

CITY OF PRAIRIE VILLAGE

February 16, 2016

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
Tuesday, February 16, 2016
6:00 PM

AGENDA

BROOKE MOREHEAD, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

Discussion Tobacco 21 Initiative

- *COU2016-04 Consider design agreement with Indigo Design for Porter and Windsor Park upgrades
Keith Bredehoeft

Review additional concept design for Police Department/City Hall entrance and patio project
Keith Bredehoeft

- *COU2016-05 Consider approval of design contract with Hollis + Miller for Police Department/City Hall entrance and patio project
Keith Bredehoeft

- *COU2016-06 Consider approval of vehicle purchase of a F550 2016 truck
Keith Bredehoeft

- *COU2016-07 Consider construction observation/inspection agreement with BHC Rhodes for on-Call Services
Keith Bredehoeft

- *COU2016-03 Consider approval change in CP046 Reservation of Facilities - Community Center rentals
Joyce Hagen Mundy

Discussion on bidding of solid waste services and glass recycling alternate
Wes Jordan

Discussion regarding the options and preferred approach for the bidding and management of the public infrastructure projects at Meadowbrook Park
Quinn Bennion

***Council Action Requested the same night**



Discussion of Tobacco 21 Initiative

Background:

The Mayor and City Council identified the Tobacco 21 initiative as a 2016 priority for discussion.

Healthy KC, a partnership of the Greater Kansas City Chamber of Commerce, Blue Cross and Blue Shield of Kansas City, as well as health and wellness leaders, have been working with leaders across the metropolitan area on tobacco prevention and cessation. One of the recommendations from the task force is to increase the legal age for buying tobacco from 18 to 21. The ordinances only prohibit the retail businesses from selling tobacco to individuals under the age of 21. This includes cigarettes, electronic cigarettes, and tobacco products. The possession and consumption of tobacco by individuals between 18 to 20 years of age remains legal.

Ordinances to change the purchase age to 21 have been approved in Kansas City, Missouri and Kansas City, Kansas as well as Olathe, Gladstone, and Independence. Other cities in the area are currently in discussion. To date, Merriam, Mission, and Shawnee have declined interest. The Shawnee Mission School District Board of Education recently passed a resolution supporting this initiative and requested their constituent cities increase the legal age of purchasing tobacco to 21.

The City of Prairie Village currently has 8 cigarette retailers licensed with the state:

- Shell (Akas Inc.) – 3901 Tomahawk Road
- Hen House – 6950 Mission
- Hen House – 4050 W. 83rd Street
- Hy-Vee Food & Drug – 7620 State Line Road
- Hy-Vee Gas – 7720 State Line Road
- Shell (Raytown Petroleum LLC) – 8120 Mission Road
- Rimann Liquor – 3917 Prairie Lane
- Walgreens – 4016 W. 95th Street

CVS Pharmacy no longer sells tobacco products as part of a nationwide initiative in 2014.

Jessica Hembree, Program Officer with the Health Care Foundation of Kansas City and Scott Hall, Vice President for Strategic Initiatