUNDING SOURCE

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

2016 Paving Program (PAVP2016) -	\$104,060.00
2016 Drainage Project (DRAIN16x) -	\$81,834.00
Total	<hr/> \$185,894.00

RELATED TO VILLAGE VISION

- TR1c. Ensure that infrastructure improvements meet the needs of all transportation users.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*

ATTACHMENTS

1. Design Agreement with Affinis Corp

PREPARED BY

Melissa Prenger, Senior Project Manager

October 13, 2015

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECT PAVP2016- 2016 PAVING PROGRAM
PROJECT DRAIN16X- 2016 STORM DRAINAGE REPAIR PROJECT

THIS AGREEMENT, made at the Prairie Village, Kansas, this ___ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, and Affinis Corp, a corporation with offices at 8900 Indian Creek Parkway, Suite 450, Overland Park, KS, 66210 hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2016 Paving Program and the 2016 Storm Drainage Repair Project, hereinafter called the “**Project**”,

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

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

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

Article I City Responsibilities

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

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

- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.
- G. The City has funded the 2016 Paving Project which may include the following streets:
 - 1. 72nd Street, Stateline Road to High Drive - mill & overlay with new sidewalk
 - 2. 70th Terrace, Nall to Reeds - mill & overlay with new sidewalk
 - 3. Howe Drive Cul-de-sac off of 77th Street - mill & overlay with new sidewalk
 - 4. 64th Terrace, Hodges Drive to Nall Avenue - mill & overlay with concrete repair
 - 5. Dearborn Drive, 79th Street to 81st Street - mill & overlay with concrete repair
 - 6. Dearborn Circle off of Dearborn Drive - mill & overlay with concrete repair
 - 7. Dearborn Drive Cul-de-sac off of Dearborn Drive - mill & overlay with concrete repair
 - 8. Oxford Road - Tomahawk Road to 69th Street, mill & overlay
 - 9. Belinder Avenue, 75th Street to Somerset Drive - mill & overlay with concrete repair
 - 10. 82nd Terrace, Somerset Drive to Roe Avenue - mill & overlay with concrete repair
 - 11. Booth Drive, 75th Street to 78th Street - mill & overlay with concrete repair and new storm sewer
 - 12. Fontana Street, 91st Street to 92nd Terrace - mill & overlay with concrete repair
 - 13. 69th Street, Fonticello Street to Roe Avenue - mill & overlay with concrete repair
 - 14. Tomahawk Road Trail, 71st Street to Mission Road - new asphalt trail
 - 15. Additional streets as funding allows
- H. The City has funded the 2016 Storm Drainage Repair Program which may include the following projects:
 - 1. 82nd Street and Roe Avenue Concrete Channel Repair
 - 2. 84th Street and Reinhardt Storm Drainage Project
 - 3. Booth Drive, 75th Street to 78th Street

Article II Consultant Responsibilities

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

Article III Scope of Services

- A. Design Phase:** Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited to, these phases and tasks. The scope is generally defined below.
1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
 2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
 3. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.
 4. Conduct field reconnaissance with City to evaluate and identify:
 - a. Design issues.
 - b. Identify existing drainage components in project area (location, size, material, capacity, storm design adequacy and condition).
 - c. Need for drainage improvements.
 - d. Need for full depth pavement repairs.
 - e. Need for sidewalk replacement.
 - f. Location for new sidewalk.
 - g. Need for curb and gutter replacement.
 - h. Need for and limits of driveway replacement.
 - i. Need for which type of ADA ramps.
 - j. Utility locations and conflicts.
 - k. Tree conflicts.
 5. Perform topographic and field survey of identified project locations. Areas requiring topographic survey are:
 - a. 2016 Paving -
 - (1) Locations where new sidewalk is to be designed and constructed. Topographic survey shall be on one side of street only, from back of curb to behind right of way line and shall include curb returns at intersections:
 - (a) 72nd Street, Eaton Street to High Drive
 - (b) 70th Terrace, Nall Avenue To Reeds Drive
 - (c) 87th Street, Mission Road to Delmar Road
 - (d) Booth Drive, 75th Street to High Drive
 - (e) Tomahawk Road, 71st Street to Mission Road
 - b. The City has funded the 2016 Storm Drainage Repair Project with:
 - (1) 82nd Street and Roe Avenue - Concrete channel repair, approximately 300 linear feet.
 - (a) Survey shall consist of the existing concrete channel from 82nd Terrace to 82nd Street and topographic survey of the yards between the houses adjacent to the channel.
 - (2) 84th Terrace and Reinhardt Street

(a) Survey shall consist of existing storm system in the street and backyards, intersections at 84th Terrace and 84th Street, and topographic survey of the yards along the stormsewer alignment and runoff overflow paths.

(3)Booth Drive

(a) Survey shall include the existing storm system between 77th Street and 76th Street and topographic survey from right-of-way to right-of-way between 77th Street and High Drive.

6. Gather aerial and topographic data from Johnson County AIMS mapping for all project locations.
7. Record location of existing traffic markings and review for compliance with MUTCD and City standards.
8. Identify location of bench marks and section markers.
9. Prepare preliminary construction plans (60%).
 - a. Project title sheet.
 - b. General site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.
 - c. Plan sheets for street improvements showing all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.
 - d. Typical sections.
 - e. Cross sections for streets with a detailed topographic survey.
 - f. City details drawings and other special details pertinent to the project.
 - g. Traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction.
10. Submit one set (one full size and one half size) of preliminary (60% completion) construction plans for City review.
11. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
12. Perform field check with City.
13. Schedule, prepare for and attend two (2) public meetings for the project. The City will be responsible for sending notifications to the residents and property owners.
14. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
15. Attend and prepare minutes for up to four (4) project meetings and disperse the minutes to City representative and all other attendees within five working days.
16. Prepare final documents base of review and comments from City and other review agencies of the preliminary plans.
17. Prepare final project manual for City review.
18. Submit one half size set of final (95%) plans and specifications for City review.

19. Submit one half-size set of final (95%) plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
20. Prepare a final opinion of probable construction cost.
21. Prepare bid documents for the project using the City's standard documents for the Paving Program and the Storm Drainage Repair Program. Items listed in the Bidding Services and Construction Services Phases shall be performed for each bid package.
22. Provide one hard copy and electronic copy of any report or plans. Provide files of the plans in PDF Format.

B. Bidding Services Phase

Bidding services will be provided for each program separately and include the following.

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

C. Construction Services Phase

Construction services will be provided for each program separately and include the following.

1. Prepare for attend preconstruction meeting with City and Contractor. Prepare and distribute meeting notes.
2. Provide periodic consultation by telephone or email to assist with construction issues.
 - a. Consultation will be initiated by Client and/or Construction Representative.
 - b. Consultant shall provide documentation on invoice that provides a brief description of the issue and/or activity.
 - c. Any consultation resulting from a design error by the Consultant shall be excluded from this scope of work and shall be provided at the expense of the Consultant.
3. Review shop drawings and submittals.

4. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
5. Prepare final record drawings which reflect:
 - a. Minor design changes.
 - b. Changes made in the field by City representatives and are marked on the construction plan set.
6. Submit to the City electronic CAD files and TIFF images of the revised sheets.
7. Attend construction progress meetings as directed/requested by the Client. Four (4) meetings are budgeted.

Article IV Time Schedule

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

Design Phase	Due by January 15, 2016
Bid Advertisement Date	February 2, 2016
Letting Date	March 3, 2016

Article V Compensation

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

2016 Paving Project

Design Phase	\$ <u>93,460.00</u>
Bidding Services Phase	\$ <u>5,000.00</u>
Construction Services Phase	\$ <u>5,600.00</u>
Total Fee for Paving Project	\$ <u>104,060.00</u>

2016 Storm Drainage Repair Project

Design Phase	\$ <u>71,234.00</u>
Bidding Services Phase	\$ <u>5,000.00</u>
Construction Services Phase	\$ <u>5,600.00</u>
Total Fee for Drainage Project	\$ <u>81,834.00</u>

Total Fee \$185,894.00

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

Article VI General Provisions

- A. Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant’s projected schedules.
- B. Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant’s error shall be brought immediately to the City’s attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City’s satisfaction.
- C. Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore

whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
 2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
 4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
 5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included

in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

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

person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

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

City:

City of Prairie Village, Kansas

By:

Laura Wassmer, Mayor

Address for giving notices:

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

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

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

Affinis Corp

By

Clifton M. Speegle, PE

Address for giving notices:

Affinis Corp

8900 Indian Creek Parkway, Suite 450
Overland Park, KS 66210

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

APPROVED AS TO FORM BY:

Catherine P. Logan, City Attorney



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 19, 2015
Council Meeting Date: October 19, 2015

CONSIDER DESIGN AGREEMENT WITH HOLLIS + MILLER ARCHITECTS FOR THE DESIGN OF THE CITY HALL / POLICE DEPARTMENT ENTRANCE.

RECOMMENDATION

Move to approve the design agreement with Hollis + Miller Architects for the design of the City Hall / Police Department entrance Conceptual Design Phase Project in the amount of \$18,000.00.

BACKGROUND

Hollis + Miller was selected by committee in 2010 to begin a re-design of the City Hall entrance and ADA enhancements. The project was paused due to budget cuts and other priorities.

After discussion and tour with Council, staff suggested initiating the project with a conceptual design phase that includes a presentation of developed site plans for selection by Council.

The City Hall/Police Department entrance project is included in the CIP plan as a 2016 construction project at \$430,000 with design fees budgeted at \$70,000.

RELATED TO VILLAGE VISION

- TR1c. Ensure that infrastructure improvements meet the needs of all transportation users.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*

ATTACHMENTS

1. Design Agreement with Hollis + Miller Architects

PREPARED BY

Melissa Prenger, Senior Project Manager

October 13, 2014

AGREEMENT FOR PROFESSIONAL SERVICES

For

DESIGN SERVICES

Of

BG500001 City Hall Courtyard

THIS AGREEMENT, made at the Prairie Village, Kansas, this 5th day of October, 2015 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 Hollis + Miller Architects, a corporation with offices at 8205 W. 108th Terr., Overland Park, KS, hereinafter called the “Consultant”.

WITNESSED, THAT WHEREAS, City has determined a need to retain an Architect for Design Services of City Hall Courtyard, hereinafter called the “Project”,

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

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

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

1 CITY RESPONSIBILITIES

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

- 1.6 The City has funded approximately \$450,000 for the final construction project with the following proposed locations of work:
 - 1.6.1 Description of work: Conceptual plans for design of City Hall Courtyard located at 7700 Mission Road.

2 CONSULTANT RESPONSIBILITIES

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

3 SCOPE OF CONSULTANT SERVICES

Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited to, these phases and tasks. The scope is generally defined below and in more details in Exhibit A.

3.1 Concept Study

- 3.1.1 Schedule and attend one startup meeting with the City to confirm project goals, schedule, budget and expectations. Project number, budget and project philosophy will be discussed.
- 3.1.2 Review available plans, previous studies, and pertinent information regarding the Project with City staff.
- 3.1.3 Make on site field investigations as required, to define and to verify Project construction needs, limits, alignment, underground utilities, nature and extent of proposed Project. Special attention will be given to facilities, and other items needed to define clearly the Project intent.
- 3.1.4 Prepare a schematic plan.
- 3.1.5 Prepare an estimate of probable cost detailing typical construction pay items, separate consulting costs,. Add to the total of construction, consulting and other costs a contingency of 20 percent.
- 3.1.6 Attend monthly meetings with City to review and prioritize the preliminary findings.
- 3.1.7 Keep minutes of all meetings and disperse to all attendees within five work days.

3.2 Schematic Design

Following review and approval of feasibility study phase by the City and after the City issues a notice to proceed with this phase; the Consultant shall proceed to provide these services:

- 3.2.1 Prepare preliminary documents for construction. Preliminary construction documents shall show the nature and extent of improvements, the conditions under which the Contractor shall work and the general conditions of contractual relations.
- 3.2.2 Preliminary plans shall include:
 - 3.2.2.1 Cover Sheet
 - 3.2.2.2 Typical Sections
 - 3.2.2.3 Preliminary Plan
 - 3.2.2.4 Standard Detail Sheets
 - 3.2.2.5 Special Detail Sheets
- 3.2.3 Present one set of preliminary plans each to the City and to the other appropriate governmental agencies and utility companies as required.
- 3.2.4 Prepare an estimate of probable cost detailing typical construction pay items, separate consulting costs. Add a contingency fee of 20 percent to the sum of the construction cost, consulting fees and other pertinent costs.
- 3.2.5 Attend one public information meeting with a representative committee of City Council.
- 3.2.6 Keep minutes of all meetings and disperse to all attendees within five working days.
- 3.2.7 Conduct a field check of plans with City staff.

4 TIME SCHEDULE

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

preventing continued performance and the efforts being made to resume performance of this Agreement.

- 4.5 Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:
 - 4.5.1 Concept Phase: November 15, 2015
 - 4.5.2 Schematic Design Phase: January 15, 2016

5 COMPENSATION

- 5.1 The City agrees to pay the Consultant as maximum compensation as defined in Exhibit B for the scope of services the following fees:
 - 5.1.1 Total Schematic Design Fees - \$18,000
- 5.2 The compensation will be billed by Phase detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and Direct Non-Salary Costs.
- 5.3 The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- 5.4 All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of sub-consultant services and detail list of Direct Non-Salary Costs.
- 5.5 The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

6 GENERAL PROVISIONS

- 6.1 **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- 6.2 **Quantity Errors:** Negligent omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- 6.3 **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment

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

6.4 Insurance:

- 6.4.1 The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- 6.4.2 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.
- 6.4.3 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- 6.4.4 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the

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

- 6.5 **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- 6.6 **Termination for Convenience.** The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization
- 6.7 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
- 6.8 **Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- 6.9 **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 6.10 **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- 6.11 **Successors and Assigns:**

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

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

City:

City of Prairie Village, Kansas

By: _____

Laura Wassmer, Mayor

Address for giving notices:

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

Telephone: 913-385-4600

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

Hollis + Miller Architects

By: _____

Chris Heinz, RA
Partner

Address for giving notices:

Hollis + Miller Architects
8205 W. 108th Terr.
Overland Park, KS 66210

Telephone: 913-451-8886

APPROVED AS TO FORM BY:

Catherine Logan, City Attorney

EXHIBIT A

Project Scope

The goal of the project is to provide public ADA access to the Police and City Hall entries, materials should be complimentary to the existing building, incorporate signage, a possible water feature and new landscaping. Study the potential relocation of the visitors parking from the eastern to the western side of the entry drive. Site area for consideration includes the exterior space between the Police and City Hall entries and from the driveway's western curb line to the east façade of the building. This initial phase will be to design to a schematic design level showing overall site layout, circulation, major design features and compatibility with the existing building.

EXHIBIT B

1. Project Description

- Redesign the entry procession from the visiting parking stalls to the City Hall and Police public entrances. The routes will meet ADA while creating an aesthetically pleasing experience for all visitors. A water feature may be incorporated into the final design.

2. Scope of Schematic Design Services\$ 18,000

- Schematic Design

- Provide (3) site design concepts to be presented to City Council.
- Designs will include grading concepts to resolve ADA issues
- Designs will include an overall landscape concepts and plant massing.
- Designs will study a new possible year around water feature and the relocation of existing flagpoles.
- Relocate existing artwork as needed.
- Study the potential relocation advantages of visitor parking to the west side of the entry drive.
- Designs will also indicate existing construction and landscaping that may be demolished.
- Selection by City Council
- Provide a site survey specific to the project area only.



PUBLIC WORKS DEPARTMENT

Council Meeting Date: October 19, 2015

CONSIDER PROJECT 2015 PARKS IMPROVEMENTS CONSTRUCTION CHANGE ORDER #1 (FINAL)

RECOMMENDATION

Move to approve Construction Change Order #1 (Final) with Primetime Contracting Corporation for 2015 Parks Improvements for \$9,189.40.

BACKGROUND

This Final Change Order reflects the final field measured quantities for all bid items.

The designed park projects in Bennett and Taliaferro included nature play areas, sand play, walking trails and play mounts.

Additional demolition and concrete quantities were included in the project to remove and/or replace deteriorated concrete in Bennett and Taliaferro Park that were not part of the designed park project.

The final contract amount with Primetime Contracting Corporation for the project will be \$214,389.40.

FUNDING SOURCE

Funds for this work will be transferred from the Parks Reserve to the 2015 Parks Program in the amount of \$9,189.40.

RELATED TO VILLAGE VISION

CFS2.b. Enhance parks for active and passive recreation through capital improvements such as landscaping, tree and flower planting, shelters picnic facilities, athletic fields, etc.

ATTACHMENTS

1. Construction Change Order #1 (FINAL) with Primetime Contracting Corporation.

PREPARED BY

Melissa Prenger, Senior Project Manager

October 13, 2015



CITY OF PRAIRIE VILLAGE
PUBLIC WORKS DEPARTMENT
CONSTRUCTION CHANGE ORDER NO. 1 and Final

City's Project: BG450001 and BG050001 - 2015 Park Improvements

Date Requested: October 14, 2015

Contract Date: July 6, 2015

Consultant's Name: Indigo Design, Inc.

Contractor's Name: Primetime Contracting

REQUIRED CHANGES TO PRESENT CONTRACT

Contract Quantity	Previous Amount	Unit	Item Description	Adj. Quant.	Unit Price	Adjusted Amount
0	\$0.00	LS	Finalizing Quantities for the 2015 Park Improvements	LS	\$9,189.40	\$9,189.40

TOTAL

TOTAL
 Net Increase

EXPLANATION OF CHANGE - This change order is to cover the following items:

Finalizing quantities for the 2015 Park Improvements- Funding- 2015 Parks Program Budget - \$9,189.40

The Consultant does **not** anticipate a related Engineering Change Order.

	Contract Value	Contract Days
Original Contract	\$205,200.00	
Current Contract including previous Change Orders	\$205,200.00	
NET This Change Order	\$9,189.40	
New Contract Price	\$214,389.40	

Contractor

Date

Melissa Prenger, Senior Project Manager
City of Prairie Village, KS

Date

Laura Wassmer, Mayor
City of Prairie Village, KS

Date

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, October 19, 2015
7:30 PM**

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **INTRODUCTION OF STUDENTS & SCOUTS**

V. **PRESENTATIONS**

Update from First Washington regarding Village and Corinth Shops

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 the regular City Council meeting minutes - October 5, 2015
2. Approve the special City Council meeting minutes - October 12, 2015
3. Approve Claims Ordinance 2935

VIII. **COMMITTEE REPORTS**

Council Committee of the Whole

- COU2015-35 Consider renewing City's health, dental, and vision insurance providers as recommended by City staff
- COU2015-37 Consider approval of a design agreement with Affinis Corporation for the design of the 2016 paving and drainage programs
- COU2015-38 Consider approval of a design agreement with Hollis and Miller Architects for the conceptual design phase of the City Hall courtyard
- COU2015-39 Consider 2015 park improvements construction change order #1 (final)

IX. MAYOR'S REPORT

X. STAFF REPORTS

XI. OLD BUSINESS

Update on Consolidated Fire District No. 2 Station Location

XII. NEW BUSINESS

XIII. EXECUTIVE SESSION

XIV. ANNOUNCEMENTS

XV. ADJOURNMENT

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

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

CONSENT AGENDA
CITY OF PRAIRIE VILLAGE

October 19, 2015

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
October 5, 2015**

The City Council of Prairie Village, Kansas, met in regular session on Monday, October 5, 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, Brooke Morehead, Sheila Myers, Dan Runion, David Morrison, Ted Odell and Terrence Gallagher.

Staff present was: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Public Works Director; 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.

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

INTRODUCTION OF STUDENTS & SCOUTS

No scouts or students were in attendance.

PUBLIC PARTICIPATION

Kathy Peterson, 10804 Horton, Overland Park, formerly of Prairie Village, was present with several others to show their support of the Prairie Village Skate Park. Mrs. Peterson presented the history of the three and a half year campaign to raise funds for

the construction of the skate park in the early 2000's during which more than \$65,000 was raised. She noted the project partnered with the Arts Council on the project which was designed to allow for outside activities to be held with a stage placed over the skate park as it is done for the Prairie Village Jazz Festival. The committee consisted primarily of 12 year olds, some of whom are present this evening as adults. Mrs. Petersen called upon Sean Stenger, a former committee member to speak.

Sean Stenger, 4617 West 72nd Street, addressed the Council regarding the value of the skate park to the community. He acknowledged the cost to the city to maintain the facility suggesting that \$20,000 be placed in reserves annually for this expense. The Tony Hawk Foundation recently surveyed police officers from over 37 states regarding the impact of skate parks on their community. The responses of the officers were very positive. Mr. Stenger noted that he was pleased to be able to be involved in the skate park process as a student and have the opportunity for civic engagement. He urged the City Council to continue the openness and engagement with the community that made the skate park possible.

Ted Odell expressed his support and noted that earlier discussion was solely the issue of budgeting for the funds that will be needed in the near future for the reconstruction of the skate park. Terrence Gallagher clarified his earlier comments regarding the possible impact of the fire station locating on the municipal campus and the need to consider the possible relocation of the skate park to create the best plan for the station. He is supportive of the skate park and had no intention of removing the skate park acknowledging its value to the community for residents and non-residents alike.

Steve Reardon and Kate Danner, 7426 Rosewood Circle, addressed the Council regarding the unsafe situation in their area. Mr. Reardon distributed photos and information to further demonstrate their concerns. Mr. Reardon is concerned with the eleven foot drop in elevation from the street level to their property and noted a similar situation for the adjacent Ashbury Church property. The church has constructed a double chain-link fence around their play area to provide some protection if a vehicle went off the road onto their property. Mr. Reardon would like to see a concrete retaining wall constructed with a metal railing on top to provide greater protection. Ms Danner noted a similar retaining wall two feet off the sidewalk is currently being constructed further to the east in conjunction with the 75th Street project.

Terrence Gallagher asked if this was being considered as part of the 75th Street improvements. Keith Bredehoeft responded that there is no 75th Street project planned yet for the area to the west of Mission Road. Mr. Bredehoeft noted he is aware of the significant elevation change at that location.

Ruth Hopkins asked if something particular brought about this request. Mr. Reardon replied the runoff and erosion problems over the past year. Ms. Danner noted that this past year their neighbor across the street had a car go off the road into his back yard. This is a fairly high volume roadway.

Brooke Morehead asked how far this was from the Asbury playground area. Ms. Danner responded 400'. Mayor Wassmer asked if the wall was installed on public property by the City. Mr. Bredehoeft replied he believed that it is and at some time the city installed the wall and fence. He stated he is aware of the situation and they can certainly look into it further and determine where it would fit in the CIP program.

With no further comments, public participation was closed at 7:48 p.m.

CONSENT AGENDA

Mayor Wassmer asked if there were any items on the Consent Agenda that a Council member wanted removed. Terrence Gallagher requested item number 2 be removed as he has several questions that he would like answered. He referenced comments made at the last Council Committee Meeting opposing the removal of the traffic signal. He asked Mr. Bredehoeft what triggered the need for this traffic signal to be removed. Mr. Bredehoeft responded that Public Works had first started looking into whether the traffic light was a good fit for the intersection several years ago when Somerset Elementary closed. The department collaborated on a traffic study which found that the intersection no longer met any of the criteria for a traffic signal.

Mr. Gallagher noted that Mr. Bredehoeft had stated that traffic signals are unsafe and asked if he agreed and how many accidents had occurred at this intersection. Chief Schwartzkopf replied that over the past three years there have been four accidents at that location, three occurring on the Leawood side and one in Prairie Village. All were rear-end accidents. Mr. Gallagher responded that they were not caused by the traffic light but by drivers not paying attention. Chief Schwartzkopf replied the vehicles were slowing down because of the traffic light when hit by the cars behind them.

Mr. Gallagher asked if Chief agreed with Mr. Bredehoeft that traffic lights are unsafe. Mr. Bredehoeft replied that he did not state that they were unsafe but noted that they can create conflict points at intersections. Mr. Gallagher noted the minutes of the meeting stated Mr. Bredehoeft said they were unsafe. Mr. Gallagher asked Chief Schwartzkopf if he agreed that traffic signals are unsafe. Chief replied he does not believe in general that traffic signals are unsafe, but noted that he is not a traffic

engineer and that the study conducted by traffic engineers concluded that at this intersection they were not warranted.

Mr. Gallagher asked if Mr. Bredehoeft had reached out to the neighborhood. He responded that at this point in time he hasn't. Mr. Gallagher stated that he had and forwarded some of the responses he received to Council members to make them aware of the neighbor's opposition to the proposed action. He does not feel the removal of the traffic signal will create a cost savings for the city, particularly in view of having to add a crossing light at this intersection. He feels the traffic signal is effective and needed reminding the Council of the cyclist that was hit by a vehicle at that intersection.

Mr. Gallagher moved the City Council not authorize the removal of the traffic signal located at Somerset Drive and Belinder Avenue. The motion was seconded by David Morrison.

Sheila Myers asked if there was a period of protest. Mr. Bredehoeft reviewed the steps that would be taken prior to the removal of the traffic signal. Mrs. Myers asked if during that period of time, action could be taken to stop the removal of the traffic signal if merited. Mr. Bredehoeft replied the traffic study conducted by the city's traffic engineer evaluated the intersection and traffic signal based on established criteria and clearly found that the signal was not warranted. It is not a decision to be based on whether it is liked or not.

Ted Odell expressed concern with the removal of the traffic signal. He asked what could be done to ensure pedestrian safety. Mr. Bredehoeft responded that a crossing signal could be installed similar to the one installed by Weltner Park.

Mayor Wassmer called upon the city's consulting engineer.

Jeff Wilke, with TranSystems 2400 Pershing, reviewed the process for the evaluation of the traffic signal including a review of traffic counts and turning movements. The traffic volume at the intersection did not meet the criteria warranting a traffic signal. Jori Nelson asked when the study was conducted. Mr. Wilke responded traffic counts were taken on May 2 and May 13, 2014 over a 24 hour period. Ms. Nelson noted that was 18 months ago. Mr. Wilke responded that traffic volumes remain fairly consistent over the years in this location. Ms. Nelson asked staff why if they have been looking at this for over a year and a half it is just now coming to the Council.

Keith Bredehoeft replied that the Police Department and Public Works Department conducted the study last summer. The results of the study were shared with the City of Leawood, who shares in the cost of the traffic signal. Leawood wanted to wait a year before removing signal and it took a couple of months to get agreement from KCP&L for the removal creating the delay in bringing it forth to Council.

Ms. Nelson asked if notification of neighbors would be to property owners within 200' feet of the intersection. Mr. Bredehoeft noted no letters were sent at this point in time. Notification of the process that was going on was posted on the City's website.

Dan Runion feels the cost savings was minimal. He asked if the number of accidents at this intersection was higher than other intersections. Jeff Wilke replied that this is a low frequency area, rear-end accidents are higher at intersections.

Andrew Wang stated that he cannot support the motion noting that an engineering study that has been done determining that the intersection does not satisfy the criteria for a traffic signal. He doesn't feel that leaving the signal in is increasing public safety.

Terrence Gallagher noted that there is a low volume of accidents, no new cycling incidents have been recorded because of the safety device. Traffic and safety are not based on raw numbers of how many vehicles are going through the intersection, but on the driving habits and what is happening. He feels that removing the traffic signal would be opening the door to future accidents. He added that this City Council voted to narrow Mission Road because of safety concerns without conducting a traffic study.

Eric Mikkelson noted that the residents in this area have not had public input on this and they are the ones that will be most impacted by the change. He would like to see them have input.

David Morrison noted that lower speed traffic results in less injury if an accident occurs and traffic signals lower traffic speed. Without the traffic signal the potential for higher speed and greater injury would increase.

Mayor Wassmer called for a vote on the motion with the following votes cast: “aye” Weaver, Nelson, Mikkelson, Runion, Morrison, Odell and Gallagher; “nay” Hopkins, Noll, Wang, Myers and Morehead. The motion passed by a vote of 7 to 5.

Council President Brooke Morehead moved for the approval of the Consent Agenda for October 10, 2015 as amended:

1. Approve City Council Minutes - September 21, 2015
2. Removed.

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

COMMITTEE REPORTS

Council Committee of the Whole

COU2015-34 Consider purchase of two Ford F-550's to replace two dump trucks and disposal of asset #1111 and #1134 by auction

On behalf of the Council Committee of the Whole, Council President Brooke Morehead moved the City Council approve the purchase of two Ford F-550's from Shawnee Mission Ford in the amount of \$101,093.12 and the disposal of Asset #1111 and #1134 by auction. The motion was seconded by Andrew Wang and passed unanimously.

COU2015-35 Consider Resolution determining the intent of the Governing Body regarding certain provisions in the Meadowbrook Park and Village area project plan and proposed redevelopment district.

On behalf of the Council Committee of the Whole, Council President Brooke Morehead moved the City Council adopt Resolution 2015-04 determining the intent of the Governing Body regarding certain provisions in the Meadowbrook Park and Village area project plan and proposed redevelopment district pursuant to K.S.A. 12-1770, etc. seq. The motion was seconded by Ted Odell and passed unanimously.

Mayor's Report

Mayor Wassmer reported she gave her report at the earlier Council Committee Meeting with much of her focus the past two weeks on the Meadowbrook Project.

STAFF REPORTS

Mayor Wassmer reported that Staff Reports were presented at the earlier Council Committee of the Whole Meeting.

OLD BUSINESS

Consider pleadings for dismissal and agreed journal entry in pending lawsuits related to city's denial and approval of SUPs on the former Mission Valley School site.

City Attorney Katie Logan stated two lawsuits were filed against the City related to the issuance of Special Use Permits for an adult senior community at 8500 Mission Road. The first lawsuit was MVS, LLC, Plaintiff v. City of Prairie Village, KS, Defendant, 13CV06998 pending in the District Court of Johnson, KS challenging the denial by the City of the "first" application for Special Use Permit application by MVS, LLC for the Mission Valley site. The second lawsuit was Marsh, et. Al., Plaintiffs v. City of Prairie Village, KS Defendant, District Court of Johnson County, KS Case No. 13CV08544 challenging the granting by the City of the "second" application for a Special Use Permit for the Mission Valley Site. She noted that an appeal by the Plaintiffs of the Second Lawsuit is pending before the Kansas Supreme Court in Case No. 14-112706-AS.

Mrs. Logan stated that pursuant to a Settlement Agreement, the parties of the two lawsuits (excluding the City) agreed that upon an Ordinance approving a "third" application for a Special Use Permit on the Mission Valley Site becoming final without appeal, the lawsuits would be dismissed. This agreement specified certain provisions required in the "third" application, including conditions and a prohibition against a skilled nursing facility on the site.

The Governing Body adopted Ordinance No. 2336, approving the "third" application on August 17 and a summary was published on August 25, 2015. The thirty day statutory period for a lawsuit to challenge Ordinance No. 2336 expired on September 24, 2015. MVS, LLC has provided the City with a search of county records confirming that as of September 30, 2015, no lawsuit has been filed related to Ordinance 2336.

The Settlement Agreement contemplates that upon the expiration of the appeal period, by agreement of the parties, the First Lawsuit will be dismissed, the Second Lawsuit will be remanded to the District Court and the District Court will enter an agreed upon Entry of Judgment which prohibits a skilled nursing facility on the Mission Valley site.

For the above noted actions to be finalized, Counsel for MVS, LLC and the Marsh Plaintiff's have presented several documents for execution by the City. City Attorney Katie Logan requested Council authorization for Lathrop & Gage to execute these documents on behalf of the City.

Steve Noll moved the City Council authorize Lathrop & Gage to execute the following documents on behalf of the City of Prairie Village:

“Joint Stipulation of Dismissal” to be filed in District Court of Johnson County Case Number 13CV06998

“Joint Motion to Remand to District Court for Entry of Agreed Journal Entry of Judgment” to be filed in Kansas Supreme Court Case No. 14-112706-AS

“Agreed Journal Entry of Judgment” to be filed in District Court of Johnson County Case No. 13CV08544

The motion was seconded by Ted Odell and passed unanimously.

NEW BUSINESS

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

Committee meetings scheduled for the next two weeks include:

Planning Commission	10/06/2015	7:00 p.m.
Prairie Village Tree Board Fall Seminar	10/07/2015	7:00 p.m.
Jazz Fest Committee	10/08 /2015	5:30 p.m.
Special Planning Commission @ Meadowbrook	10/12/2015	5:00 p.m.
Special City Council Meeting @ Meadowbrook	10/12/2015	5:30 p.m.
Council Worksession @ Meadowbrook	10/12/2015	6:00 p.m.
Park & Recreation Committee	10/14/2015	6:30 p.m.
Council Committee of the Whole	10/19/2015	6:00 p.m.
City Council	10/19/2015	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present the 2015 State of the Arts Exhibit featuring selective artists using multi-media in the R. G. Endres Gallery during the month of October. The artist reception will be Friday, October 9th, from 6:00 - 8:00 p.m. with awards announced at 7:30 p.m.

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

The Annual Tree Board Seminar will be held on Wednesday, October 7th in the Council Chambers of City Hall from 7 to 8 p.m.

The Annual League of Kansas Municipalities will be held October 10 - 12, 2015 in Topeka.

Save the Date - The Northeast Johnson County Chamber of Commerce Annual Gala will be held on Saturday, November 21st.

ADJOURNMENT

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

Joyce Hagen Mundy
City Clerk

**SPECIAL CITY COUNCIL
CITY OF PRAIRIE VILLAGE
October 12, 2015**

The City Council of Prairie Village, Kansas, met in special session on Monday, October 12, 2015 at 5:30 p.m. at the Meadowbrook County Club, 9101 Nall Avenue, 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, Eric Mikkelson, Sheila Myers, Brooke Morehead, Dan Runion, David Morrison, Ted Odell and Terrence Gallagher.

Also present were: Katie Logan, City Attorney; Quinn Bennion, City Administrator; Wes Jordan, Assistant City Administrator, Nolan Sunderman, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

Also present in their advisory capacity were Financial Advisor Jeff White with Columbia Capital Management; Bond Counsel Gary Anderson with Gilmore & Bell and planning consultant PJ Novick with Confluence.

NEW BUSINESS

Consider Approval of a resolution setting the date for a public hearing for the adoption of a redevelopment project plan for the Park and Village area in the Meadowbrook Redevelopment District

Quinn Bennion thanked the Council members for their willingness to hold this special meeting and meet jointly with other entities involved in this project to keep the project moving forward.

The City of Prairie Village, Johnson County, Johnson County Park & Rec District (JCPRD), JoCo Wastewater and VanTrust Real Estate LLC, have been working together to redevelop the former Meadowbrook Country Club. As currently proposed, the Meadowbrook redevelopment project would establish an approximately 80 acre public park and a mixed-use development to include a senior living project, luxury apartments, townhomes, single-family residential homes, and a boutique hotel.

The City Council created a redevelopment district on September 8, 2015. The redevelopment district consists of two redevelopment project areas: the Park and Village Area and the Commercial Area. Each project area has its own Project Plan

The Meadowbrook redevelopment project will use TIF funds from within the Park and Village project area to finance the park acquisition, park improvements and other public infrastructure items. Currently, the financing plans for the Meadowbrook project include TIF bond financing for 20 years or less. All property taxes which the owner is currently required to pay will continue. The project elements financed by TIF funds will be detailed in the development agreement by and between the City and VanTrust and through other related agreements. The amount of TIF financing is currently estimated between \$15M to \$18M.

Mr. Bennion had distributed the Vision Book submitted by VanTrust Real Estate with the submittal to the Planning Commission for approval of rezoning of this property. He noted this is a draft currently under review by staff and yet to be reviewed by the Planning Commission.

Mr. Bennion explained that the resolution is similar to the District plan process. The resolution sets the date for a public hearing at a regularly scheduled Council meeting on November 16, 2015.

Brooke Morehead moved the City Council adopt Resolution 2015-04 setting the Monday, November 16 at 7:30 p.m. for a public hearing for the adoption of a redevelopment project plan for the Park and Village area in the Meadowbrook Redevelopment District. The motion was seconded by Ashley Weaver and passed unanimously.

ADJOURNMENT

With no further business to come before the City Council the special meeting was adjourned at 5:38 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

October 19, 2015

Copy of Ordinance
2935

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	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
10739-10743	9/3/2015	10,703.67	*
10744	9/4/2015	957.92	*
10745-10829	9/11/2015	209,975.31	*
10830-10832	9/15/2015	2,890.58	*
10833-10834	9/18/2015	1,669.45	*
10835-10954	9/25/2015	866,311.25	*
Payroll Expenditures			
9/4/2015		281,174.08	*
9/18/2015		272,438.97	*
Electronic Payments			
Electronic Pmnts	9/8/2015	3,501.68	*
Electronic Pmnts	9/10/2015	1,789.50	*
Electronic Pmnts	9/11/2015	20,647.83	*
Electronic Pmnts	9/15/2015	1,464.83	*
Electronic Pmnts	9/22/2015	2,340.27	*
Electronic Pmnts	9/24/2015	3,051.68	*
Electronic Pmnts	9/25/2015	232.92	*
Electronic Pmnts	9/26/2015	23,834.98	*
TOTAL EXPENDITURES:			1,702,984.92
Voided Checks	Check #	(Amount)	
KDOR	0 ACH	(1,811.86)	
Multiple Services Equipment Co	10917	(260.00)	
TOTAL VOIDED CHECKS:			(2,071.86)
GRAND TOTAL CLAIMS ORDINANCE			1,700,913.06

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

Passed this 19th day of October 2015.

Signed or Approved this 19th day of October 2015.

(SEAL)
ATTEST: *Julding L. Kirby* 10-8-15
City Treasurer

ATTEST: *[Signature]* 10-2-15
Finance Director



COUNCIL COMMITTEE

Council Committee Meeting Date: October 19, 2015

City Council Meeting Date: October 19, 2015

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

SUGGESTED MOTION

Move that the Committee:

- 1) Approve Blue Cross Blue Shield of Kansas City as the City's health insurance provider for the 2016 plan year, with a 9.0% increase in premiums.
- 2) Approve Delta Dental of Kansas as the City's dental insurance provider for the 2016 plan year, with a 0.0% increase in premiums.
- 3) Approve Superior Vision as the City's vision insurance provider for the 2016 plan year, with a 0.0% increase in premiums.

BACKGROUND

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

The City currently contracts with Blue Cross Blue Shield of Kansas City (BCBS) for its employee health insurance plans. The plan year ends in December and consequently, renewals were sought from BCBS for the 2016 plan year. The renewal is based on the claims incurred by plan participants over the twelve month period of July 2014 - June 2015; the City's loss ratio for this period was 220%. The initial renewal rate exceeded the budget so modifications to the existing plans are being proposed.

The City will continue to offer multiple plans for employees to select from. There are a few minor changes to the Base PPO and Buy-Up HMO Plans. The Base PPO will see the annual deductible increase from \$500 to \$750 for an individual and \$1,000 to \$1,500 for a family. While the Buy-Up HMO Maximum Out-Of-Pocket will increase from \$4,500 to \$5,500 for an individual and \$9,000 to \$10,000 for a family. The Qualified High Deductible Health Plan (QHDHP), for employees on the HSA plan, had increased out-of-pocket-maximum changes last year.

Both plans have increases in co-pays; office visits will move from \$30/60 to \$35/70 and for Urgent Care will change from \$60 to \$70. Prescription co-pays for level 2 will change from \$35 to \$40 and level 3 from \$60 to \$70.

The Health Risk Assessment (HRA) or biometric screenings will continue. Those that complete an HRA or screening will receive a discounted rate on the premium of \$20.00 per month.

The City recommends that the differential for tobacco users covered on the City's health insurance plan (employee or dependent) continue in 2016. Those individuals who do use tobacco products (cigarettes, pipes, chewing tobacco, cigars, etc.) more than once per week will be assessed \$20 in their monthly premium costs.

Delta Dental of Kansas, the City's dental insurance provider, has agreed to renew the dental plans for 2016 with 0% increase.

The City's vision insurance provider, Superior Vision, has agreed to 0% increase in premium for 2016, completing the two year guarantee on rates.

RENEWAL HISTORY

1/1/12: Blue KC agreed to a negotiate renewal of no increase in rates. CBIZ also negotiated the domestic partner benefit as well as a premium holiday for one month of savings of \$90,000.

1/1/13: Blue KC agreed to a negotiated renewal of no increase in rates. CBIZ also negotiated a change in the funding of the plan, from a non-participating fully insured contract, to a Maximum Refund contract. While still fully insured, the City will be able to receive any excess funds back in the form of a refund. (The City received a refund from Blue KC in the amount of \$28,165 in May 2014.)

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

1/1/15: The original renewal offering from Blue KC was an increase of 10.2% which increased the out of pocket maximum levels to accommodate the inclusion of the pharmacy co pays. Additionally the QHDHP deductible and out of pocket maximum were increased from \$2,500/\$5,000 to \$2,600/\$5,200. After negotiations, we were able to reduce the renewal to 8.2%. Then moving the QHDHP to a different network, the City was able to obtain a final 2.2% blended increase across all plans.

FUNDING SOURCE

Employee insurance premiums are funded with the General Fund. The 2016 budget anticipated an increase in City premium contributions of 10%. The renewal rates of 9.0%, 0%, and 0% for the health, dental, and vision plans, fit within the budgeted funds.

ATTACHMENTS

- Medical Benefits Comparison

Prepared By:

Amy Hunt

Human Resources Manager

Date: October 5, 2015



City of Prairie Village
Option 1 - Revised to Maintain QHDHP at \$2,600 / \$5,200 Deductible
Effective January 1, 2016

MEDICAL	Blue Cross Blue Shield of Kansas City				Blue Cross Blue Shield of Kansas City				Blue Cross Blue Shield of Kansas City			
Carrier Website	www.bluekc.com				www.bluekc.com				www.bluekc.com			
Plan Type	BlueSaver HSA Preferred Care Blue PPO				Base Plan Preferred Care Blue PPO				Buy Up Plan Ratesaver Blue Care HMO			
	<i>In Network</i>		<i>Out of Network</i>		<i>In Network</i>		<i>Out of Network</i>		<i>In Network Only</i>			
Annual Deductible (calendar year) ⁽¹⁾												
Individual			\$2,600				\$500 \$750		N/A			
Family			\$5,200				\$1,000 \$1,500		N/A			
Coinsurance												
Member Pays	0%		20%		20%		40%		30%			
Maximum Out-of-Pocket (calendar year) ⁽²⁾												
Individual	\$2,600		\$5,200		\$3,000		\$6,000		\$4,500 \$5,500			
Family	\$5,200		\$10,400		\$6,000		\$12,000		\$9,000 \$10,000			
Physician Services												
Preventive Care	\$0		Deductible then 20%		\$0		Deductible then 40%		\$0			
Office Visits	Deductible		Deductible then 20%		\$30 / \$60 \$35 / \$70		Deductible then 40%		\$30 / \$60 \$35 / \$70			
Diagnostic (Non-routine) X-Ray	Deductible		Deductible then 20%		Deductible then 20%		Deductible then 40%		\$0			
Diagnostic (Non-routine) Labs	Deductible		Deductible then 20%		\$0		Deductible then 40%		\$0			
Routine Eye Exam (every year)	Deductible		Deductible then 20%		\$60 \$70		Deductible then 40%		\$10			
Chiropractic Services	Deductible		Deductible then 20%		Deductible then 20%		Deductible then 40%		\$0			
Urgent Care Center	Deductible		Deductible then 20%		\$60 \$70		Deductible then 40%		\$60 \$70			
Hospital Services												
Inpatient Care	Deductible		Deductible then 20%		Deductible then 20%		Deductible then 40%		30%			
Outpatient Surgery and Services	Deductible		Deductible then 20%		Deductible then 20%		Deductible then 40%		30%			
High Tech Diagnostics	Deductible		Deductible then 20%		Deductible then 20%		Deductible then 40%		\$200			
Ambulance*			Deductible				Deductible then 20%		\$0			
Emergency Room			Deductible				\$200 then Deductible then 20%		\$200			
Prescription Drugs												
Level 1	Deductible		Deductible then \$12 then 50%		\$12		Copay then 50%		\$12			
Level 2	Deductible		Deductible then \$35 then 50%		\$35 \$40		Copay then 50%		\$35 \$40			
Level 3	Deductible		Deductible then \$60 then 50%		\$60 \$70		Copay then 50%		\$60 \$70			
Mail Order (102 Day Supply)	Deductible		Not covered		2X Copays		Not covered		2X Copays			
RATES	44.8% of Membership				51.4% of Membership				3.8% of Membership			
Coverage Tier	Current	Employee Cost	Renewal (+9%)	Employee Cost	Current	Employee Cost	Renewal (+9%)	Employee Cost	Current	Employee Cost	Renewal (+9%)	Employee Cost
Employee Only	\$366.15	(\$55.39)	\$399.10	(\$59.97)	\$421.54	\$0.00	\$459.47	\$0.00	\$456.87	\$35.33	\$497.99	\$39.84
Employee + One	\$886.06	\$39.24	\$965.80	\$48.29	\$1020.26	\$173.44	\$1112.09	\$189.06	\$1105.79	\$258.97	\$1205.32	\$277.22
Employee + Family	\$1307.09	\$179.40	\$1424.73	\$199.46	\$1503.59	\$375.90	\$1638.92	\$409.73	\$1629.65	\$501.96	\$1776.32	\$550.66

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

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

(2) Out-of-pocket amount includes deductible, coinsurance, and all member copays.

Includes \$10,000 wellness

Includes Value Based Drug Benefits for Diabetes and Coronary Artery Disease

\$75,000 pooling point

Maximum Refund Agreement

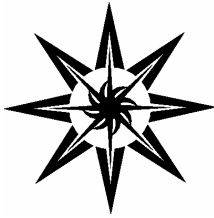
Includes ACA Taxes as follows:

1) Health Insurance Excise Tax: 3.4% of premium. (Estimated at \$35,444)

2) PCOR Fee: \$2.16 per member per year. (Estimated at \$454)

3) Reinsurer Fee: \$2.25 per member per month. (Estimated at \$5,670)

Rates also include Kansas State Tax - 2% of PPO premium, 3.31% of HMO premium. (Estimated at \$21,556)



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 19, 2015
Council Meeting Date: October 19, 2015

CONSIDER DESIGN AGREEMENT WITH AFFINIS CORP FOR THE DESIGN OF THE 2016 PAVING AND DRAINAGE PROGRAMS.

RECOMMENDATION

Move to approve the design agreement with Affinis Corp for the design of the 2015 Paving and Drainage Programs in the amount of \$185,894.00.

BACKGROUND

Affinis Corp was selected to be the City's construction administration consultant for 2014, 2015, and 2016. Affinis Corp has been working for the City for the last several years and has performed very well. The contract contains a tentative list of streets for the 2016 Paving Program. This list will be evaluated in the coming months for prioritization based on street condition.

This agreement is for the design of the 2016 Paving and Drainage Programs. Construction is anticipated to begin in Summer 2016.

FUNDING SOURCE

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

2016 Paving Program (PAVP2016) -	\$104,060.00
2016 Drainage Project (DRAIN16x) -	\$81,834.00
Total	<hr/> \$185,894.00

RELATED TO VILLAGE VISION

- TR1c. Ensure that infrastructure improvements meet the needs of all transportation users.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*

ATTACHMENTS

1. Design Agreement with Affinis Corp

PREPARED BY

Melissa Prenger, Senior Project Manager

October 13, 2015

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECT PAVP2016- 2016 PAVING PROGRAM
PROJECT DRAIN16X- 2016 STORM DRAINAGE REPAIR PROJECT

THIS AGREEMENT, made at the Prairie Village, Kansas, this ___ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, and Affinis Corp, a corporation with offices at 8900 Indian Creek Parkway, Suite 450, Overland Park, KS, 66210 hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2016 Paving Program and the 2016 Storm Drainage Repair Project, hereinafter called the “**Project**”,

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

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

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

Article I City Responsibilities

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

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

- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.
- G. The City has funded the 2016 Paving Project which may include the following streets:
 - 1. 72nd Street, Stateline Road to High Drive - mill & overlay with new sidewalk
 - 2. 70th Terrace, Nall to Reeds - mill & overlay with new sidewalk
 - 3. Howe Drive Cul-de-sac off of 77th Street - mill & overlay with new sidewalk
 - 4. 64th Terrace, Hodges Drive to Nall Avenue - mill & overlay with concrete repair
 - 5. Dearborn Drive, 79th Street to 81st Street - mill & overlay with concrete repair
 - 6. Dearborn Circle off of Dearborn Drive - mill & overlay with concrete repair
 - 7. Dearborn Drive Cul-de-sac off of Dearborn Drive - mill & overlay with concrete repair
 - 8. Oxford Road - Tomahawk Road to 69th Street, mill & overlay
 - 9. Belinder Avenue, 75th Street to Somerset Drive - mill & overlay with concrete repair
 - 10. 82nd Terrace, Somerset Drive to Roe Avenue - mill & overlay with concrete repair
 - 11. Booth Drive, 75th Street to 78th Street - mill & overlay with concrete repair and new storm sewer
 - 12. Fontana Street, 91st Street to 92nd Terrace - mill & overlay with concrete repair
 - 13. 69th Street, Fonticello Street to Roe Avenue - mill & overlay with concrete repair
 - 14. Tomahawk Road Trail, 71st Street to Mission Road - new asphalt trail
 - 15. Additional streets as funding allows
- H. The City has funded the 2016 Storm Drainage Repair Program which may include the following projects:
 - 1. 82nd Street and Roe Avenue Concrete Channel Repair
 - 2. 84th Street and Reinhardt Storm Drainage Project
 - 3. Booth Drive, 75th Street to 78th Street

Article II Consultant Responsibilities

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

Article III Scope of Services

- A. Design Phase:** Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited to, these phases and tasks. The scope is generally defined below.
1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
 2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
 3. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.
 4. Conduct field reconnaissance with City to evaluate and identify:
 - a. Design issues.
 - b. Identify existing drainage components in project area (location, size, material, capacity, storm design adequacy and condition).
 - c. Need for drainage improvements.
 - d. Need for full depth pavement repairs.
 - e. Need for sidewalk replacement.
 - f. Location for new sidewalk.
 - g. Need for curb and gutter replacement.
 - h. Need for and limits of driveway replacement.
 - i. Need for which type of ADA ramps.
 - j. Utility locations and conflicts.
 - k. Tree conflicts.
 5. Perform topographic and field survey of identified project locations. Areas requiring topographic survey are:
 - a. 2016 Paving -
 - (1) Locations where new sidewalk is to be designed and constructed. Topographic survey shall be on one side of street only, from back of curb to behind right of way line and shall include curb returns at intersections:
 - (a) 72nd Street, Eaton Street to High Drive
 - (b) 70th Terrace, Nall Avenue To Reeds Drive
 - (c) 87th Street, Mission Road to Delmar Road
 - (d) Booth Drive, 75th Street to High Drive
 - (e) Tomahawk Road, 71st Street to Mission Road
 - b. The City has funded the 2016 Storm Drainage Repair Project with:
 - (1) 82nd Street and Roe Avenue - Concrete channel repair, approximately 300 linear feet.
 - (a) Survey shall consist of the existing concrete channel from 82nd Terrace to 82nd Street and topographic survey of the yards between the houses adjacent to the channel.
 - (2) 84th Terrace and Reinhardt Street

(a) Survey shall consist of existing storm system in the street and backyards, intersections at 84th Terrace and 84th Street, and topographic survey of the yards along the stormsewer alignment and runoff overflow paths.

(3)Booth Drive

(a) Survey shall include the existing storm system between 77th Street and 76th Street and topographic survey from right-of-way to right-of-way between 77th Street and High Drive.

6. Gather aerial and topographic data from Johnson County AIMS mapping for all project locations.
7. Record location of existing traffic markings and review for compliance with MUTCD and City standards.
8. Identify location of bench marks and section markers.
9. Prepare preliminary construction plans (60%).
 - a. Project title sheet.
 - b. General site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.
 - c. Plan sheets for street improvements showing all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.
 - d. Typical sections.
 - e. Cross sections for streets with a detailed topographic survey.
 - f. City details drawings and other special details pertinent to the project.
 - g. Traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction.
10. Submit one set (one full size and one half size) of preliminary (60% completion) construction plans for City review.
11. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
12. Perform field check with City.
13. Schedule, prepare for and attend two (2) public meetings for the project. The City will be responsible for sending notifications to the residents and property owners.
14. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
15. Attend and prepare minutes for up to four (4) project meetings and disperse the minutes to City representative and all other attendees within five working days.
16. Prepare final documents base of review and comments from City and other review agencies of the preliminary plans.
17. Prepare final project manual for City review.
18. Submit one half size set of final (95%) plans and specifications for City review.

19. Submit one half-size set of final (95%) plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
20. Prepare a final opinion of probable construction cost.
21. Prepare bid documents for the project using the City's standard documents for the Paving Program and the Storm Drainage Repair Program. Items listed in the Bidding Services and Construction Services Phases shall be performed for each bid package.
22. Provide one hard copy and electronic copy of any report or plans. Provide files of the plans in PDF Format.

B. Bidding Services Phase

Bidding services will be provided for each program separately and include the following.

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

C. Construction Services Phase

Construction services will be provided for each program separately and include the following.

1. Prepare for attend preconstruction meeting with City and Contractor. Prepare and distribute meeting notes.
2. Provide periodic consultation by telephone or email to assist with construction issues.
 - a. Consultation will be initiated by Client and/or Construction Representative.
 - b. Consultant shall provide documentation on invoice that provides a brief description of the issue and/or activity.
 - c. Any consultation resulting from a design error by the Consultant shall be excluded from this scope of work and shall be provided at the expense of the Consultant.
3. Review shop drawings and submittals.

4. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
5. Prepare final record drawings which reflect:
 - a. Minor design changes.
 - b. Changes made in the field by City representatives and are marked on the construction plan set.
6. Submit to the City electronic CAD files and TIFF images of the revised sheets.
7. Attend construction progress meetings as directed/requested by the Client. Four (4) meetings are budgeted.

Article IV Time Schedule

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

Design Phase	Due by January 15, 2016
Bid Advertisement Date	February 2, 2016
Letting Date	March 3, 2016

Article V Compensation

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

2016 Paving Project

Design Phase	\$ <u>93,460.00</u>
Bidding Services Phase	\$ <u>5,000.00</u>
Construction Services Phase	\$ <u>5,600.00</u>
Total Fee for Paving Project	\$ <u>104,060.00</u>

2016 Storm Drainage Repair Project

Design Phase	\$ <u>71,234.00</u>
Bidding Services Phase	\$ <u>5,000.00</u>
Construction Services Phase	\$ <u>5,600.00</u>
Total Fee for Drainage Project	\$ <u>81,834.00</u>

Total Fee \$185,894.00

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

Article VI General Provisions

- A. Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant’s projected schedules.
- B. Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant’s error shall be brought immediately to the City’s attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City’s satisfaction.
- C. Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore

whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
 2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
 4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
 5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included

in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

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

person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

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

City:

City of Prairie Village, Kansas

By:

Laura Wassmer, Mayor

Address for giving notices:

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

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

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

Affinis Corp

By

Clifton M. Speegle, PE

Address for giving notices:

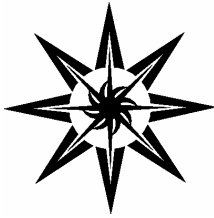
Affinis Corp

8900 Indian Creek Parkway, Suite 450
Overland Park, KS 66210

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

APPROVED AS TO FORM BY:

Catherine P. Logan, City Attorney



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 19, 2015
Council Meeting Date: October 19, 2015

CONSIDER DESIGN AGREEMENT WITH HOLLIS + MILLER ARCHITECTS FOR THE DESIGN OF THE CITY HALL COURTYARD.

RECOMMENDATION

Move to approve the design agreement with Hollis + Miller Architects for the design of the City Hall Courtyard Conceptual Design Phase Project in the amount of \$18,000.00.

BACKGROUND

Hollis + Miller was selected by committee to begin a re-design of the City Hall Courtyard.

This phase is a conceptual design phase that includes a presentation of developed site plans for selection by Council.

RELATED TO VILLAGE VISION

TR1c. Ensure that infrastructure improvements meet the needs of all transportation users.

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

ATTACHMENTS

1. Design Agreement with Hollis + Miller Architects

PREPARED BY

Melissa Prenger, Senior Project Manager

October 13, 2014

AGREEMENT FOR PROFESSIONAL SERVICES

For

DESIGN SERVICES

Of

BG500001 City Hall Courtyard

THIS AGREEMENT, made at the Prairie Village, Kansas, this 5th day of October, 2015 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 Hollis + Miller Architects, a corporation with offices at 8205 W. 108th Terr., Overland Park, KS, hereinafter called the “Consultant”.

WITNESSED, THAT WHEREAS, City has determined a need to retain an Architect for Design Services of City Hall Courtyard, hereinafter called the “Project”,

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

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

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

1 CITY RESPONSIBILITIES

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

- 1.6 The City has funded approximately \$450,000 for the final construction project with the following proposed locations of work:
 - 1.6.1 Description of work: Conceptual plans for design of City Hall Courtyard located at 7700 Mission Road.

2 CONSULTANT RESPONSIBILITIES

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

3 SCOPE OF CONSULTANT SERVICES

Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited, to these phases and tasks. The scope is generally defined below and in more details in Exhibit A.

3.1 Concept Study

- 3.1.1 Schedule and attend one startup meeting with the City to confirm project goals, schedule, budget and expectations. Project number, budget and project philosophy will be discussed.
- 3.1.2 Review available plans, previous studies, and pertinent information regarding the Project with City staff.
- 3.1.3 Make on site field investigations as required, to define and to verify Project construction needs, limits, alignment, underground utilities, nature and extent of proposed Project. Special attention will be given to facilities, and other items needed to define clearly the Project intent.
- 3.1.4 Prepare a schematic plan.
- 3.1.5 Prepare an estimate of probable cost detailing typical construction pay items, separate consulting costs,. Add to the total of construction, consulting and other costs a contingency of 20 percent.
- 3.1.6 Attend monthly meetings with City to review and prioritize the preliminary findings.
- 3.1.7 Keep minutes of all meetings and disperse to all attendees within five work days.

3.2 Schematic Design

Following review and approval of feasibility study phase by the City and after the City issues a notice to proceed with this phase; the Consultant shall proceed to provide these services:

- 3.2.1 Prepare preliminary documents for construction. Preliminary construction documents shall show the nature and extent of improvements, the conditions under which the Contractor shall work and the general conditions of contractual relations.
- 3.2.2 Preliminary plans shall include:
 - 3.2.2.1 Cover Sheet
 - 3.2.2.2 Typical Sections
 - 3.2.2.3 Preliminary Plan
 - 3.2.2.4 Standard Detail Sheets
 - 3.2.2.5 Special Detail Sheets
- 3.2.3 Present one set of preliminary plans each to the City and to the other appropriate governmental agencies and utility companies as required.
- 3.2.4 Prepare an estimate of probable cost detailing typical construction pay items, separate consulting costs. Add a contingency fee of 20 percent to the sum of the construction cost, consulting fees and other pertinent costs.
- 3.2.5 Attend one public information meeting with a representative committee of City Council.
- 3.2.6 Keep minutes of all meetings and disperse to all attendees within five working days.
- 3.2.7 Conduct a field check of plans with City staff.

4 TIME SCHEDULE

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

preventing continued performance and the efforts being made to resume performance of this Agreement.

- 4.5 Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:
 - 4.5.1 Concept Phase: November 15, 2015
 - 4.5.2 Schematic Design Phase: January 15, 2016

5 COMPENSATION

- 5.1 The City agrees to pay the Consultant as maximum compensation as defined in Exhibit B for the scope of services the following fees:
 - 5.1.1 Total Schematic Design Fees - \$18,000
- 5.2 The compensation will be billed by Phase detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and Direct Non-Salary Costs.
- 5.3 The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- 5.4 All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of sub-consultant services and detail list of Direct Non-Salary Costs.
- 5.5 The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

6 GENERAL PROVISIONS

- 6.1 **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- 6.2 **Quantity Errors:** Negligent omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- 6.3 **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment

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

6.4 Insurance:

- 6.4.1 The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- 6.4.2 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.
- 6.4.3 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- 6.4.4 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the

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

- 6.5 **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- 6.6 **Termination for Convenience.** The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization
- 6.7 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
- 6.8 **Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- 6.9 **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 6.10 **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- 6.11 **Successors and Assigns:**

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

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

City:

City of Prairie Village, Kansas

By: _____

Laura Wassmer, Mayor

Address for giving notices:

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

Telephone: 913-385-4600

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

Hollis + Miller Architects

By: _____

Chris Heinz, RA
Partner

Address for giving notices:

Hollis + Miller Architects
8205 W. 108th Terr.
Overland Park, KS 66210

Telephone: 913-451-8886

APPROVED AS TO FORM BY:

Catherine Logan, City Attorney

EXHIBIT A

Project Scope

The goal of the project is to provide public ADA access to the Police and City Hall entries, materials should be complimentary to the existing building, incorporate signage, a possible water feature and new landscaping. Study the potential relocation of the visitors parking from the eastern to the western side of the entry drive. Site area for consideration includes the exterior space between the Police and City Hall entries and from the driveway's western curb line to the east façade of the building. This initial phase will be to design to a schematic design level showing overall site layout, circulation, major design features and compatibility with the existing building.

EXHIBIT B

1. Project Description

- Redesign the entry procession from the visiting parking stalls to the City Hall and Police public entrances. The routes will meet ADA while creating an aesthetically pleasing experience for all visitors. A water feature may be incorporated into the final design.

2. Scope of Schematic Design Services\$ 18,000

- **Schematic Design**
 - Provide (3) site design concepts to be presented to City Council.
 - Designs will include grading concepts to resolve ADA issues
 - Designs will include an overall landscape concepts and plant massing.
 - Designs will study a new possible year around water feature and the relocation of existing flagpoles.
 - Relocate existing artwork as needed.
 - Study the potential relocation advantages of visitor parking to the west side of the entry drive.
 - Designs will also indicate existing construction and landscaping that may be demolished.
 - Selection by City Council
 - Provide a site survey specific to the project area only.



PUBLIC WORKS DEPARTMENT

Council Meeting Date: October 19, 2015

CONSIDER PROJECT 2015 PARKS IMPROVEMENTS CONSTRUCTION CHANGE ORDER #1 (FINAL)

RECOMMENDATION

Move to approve Construction Change Order #1 (Final) with Primetime Contracting Corporation for 2015 Parks Improvements for \$9,189.40.

BACKGROUND

This Final Change Order reflects the final field measured quantities for all bid items.

The designed park projects in Bennett and Taliaferro included nature play areas, sand play, walking trails and play mounts.

Additional demolition and concrete quantities were included in the project to remove and/or replace deteriorated concrete in Bennett and Taliaferro Park that were not part of the designed park project.

The final contract amount with Primetime Contracting Corporation for the project will be \$214,389.40.

FUNDING SOURCE

Funds for this work will be transferred from the Parks Reserve to the 2015 Parks Program in the amount of \$9,189.40.

RELATED TO VILLAGE VISION

CFS2.b. Enhance parks for active and passive recreation through capital improvements such as landscaping, tree and flower planting, shelters picnic facilities, athletic fields, etc.

ATTACHMENTS

1. Construction Change Order #1 (FINAL) with Primetime Contracting Corporation.

PREPARED BY

Melissa Prenger, Senior Project Manager

October 13, 2015



CITY OF PRAIRIE VILLAGE
PUBLIC WORKS DEPARTMENT
CONSTRUCTION CHANGE ORDER NO. 1 and Final

City's Project: BG450001 and BG050001 - 2015 Park Improvements

Date Requested: October 14, 2015

Contract Date: July 6, 2015

Consultant's Name: Indigo Design, Inc.

Contractor's Name: Primetime Contracting

REQUIRED CHANGES TO PRESENT CONTRACT

Contract Quantity	Previous Amount	Unit	Item Description	Adj. Quant.	Unit Price	Adjusted Amount
0	\$0.00	LS	Finalizing Quantities for the 2015 Park Improvements	LS	\$9,189.40	\$9,189.40

TOTAL

TOTAL
 Net Increase

EXPLANATION OF CHANGE - This change order is to cover the following items:

Finalizing quantities for the 2015 Park Improvements- Funding- 2015 Parks Program Budget - \$9,189.40

The Consultant does **not** anticipate a related Engineering Change Order.

	Contract Value	Contract Days
Original Contract	\$205,200.00	
Current Contract including previous Change Orders	\$205,200.00	
NET This Change Order	\$9,189.40	
New Contract Price	\$214,389.40	

Contractor

Date

Melissa Prenger, Senior Project Manager
City of Prairie Village, KS

Date

Laura Wassmer, Mayor
City of Prairie Village, KS

Date

MAYOR'S ANNOUNCEMENTS

October 19, 2015

Committee meetings scheduled for the next two weeks:

Environment/Recycle Committee	10/28/2015	5:30 p.m.
Council Committee of the Whole	11/02/2015	6:00 p.m.
City Council	11/02/2015	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present a photo exhibit by the 2015 State of the Arts exhibit featuring selective artists using multi-media in the R. G. Endres Gallery during the month of September

Save the Date - The Northeast Johnson County Chamber of Commerce Annual Gala will be held on Saturday, November 21st.

INFORMATIONAL ITEMS
October 19, 2015

1. Planning Commission Agenda - November 3, 2015
2. Board of Zoning Appeals Agenda - November 3, 2015
3. Council Committee of the Whole Minutes - October 5, 2015
4. Planning Commission Minutes - September 1, 2015
5. Tree Board Minutes - September 2, 2015
6. Mark Your Calendar

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
TUESDAY, NOVEMBER 3, 2015
7700 MISSION ROAD
7:00 P.M.**

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF REGULAR PC MEETING MINUTES - OCTOBER 6, 2015 & SPECIAL PC MEETING MINUTES - OCTOBER 12, 2015
- IV. PUBLIC HEARINGS
 - PC2015-09 Request for Rezoning from R-1a (Single Family Residential) to MXD (Mixed Use District) and CP-2 (Planned General Business District) and
 - PC2015-118 Approval of Preliminary Development Plan
9101 Nall Avenue
Current Zoning: R-1a
Proposed Zoning: MXD & CP-2
Applicant: Justin Duff, VanTrust Real Estate
 - PC2015-119 Request for Preliminary Plat Approval
9101 Nall Avenue
Applicant: Justin Duff, VanTrust Real Estate
 - PC2015-10 Request for Special Use Permit for Wireless Communications Facility
3921 West 63rd Street
Applicant: Justin Anderson, Selective Site Consultants for Fire District #2 and Sprint
- V. NON-PUBLIC HEARINGS
 - PC2015-115 Request for Site Plan Approval
7501 Mission Road
Current Zoning: C-0
Applicant: Chris Hafner, Davidson Architecture
 - PC2015-116 Request for Building Line Modification
8440 Roe Avenue
Current Zoning: R-1a
Applicant: Dana Blay

PC2015-120 Request for Site Plan Approval
4195 Somerset
Applicant: Generator Studio

VI. OTHER BUSINESS

Adoption of 2016 Planning Commission/Board of Zoning Appeals
Meeting and Submittal Schedule

BZA/Planninc

VII. ADJOURNMENT

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

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

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

I. ROLL CALL

II. APPROVAL OF MINUTES - August 4, 2015

III. ACTION ITEM

**BZA2015-05 Request for an Exception from PVMC 19.44.035 to increase lot coverage by 1.1% by enclosing an existing porch
8400 Somerset
Zoning: R-1a Single Family Residential District
Applicant: David Cooley**

IV. OTHER BUSINESS

V. OLD BUSINESS

VI. ADJOURNMENT

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

COUNCIL COMMITTEE OF THE WHOLE
October 5, 2015

The Council Committee of the Whole met on Monday, October 5, 2015 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Brooke Morehead with the following members present: Mayor Laura Wassmer, Ashley Weaver, Jori Nelson, Ruth Hopkins, Steve Noll, Eric Mikkelson, Andrew Wang, Sheila Myers, Dan Runion, David Morrison, Ted Odell and Terrence Gallagher.

Staff Members present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Public Works Director; 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 present was Jeff White, City's Financial Consultant.

COU2015-34 Consider the purchase of two Ford F-550's to replace two dump trucks and disposal of Asset #1111 and #1134 by auction

Keith Bredehoeft noted the 2015 Public Works Operating Budget provides for the replacement of Asset #1111, a 2003 International Dump Truck. Public Works had decided not to replace this Dump Truck as well as the one planned for replacement in 2016. Staff determined that department only needs four large dump trucks, rather than the current six and will replace the two dump trucks with smaller F-550's. The F-550 will plow snow as well as the large trucks on our residential streets and they will be more functional for other public works activities throughout the year. We are proposing to purchase two F-550's this year utilizing the funds planned for the large dump truck as the cost for two F-550's are similar to one large dump truck. Mr. Bredehoeft noted that this change will save about \$150,000 going forward as the F-550's are about 50% of the cost of the large dump trucks.

The purchase of the Ford F-550's will be made using the MACPP-Metropolitan Joint Vehicle Bid through the Mid-America Regional Council. This item is for two base F-550's only. Costs for additional equipment and assembly will be considered under a separate council item once bids are obtained for that work. The Equipment Reserve Fund currently has \$175,000 for the replacement dump truck.

Ted Odell asked how this would affect snow plowing and if leasing had been investigated. Mr. Bredehoeft replied that two years ago when the snow plows were unable to keep up with the snowfall, the department used smaller trucks for plowing as well as the larger plows. They were able to handle the task without any problems. The staff is investigating the possibility of leasing for some of its other vehicles, but because of the amount of the hydraulics and additional equipment to be added to these vehicles leasing is not a viable option.

Brooke Morehead asked what the estimated return on the sale by auction. Mr. Bredehoeft replied past vehicles have been sold for \$20,000 - \$25,000.

Ted Odell made the following motion, which was seconded by Steve Noll and passed unanimously:

RECOMMEND THE CITY COUNCIL APPROVE THE PURCHASE OF TWO FORD F-550's FROM SHAWNEE MISSION FORD AT A COST OF \$101,093.12 AND AUTHORIZE THE DISPOSAL OF ASSET #1111 AND #1134 BY AUCTION.

**COUNCIL ACTION TAKEN
11/05/2015**

Consider approval of a resolution determining the intent of the Governing Body regarding certain provisions in the Meadowbrook Park and Village area project plan and the proposed redevelopment district

Quinn Bennion noted that on September 8, 2015, the Governing Body unanimously to create the Meadowbrook Tax Increment Finance (TIF) District. According to Kansas law, both Johnson County and the Shawnee Mission School District have the ability to find the creation of the TIF adverse to their interests and to “veto” the creation of the TIF District. The Mayor and staff have met several times over the past year with representatives of the school district to discuss this project. Last week Mayor Wassmer made a presentation to the School Board on the proposed Project and TIF on September 28th. The School Board will be holding a special meeting on Wednesday, October 7th at 7:30 a.m. to discuss the approval of the Meadowbrook TIF.

They have requested from the city a written confirmation of the city’s intent to use the TIF addressing the use of funds, the closing of the TIF at the earliest possible date and that Project A will not be intermingled with Project B thus extending the length of the TIF. Mr. Bennion noted that all of these items are under discussion in the creation of the development agreement and are in agreement with the intent of the City. The City Attorney has drafted a resolution for adoption by the City Council committing to the following:

- A. Tax increment in the Redevelopment District will be used to pay debt service on bonds issued by the City (“TIF Bonds”), the proceeds of which will be used to fund park land acquisition and other public improvements identified in the Park and Village Area Project Plan, and to fund reserves and costs of issuing the TIF Bonds.
- B. The TIF Bonds will be structured so that tax increment in excess of the amount necessary to pay annual debt service on the TIF Bonds will be used to prepay outstanding TIF Bonds when such TIF Bonds are eligible for prepayment according to the legal documents governing the TIF Bonds.
- C. Upon payment in full of the TIF Bonds, the City declares its intent to take such actions as required under the Act to terminate the use of the tax increment from the Park and Village Area for uses in the Redevelopment District and to remove the Park and Village Area from the Redevelopment District.

Sheila Myers asked if there were public comments taken at the School Board meeting on the 28th. Mayor Wassmer responded that there were not and noted that no public comment will be taken at the special board meeting. She stated that at the meeting on the 28th she was asked if the City intended on extending the TIF to which she replied that it did not.

Quinn Bennion noted that there is no timetable on Project B or any idea what it would look like. It could occur in a year, or 5 years or 10 years or never.

Sheila Myers confirmed that the school district would still receive the current funding from the project during the TIF period, but would not receive increased revenues until its completion.

Dan Runion asked if the proposed resolution would be part of the Project Plan. Mr. Bennion replied the Project Plan is prepared by the City and the Developer and brings together all the funding conditions, what is and isn't paid for, etc. Mr. Runion asked if this was a signed document. Katie Logan responded that it is not signed, but it is approved by the Governing Body and filed with the City. There are statutory requirements for the use of TIF funds.

Quinn Bennion stated that he forwarded the draft resolution to Van Trust and they have not expressed any objection. Eric Mikkelson asked if the school district attorney has reviewed the document. Mr. Bennion replied it was sent to the Superintendent and Assistant Superintendent.

Ted Odell made the following motion which was seconded by Jori Nelson and passed unanimously:

**MOVE THE CITY COUNCIL ADOPT RESOLUTION 2015-04
DETERMINING THE INTENT OF THE GOVERNING BODY
REGARDING CERTAIN PROVISIONS IN THE MEADOWBROOK
PARK AND VILLAGE AREA PROJECT PLAN AND PROPOSED
REDEVELOPMENT DISTRICT PURSUANT TO K.S.A. 12-1770,
ETC. SEQ.**

**COUNCIL ACTION TAKEN
10/05/2015**

Ted Odell expressed his disappointment with the special school board meeting being held at 7:30 a.m. and the Board not taking public comment. Ruth Hopkins noted that she has made several attempts to contact the city's School Board Representative and her calls have not been returned. Jori Nelson noted that several of her constituents have expressed the same lack of response from the school board members to their calls and e-mails.

Discussion regarding changing local election ordinances and terms to comply with new State Statutes

Katie Logan stated the Kansas Legislature passed House Bill 2104 which moves local elections from the spring to November. If cities have staggered elections, elections will be permitted in both even and odd years. If elections are not staggered, all must occur in odd years. The movement to November elections will initially require terms to either be shortened or lengthened.

Local elections in Prairie Village for City Council have been held in the April of even-years, with the elected member being seated at the first meeting following certification of the election. These elections must now be held in November, with the term of office commencing on the second Monday in January following certification of the election. City staff recommends these elections occur in the fall of odd-years to avoid national, state, and other elections. The City has both a Charter Ordinance and code that have to be amended to be in compliance with the new regulations. Due to the requirements for the adoption of a Charter Ordinance requiring a 60 day protest period before becoming effective, the City Council will need to take action by November 2nd.

Katie Logan stated the information distributed to the Council for consideration contains multiple options for accomplishing the change. Major Discussion Points for the City Council to Consider are 1) whether to hold City Council elections in the fall of even or odd years; 2) whether to continue to stagger terms with the City Council members and the Mayor and 3) whether to accomplish the change by shortening or lengthening terms.

A diagram was distributed illustrating options both of which assume the preference is to continue to stagger the Mayoral term. Group 1 is for those terms which expire in April 2016 - Council members Ashley Weaver, Ruth Hopkins, Andrew Wang, Brooke Morehead, David Morrison, and Ted Odell. Group 2 is for those terms which expire in April 2018 - Jori Nelson, Steve Noll, Eric Mikkelson, Sheila Myers, Dan Runion, and Terrence Gallagher. Option 1 details fall of odd-year elections for City Council members and the Mayor's election to occur in the fall of even years. Option 2 details the fall of even-year elections for City Council members with the Mayor's election to occur in the fall of odd-years.

Ted Odell asked if there were any indications that the regulations will be changed. What happens if the city does nothing? Katie Logan replied that some of the inconsistencies in the language may be cleared up in later sessions. If the city does nothing, it takes the risk that actions of the council may be challenged as the seated council members were not properly seated. The city must change its ordinances to comply with the new election cycle.

Eric Mikkelson questioned the term and felt that the language in the law seems to favor lengthening terms in making the adjustment. He stated he supports staggered terms for the Mayor and Council.

Ashley Weaver asked why action was necessary in November. Mrs. Logan replied a charter ordinance does not become effective until 61 days after its publication. It must be effective for individuals to file for office by January 26th.

Terrence Gallagher confirmed the elections are still non-partisan. Quinn Bennion noted that any primary election held in August would be partisan.

Sheila Myers asked why the Mayor and Council elections are staggered. Ruth Hopkins replied that they became staggered after an earlier election where council members whose terms were up for re-election had to choose between filing for re-election or for Mayor. This allows a Council member to run for Mayor while retaining their council seat.

Jori Nelson asked what the cost of an election would be. Nolan Sunderman replied approximately \$60,000.

Mayor Wassmer stated she felt the easiest way to comply is to shorten everyone's terms 3 months and hold council elections in the fall. She stated that she is uncomfortable with elected persons in power granting themselves more time to serve than they were elected to serve.

Jori Nelson questioned how it would only be three months. Nolan Sunderman explained that even if elected in November, elected persons would not take office until January.

Ruth Hopkins asked if the elections would be changed next year to even years. Katie Logan responded they would not unless the Council chose not to stagger Council and Mayoral elections.

Nolan Sunderman noted that with fall even year elections candidates may be faced with partisan issues even though the election is non-partisan. He also noted that they would be contending with "voting fatigue" with their positions being posted at the end of a potentially very long ballot.

Katie Logan stated that Table #5 represents the process the Mayor is supporting with elected officials serving 45 months and being elected in odd years with the Mayor elected in even years.

Terrence Gallagher asked how this would impact the city's budget process. Quinn Bennion stated it would be better with newly elected council members taking office in January they would be involved from the very beginning of the process rather than coming on in April.

Katie Logan stated she would like direction from the Council so she could prepare a draft Charter Ordinance for the Council to review at the next meeting. She noted that she could prepare more than one if the Council desired.

Several council members voiced support of Table 5 as supported by the Mayor. Terrence Gallagher felt that perhaps the Council should consider extending terms because of the large projects currently underway and move elections to odd years.

Eric Mikkelson stated that if the Legislature did make changes to the law the city could revisit the issue.

Quinn Bennion noted that Prairie Village is one of only four cities including Mission, Westwood and Leawood that currently have elections in even years. Staff has been in contact with these cities and each is approaching the change differently. Mission is extending terms 9 months on the first round with the second election term being for three years; Westwood is following Table 5 reducing terms 3 months and Leawood is extending terms 21 months.

Katie Logan stated she would prepare a draft ordinance for review based on Table 5.

STAFF REPORTS

Public Safety

- Chief Schwartzkopf reported that a second Community Service Office has been hired and is currently in training. The City will have two officers available for shifts in about two weeks.

Public Works

- Keith Bredehoeft reported on the recent meeting held for residents impacted by Emerald Ash Bore. Only three residents attended.
- The City has received a Forest Service Grant that will allow for additional trees to be planted in Windsor Park on October 14th. The grant will also provide for a kiosk to be constructed next spring. Terrence Gallagher suggested this could be a possible Eagle Scout project at this or other parks.
- Taliaferro Park and Bennett Park have been seeded and are now available for use. Terrence Gallagher expressed concern with the trees interfering with the outfield at Taliaferro Park.

Administration

- Wes Jordan noted recent trash problems and asked council to forward to him any e-mails regarding problems with trash service they receive.
- Quinn Bennion reminded the Council of their Special Meeting on Monday, October 12th at 5:30 p.m. at Meadowbrook Country Club followed by a joint work session.
- Ted Odell stated that he would like to have an update from First Washington. Mr. Bennion stated they will be making a presentation at the October 19th committee meeting. Mr. Mikkelson added he would like them to address how they are encouraging local tenants.
- Letters were mailed last week to residents impacted by Emerald Ash Bore additional information is available on the city's website.

Mayor's Report

Mayor Wassmer reported that much of her time during the past two weeks has been involved with the Meadowbrook Redevelopment Project. However, she was also able to participate in a joint Relay Walk for Healthy Living sponsored by St. Ann's School and Brighton Gardens in Windsor Park; attended local elementary schools for Constitution Week events and attended the Prairie Village Employee's Appreciation event. Mayor Wassmer urged council members to attend the upcoming State of the Arts Reception this coming Friday from 6 to 8 p.m.

Brush with Kindness

Jori Nelson reported on the Brush with Kindness event held on Saturday, October 3rd. She was pleased to be able to participate and thanked city Code Enforcement Officer Marcia Gradinger for organizing the event. She reported the homeowner was thrilled with the improvements. Ms. Nelson suggested that the Council consider participating in a future event as a group. She found the experience very rewarding.

ADJOURNMENT

With no further business to come before the Council Committee of the Whole, Council President Brooke Morehead adjourned the meeting at 7:20 p.m.

Brooke Morehead
Council President

PLANNING COMMISSION MINUTES
September 1, 2015

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, September 1, 2015, in the Municipal Building Council Chambers at 7700 Mission Road. Chairman Nancy Wallerstein called the meeting to order at 7:00 with the following members present: James Breneman, Nancy Wallerstein, Patrick Lenahan, Jonathan Birkel and Jeffrey Valentino.

The following persons were present in their advisory capacity to the Planning Commission: Graham Smith, City Planning Consultant; Wes Jordan, Assistant City Administrator; Mitch Dringman, Building Official; Eric Mikkelson, Council Liaison and Joyce Hagen Mundy, Commission Secretary.

APPROVAL OF MINUTES

Patrick Lehanan requested that the wording of the first sentence in the third paragraph on page five be changed from "Patrick Lehanan confirmed that the" to "Patrick Lehanan questioned if the". James Breneman moved for the approval of the minutes of the Planning Commission for August 4, 2015 with the change requested. The motion was seconded by Jeffrey Valentino and passed by a vote of 5 to 0.

PUBLIC HEARINGS

There were no Public Hearings scheduled before the Commission.

NON PUBLIC HEARINGS

**PC2015-114 Request for Site Plan Approval - Wireless Antenna
7700 Mission Road**

Emily Roseberry, with Selective Site Consultants 9900 West 109th Street, representing Verizon Wireless who is requesting approval to replace six antennas on the existing cell tower at 7700 Mission Road. The existing antenna are on the middle platform at approximately 122 feet. There are 12 existing antenna on the platform - 4 per each array. This application will replace the 3 LTE and 3 CDMA antennas on each array. The proposed antenna are about 96 inches x 12 inches x 7 inches - a similar size to the largest existing antenna on each array. The accessory equipment and coaxial cables will be replaced according to the existing cable and equipment placements.

Graham Smith noted this location is on the northwest portion of the City Hall grounds. The property is zoned R1-A and the installation has a valid special use permit that was renewed in 2009, (PC 2009-17) and continues through 2019.

The property fronts on Mission Road and is setback substantially from the streetscape. The closest abutting property to the north is used for the parking lot for Shawnee Mission East High School, and the school building and facilities are setback at a substantial distance from this site across the parking lot.

In October 2009, the Planning Commission approved the Special Use Permit Renewal for this tower and the approval was based on the new Wireless Communications Ordinance. Changes in the installation for carriers are required to be submitted to the Planning Commission for site plan review and approval. The Planning Commission approved similar upgrades for AT&T, Verizon Wireless and Sprint in 2014.

It is the opinion of Staff that the request does not substantially change the installation and should be approved. The proposed antenna is a replacement of existing antenna, is consistent with the existing antenna on the facility, and there will be little or no perceived change or change in the impact on adjacent property.

The Planning Commission concurred with the following staff analysis of the application per the site plan criteria:

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

The capacity of the site to accommodate all equipment was addressed in the renewal of the Special Use Permit. The proposed antenna exchange will not increase any impacts that would require a change to that permit or conditions.

B. Utilities are available with adequate capacity to serve the proposed development.
This is an existing installation and adequate utilities are available to serve the location.

C. The plan provides for adequate management of stormwater runoff.
No additional impervious area will be created and therefore a stormwater management plan is not required.

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

The site is an existing installation and utilizes the driveway and parking for the site. The ability of the site to accommodate ingress and egress was addressed in the renewal of the Special Use Permit. The proposed antenna will not increase any impacts for ingress and egress to the site.

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

This is an existing installation, and maintenance and upgrades of current facilities are supported by the City's current policies and regulations. Site plan review of exchange of equipment is still required; however this plan is consistent with all existing approvals and standards.

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

The proposed antenna will be the same as the existing antenna and located away from the streetscape, and abutting property is a large parking area so there will be little impact on the surrounding area.

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

This is an existing site. While Wireless communication facilities are not specifically addressed in Village Vision, the City's wireless communication policies and regulations promote upgrade and maintenance of existing facilities.

Patrick Lenahan moved that the Planning Commission find favorably on the site plan criteria and approve the proposed site plan application PC2015-114 for the installation of six replacement antenna at 7700 Mission Road for Verizon Wireless based on drawings dated 6/11/2015 subject to the following conditions:

1. That the replacement antenna be installed as shown on the proposed site plan.
2. That all wiring be contained inside the tower.
3. That the new equipment be installed in the existing cabinets.

The motion was seconded by James Breneman and passed unanimously.

**PC2015-115 Request for Site Plan Approval
7501 Mission Road**

Chris Hafner, with Davidson Architects, appeared before the Commission to request site plan approval for a new two-story office building and associated site improvements. The new building would replace the existing two-story, multi-tenant office building on the site. The lot is located on the southeast corner of 75th Street and Mission Road. The property is zoned C-O, Office Building District.

The property addressed on Mission Road, but the long-axis of the building is oriented toward 75th Street and has similar scale office and commercial uses to the north. Shawnee Mission East High School, a more intense and larger scale development is across Mission Road to the west. The site is adjacent to single family residential uses to the east and south. The site sits below Mission Road and below the residential uses along Mission Road to the south of the site. The proposed office building on the site is compatible with the ranch, split-level and two story homes adjacent to the site.

The location of the new building on the site is being pushed north near the right-of-way for 75th Street, allowing the parking to be accommodated behind (south) and to the east the building. The location of the building on the site is similar to that of the buildings on the north side of 75th Street.

Currently access to the site is from Mission Road and from 75th Street. The proposed site plan has access to the site at two points:

- From Mission Road, generally in the same location as existing access;
- From Mohawk Drive, on the east side of the site.

After discussion with the Director of Public Works that applicant has agreed to remove the earlier proposed access from 75th Street after concerns expressed with traffic impact from the proposed 75th Street access. The proposed access to Mohawk Drive could have impacts on the neighborhood to the east.

Nancy Wallerstein asked if the access shown onto 75th Street would be replaced with additional parking spaces.

New parking totaling 79 spaces, including 4 handicap accessible spaces, is proposed to serve the building. Per Section 19.46, Off-Street Parking and Loading Regulations, Section 030, Require Spaces, 69 spaces are required based on the size and use of the building.

James Breneman noted the proposed location of the trash dumpster is near residential properties. Mr. Hafner replied the location of the dumpster has not been changed from its current location but a new enclosure is proposed. Mr. Breneman questioned the second story of the building meeting code with only one exit shown on the plans. Mr. Hafner replied the plans prepared for site plan approval are not fully developed and noted the second floor will meet code and will include an elevator.

Jonathan Birkel suggested a possible alternate location for the trash enclosure. Mr. Hafner noted the proposed location is designed for the ease of movement for the trash service trucks.

Nancy Wallerstein noted this is an opportunity to improve dumpster noise with relocation of the dumpster. Mr. Hafner stated the dumpster could not be located along Mohawk due to a sanitary sewer easement.

James Breneman suggested the dumpster be located in the northwest corner noting this would be closer to the office building it services.

Jeffrey Valentino questioned the elevation of the proposed building in relation to the existing building and the compatibility of the building with others on 75th Street. Mr. Hafner replied the elevation would not be the same as 75th Street buildings. It will be tucked in on the lot and the proposed roof would be very reminiscent of other office buildings on 75th Street.

Jonathan Birkel asked if the applicant had a materials board. Mr. Hafner replied he did not. The primary building materials proposed include stone, aluminum composite material (ACM) and glazing (glass). The ACM or metal panel is not widely used in this area. Two colors of the ACM are proposed, Alabaster (cream) and Anodic Satin Mica (beige). Its application does not make up more than 50% of any façade of the building. The stone application is generally around the base of the building.

Jeffrey Valentino noted these materials are not similar to other Prairie Village office buildings. Jonathan Birkel noted on the north elevation the east side wall is a very large blank surface.

Nancy Wallerstein agreed stating she sees this building as very “vanilla” with no architectural detail. She would like to see something more reminiscent of Prairie Village. This is a very cold building and she would like to see something done to warm it up.

Patrick Lenahan noted that one of the site plan criteria addresses an appropriate degree of compatibility with prevailing architectural quality of the proposed building and the surrounding neighborhood. Mr. Hafner replied that a more global view of Prairie Village reflects several buildings of a more modern design along 75th Street and Mission Road. He noted the proposed brick on the building and other texture features.

Mr. Hafner pointed out the recent approval of the Commission of the renovation of the old IRS building on 75th Street. He noted they are seeking a very clean architectural design that is often used for medical office buildings. They are not looking at replicating the existing building on this site. Mr. Hafner pointed out the variety of office building architecture along 75th Street.

Mr. Lenahan replied the surrounding office buildings architecture involves detail, texture and color. Mr. Birkel views the plans submitted as early working documents to which an additional level of detail will be needed for final design.

Nancy Wallerstein stated she would like to see sample boards, more detail and texture in the building design that is more in conformance with the city.

Jeffrey Valentino asked about the monument sign and light reflected on the plan and if they are included in the site plan approval. Graham Evans replied the monument sign approval would be a separate process and that staff will work with the applicant on the lighting plan. Nancy Wallerstein asked about the landscape plan. Mr. Smith noted a landscaped plan has been submitted and is addressed in staff comments.

Jeffrey Valentino moved the Planning Commission continue this application to their October 6th meeting directing the applicant to bring in a materials sample board, the relocation of the trash enclosure, and to investigate adding architectural features to the building that would provide more compatibility with the surrounding area. The motion was seconded by Jonathan Birkel and passed by a vote of 5 to 0.

OTHER BUSINESS

PC2015-06 Request for Rezoning from C-0 & R-lb to CP-1 7930 State Line Road

This application was first heard by the Planning Commission on June 2, 2015, and then again on July 7, 2015. The Planning Commission recommended approval of the rezoning and preliminary site plan subject to 15 conditions. Additionally the Planning Commission approved a Conditional Use Permit for a drive through based on the site plan, subject to 3 conditions - one it being contingent upon approval of the Zoning and

Preliminary Site Plan by the Governing Body. The Governing Body considered the application at its August 3 meeting and failed to approve the application. A motion was approved to send the application back to the Planning Commission to look at specific issues associated with the drive through and relationship with abutting residential property. A revised site plan based on this motion has been developed by the applicant.

Mitch DiCarlo, with Block & Company, noted the primary issues from the City Council were the drive-through and noise. A new site plan has been developed to further address those. While the new plan addresses these issues, other issues are created. Mr. DiCarlo stated that applicant is willing to move forward with either plan. A revised landscape plan has been created using more plants and trees suggested at the Council meeting. The revised landscape plan will be implemented with either site plan recommended by the Planning Commission. An engineering firm was hired to conduct a noise analysis of the proposed drive through speakers and the existing noise levels. The dumpster has been moved further from the residential properties to minimize noise.

Jeff Bartz with BHC Rhodes and Danny Potts with Klover Architects presented a comparison of the proposed site plans.

The revised site plan includes additional landscape materials, and a revised circulation plan that does not circulate parking and drive-through traffic as far back (west) on the site. Instead, two staking lanes turn into the drive-through closer to the building on the central part of the lot. The speaker boxes for the drive through remain in the same location as the original application and are oriented to the south west - towards the office property to the south. While additional landscape materials and reduced potential for all traffic circulating to the back portion of the lot could reduce perceived noise impacts on abutting residential property, the revised plan also presents a potential circulation issue. There is only one drive lane to the majority of the site parking on the north side of the lot, and if more than 12 cars begin to stack at the drive-through area, there is the potential for customers trying to access parking to stack in that line along the east side of the applicants property. This option was originally proposed by the applicant prior to the initial application, but due to potential stacking issues staff requested the circulation option shown on the original application.

Wes Jordan noted that if five or six cars are in the drive through lanes access parking would be impacted. However, the Council has requested a shorter drive-through area with less impact on the neighborhood. Thus, the applicant has been given differing direction from the planning staff and the city council.

Nancy Wallerstein asked how many cars can be stacked. Jeff Bartz responded there is room for 10 cars to stack back to State Line Road. Wes Jordan noted that counting back from the speaker boxes on five or six cars can stack without blocking cars in the parking lot. Jeffrey Valentino noted the proposed site plan is similar to that of the McDonald's at 78th & Metcalf which has had the stacking lane filled at times and he believed this could occur at this location also. Mr. Lenahan noted the stacking issues on the proposed site would be inconvenient for customers on the site, but would not impact traffic on State Line Road.

Mitch DiCarlo stated that a new Slim Chickens recently opened on 135th Street in Overland Park. Drive-through business represents approximately 30% of its business as opposed to a McDonald's where drive-through business can represent up to 80% of their business.

Nancy Wallerstein asked for clarification of the comments from the City Council. Wes Jordan reported that some council members said this is not the right place for a restaurant; some said it is not the right place for a drive-through, concerns were raised with the volume of noise from its operation, particularly the order boxes and concern with lighting from vehicles shining onto residential properties.

Nancy Wallerstein stated her primary concern with the new design is that it has families crossing the vehicular traffic in the drive-through lanes to get to the restaurant. She is concerned for the safety of children, who generally do not pay attention to traffic in parking lots. Mr. Bartz replied that there is a marked crosswalk for pedestrians and signage.

Eric Mikkelson asked if the length of the drive-through could be less than the initial plan and more than the revised plan. Mr. Bartz explained they are reviewed that option; however, it created more problems, including car lights shining onto the residential properties, also it would not allow sufficient room for fire and emergency vehicles and was not feasible.

Jeffrey Valentino agreed that parking at the back of the lot would create a car lights issue and liked the new proposed plan.

James Breneman asked how critical the drive-through feature was for the business and if there could be a "park & carry" service area instead. Jeff Bartz replied the drive-through was essential to the operation of the business.

Danny Potts with Klover Architects noted the applicant has addressed the headlights shining onto residential properties, are constructing an eight foot fence, are providing denser landscaping, have moved the dumpster further away from the residential properties, sound boards and landscaping have been added at the order spots.

Nancy Wallerstein stated she felt providing drive-through service is essential for this location in today's mobile society.

Jeff Bartz goal of new plan is to minimize noise. They have done so with additional landscaping using recommended trees and adding landscaping around the sound boards and moving dumpster further away from residents. Only parking will be located in the deepest part of the lot by the residential properties.

A study was completed by Henderson Engineers, Inc. on August 19th and 20th. Noise levels were measured on the proposed site and the existing Slim Chickens restaurants in Independence, Missouri and Overland Park, Kansas at noon. The results indicate the intercom noise is primarily inaudible except at times of no traffic, though locust, wind

noise and other typical outdoor ambient noises will be approximately equivalent or louder than the intercom system. Based on testing, the estimated level from the drive through speaker at the northwest property line on the proposed site is 42.2 decibels with the existing ambient noise level of 51.5 decibels. Noise from the two locations tested revealed noise levels at 10 and 15 feet from the speakers to be less than existing traffic noise from the street.

Patrick Lenahan commended the applicant for addressing the noise issue; however, he noted the time of day the residents are concerned with noise levels is not at noon, but rather the evening hours when there will be less traffic noise to cover the sound.

Jeff Bartz noted the other sound reduction steps taken to protect the residential properties including the construction of an 8 foot fence with dense landscaping added and the direction of the sound boxes being directed away from the residents. Mr. Bartz added that the steps taken by the applicant will also address current noise the residents are hearing from the operations of Panda Express.

James Breneman confirmed that the fence will be eight feet in height at all locations, noting plans reference a six foot fence. He noted that due to the slope of the land light from headlights may be visible over the fence. Mr. Lenahan noted that such lighting would only be for a minimal time, noting when the vehicles turned the headlights would be below the fence height.

Jonathan Birkel asked what the hours of operation would be. Nancy Wallerstein replied a condition of approval set by the Planning Commission limits operation to no later than 10 p.m.

Nancy Wallerstein noted that many of the initial concerns raised on this project were the result of the operations of the Panda Express located on the adjacent property. The city has been proactive in addressing these concerns with Panda Express.

Eric Mikkelson asked if the applicant would consider a ten foot fence. Mr. Bartz stated the maximum fence height allowed by the city is eight feet. Mrs. Wallerstein noted an eight foot fence would be consistent with the fence on the adjacent property.

Patrick Lenahan stated he has concerns with pedestrians crossing the parking lot to get to the restaurant through the drive-through area. He feels that the initial plan with the improved landscaping better addresses the concerns expressed than the revised plan.

Nancy Wallerstein noted the city council's recent concerns with pedestrian safety and asked Mr. Mikkelson if he had any concerns with customers crossing two lanes of drive-through traffic to enter the restaurant. Mr. Mikkelson responded the Council was concerned with pedestrian safety and noted the revised plan did present safety issues as well as stacking issues.

Jonathan Birkel stated he feels the applicant has done everything he can do to minimize the impact of the drive through. He is still concerned with the high retail use taking place next to residential properties.

Nancy Wallerstein noted this is on an arterial street with businesses with similar uses throughout the area. She feels this is an appropriate location. She prefers the original plan due to the safety issues created with the revised plan. Mr. Mikkelson replied that although this is on an arterial street, this is a rezoning request changing zoning from the most restrictive commercial use to the broadest commercial use - from C-0 Business Office District to C-2 General Commercial District and he feels that places the burden on the applicant. Mrs. Wallerstein replied that she felt the applicant did a remarkable job meeting the site plan criteria and addressing the concerns expressed.

Patrick Lenahan requested that condition #15 be changed to read "evening ambient noise levels" rather than "daytime ambient noise levels".

Graham Smith advised the Commission that this site plan is considered a preliminary site plan approval and if the rezoning request is granted by the Governing Body, the applicant will return to the Planning Commission for final site plan approval with more detailed final design plans.

James Breneman stated that he understands the concerns expressed regarding pedestrian safety with the revised plan, but noted that with the original also has pedestrians crossing the parking lot in front of vehicles. He feels the revised plan is better than the original plan.

Nancy Wallerstein stated she does like the short lanes. Mr. Bartz noted that both the operations in Independence and Overland Park follow the revised plan and have not had any problems with stacking. Mr. Potts added the restaurant has a longer wait time which is one of the reasons for the double lanes.

James Breneman moved the Planning Commission recommend the Governing Body approve the requested zoning based on the revised site plan subject to the conditions of approval recommended by staff with the amendment to condition #15 requested by Mr. Lenahan.

The motion failed for the lack of a second.

Patrick Lenahan moved the Planning Commission recommend the Governing Body approve the requested rezoning based on the original site plan approved by the Planning Commission on July 7, 2015 with the revised landscape plan and subject to the 15 conditions of approval recommended by staff as revised by the Planning Commission. The motion was seconded by Jeffrey Valentino.

Mr. Valentino stated he would like to see the positives of both site plans combined. Nancy Wallerstein asked how many parking spaces are usually filled at the existing locations and if it was possible to make the loop larger moving some parking spaces

next to the restaurant. Mr. Potts replied he did not know the amount of parking spaces used at other locations. Mr. Bartz stated they did look at changing the size of the loop internally and moving the loop would only allow for 6 or 7 close parking spaces.

Eric Mikkelson asked if 49 spaces were necessary based on an estimated 30% drive-through customers and also questioned the proposed outdoor patio seats were critical to business operations or if this area could be reduced or removed.

Danny Potts replied that this is a feature that is common in restaurants today and their client wants to be able to provide that. Mr. Valentino stated he views that feature for sit-down restaurants, not drive-through facilities.

Graham Smith advised the Commission that the parking is based on the city's code and does address drive-through operations. However, he noted that they are requesting a planned zoning district which does allow the commission flexibility to code requirements.

Mitch DiCarlo noted that 80% of the business is done between the hours of 11 - 1:30 and 4 to 7 p.m. It would be rare that parking would extend to outside the central area. He noted that the four parking spaces on the western most parking lot could be removed reducing available parking from 49 to 45 spaces. Mrs. Wallerstein stated she would like to have those spaces available for vehicles with trailers or large trucks.

Chairman Nancy Wallerstein called for a vote on the motion to recommend approval of rezoning based on the original site plan. The motion was voted on and passed by a vote of 3 to 2 with Birkel and Breneman voting in opposition.

The applicant and the public were advised that this item will go back to the City Council for action on Monday, September 21st.

**PC2015-07 Request for Conditional Use Permit for Drive-Through Service Window
7930 State Line Road**

The Planning Commission approved a Conditional Use Permit for a drive through based on the site plan, subject to 3 conditions - one it being contingent upon approval of the Zoning and Preliminary Site Plan by the Governing Body. The Governing Body considered the application at its August 3 meeting and failed to approve the application. A motion was approved to send the application back to the Planning Commission to look at specific issues associated with the drive through and relationship with abutting residential property. .

Regarding the drive-through noise, the speaker boxes are located approximately 120 feet or more from the closes residential property boundary, and are oriented away from this boundary to the southwest. An additional condition on this application is recommended below, that the speakers be operated at levels that are not audible above ambient noise levels from this boundary. This would mean that any speaker noise would not be distinguishable above other noise that is ordinarily heard from the street and other operations of adjacent sites.

Wes Jordan reported that the City Council's concerns relative to the drive-through primarily focused on noise and the appropriateness of a drive-through window.

Patrick Lenahan moved the Planning Commission approve the requested Conditional Use Permit for the operation of a drive-through window at 7930 State Line Road subject to the following conditions:

1. That the Conditional Use Permit approval is contingent upon approval of the CP-1 Zoning and the Preliminary Development Plan. If the rezoning and Preliminary Development Plan are not approved by the Governing Body the approval of this Conditional Use Permit will be null and void.
2. That the applicant maintain the fencing and landscaping according to the revised approved landscape plan and replace any plant materials that die and fence that is damaged so that the integrity of the landscaping/screening is maintained throughout the life of the project.
3. That the drive-through speaker systems be maintained at decibel levels that are not audible above evening ambient noise levels from any residential property abutting the site.
4. That the Conditional Use Permit shall terminate when the site is no longer used for a fast food restaurant.

The motion was seconded by Jeffrey Valentino and passed by a vote of 4 to 0 with Jonathan Birkel voting in opposition.

INTRODUCTIONS

Chairman Nancy Wallerstein introduced Melissa Brown who was in attendance and has been recommended by Mayor Wassmer for appointment to the Planning Commission filling Randy Kronblad's seat. Her appointment will go before the City Council on Tuesday, September 8th.

NEXT MEETING

Planning Commission Secretary Joyce Hagen Mundy announced that the filing deadline for the October Planning Commission meeting is Friday, September 4th. No new applications have been filed. The continued consideration of the site plan for 7501 Mission Road will be on the agenda. Staff is expecting to receive an application for the rezoning of the Meadowbrook property.

ADJOURNMENT

With no further business to come before the Commission, Chairman Nancy Wallerstein adjourned the meeting at 9 p.m.

Nancy Wallerstein
Chairman

TREE BOARD

City of Prairie Village, Kansas

MINUTES (draft)

Wednesday September 2, 2015
Public Works Conference Room
3535 Somerset Drive

Board Members: Deborah Nixon, Luci Mitchell, Rick Howell, Jonathan Pruitt, Frank Riott
Other Attendees: David Morrison, Suzanne Lownes, Rick Montgomery with the Kansas City Star

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

- 1) **Review and Approve Minutes of July 1, 2015** - Motion by David Morrison to accept the minutes, seconded by Frank Riott. **Approved unanimously.**
- 2) **Fall Seminar** - It was reminded that the Fall Seminar is Wednesday October 7, 2105 at 7:00pm in the Council Chamber. Rick Howell volunteered to introduce the speakers at the event. The speakers will be Kim Bomberger with the State Forestry on the Value of Trees and Robert Whitman with Gould Evans on Great Communities and Street Trees. The two will split the time with each having a 30 minute presentation.

The Board decided to contact the other local city Tree Boards and invite them to the seminar. The following is the outlined contact list:

- Mission - Jonathan Pruitt
- Roeland Park - Jonathan Pruitt
- Overland Park - Deborah Nixon
- Kansas City, KS - Deborah Nixon
- Mission Hills - Deborah Nixon
- Fairway - Frank Riott
- Leawood - Frank Riott
- Kansas City, MO - Luci Mitchell
- Olathe - Luci Mitchell
- Shawnee - Suzanne Lownes
- Lenexa - Suzanne Lownes
- Merriam - David Morrison
- Westwood - David Morrison

- 3) **Old Business** - Suzanne Lownes handed out the Arbor Day Association handbook and flyer for the Committee to review. There are enough books for everyone but only two of the handouts and Jonathan Pruitt and Deborah Nixon said they would review the handouts to see if they seemed beneficial and more could be ordered.

Deborah Nixon updated the group on the Meadowbrook Project walk-through. Jonathan Pruitt, Frank Riott, and Luci Mitchell all said they would be interested in joining in the walk-through if their schedules allowed and to keep them in the loop.

- 4) **New Business** - Suzanne Lownes and the Board welcomed new member Frank Riott for his first meeting.

Suzanne Lownes updated the group that the Field Superintendent position had been filled by Corey Hansen who previously worked at Jackson County and MODOT. The Committee said they would like Corey Hansen to attend a Tree Board meeting so they could meet him.

Rick Montgomery wanted to meet with the board members about an article he was doing concerning EAB and Countryside East Homes Association.

- 5) **Next Meeting** - Fall Seminar will be October 7, 2015 at 7:00pm
The next meeting will be November 4, 2015 at 6:00pm

The meeting adjourned at 7:10 p.m.
Minutes prepared by Suzanne Lownes.

**Council Members
Mark Your Calendars
October 19, 2015**

October 2015	State of the Arts exhibit in the R.G. Endres Gallery
October 19	City Council Meeting
October 20	Prairie Village Foundation meeting - 5:30 p.m.
November 2015	Chun Wang exhibit in the R.G. Endres Gallery
November 2	City Council Meeting
November 13	Artist reception in the R. G. Endres Gallery 6:30 - 8:00 p.m.
November 16	City Council Meeting
November 21	Northeast Johnson County Chamber of Commerce Annual Gala
November 26/27	City Offices Closed for Thanksgiving Holiday
December 2015	Peter Smokorowski exhibit in the R.G. Endres Gallery
December 3	Mayor's Holiday Tree Lighting at Corinth Square
December 4	Volunteer Appreciation Holiday Party
December 6	Gingerbread House Event at Brighton Gardens
December 7	City Council Meeting
December 11	Artist reception in the R. G. Endres Gallery 6:30 - 8:00 p.m.
December 21	City Council Meeting
December 25	City Offices Closed for Christmas Holiday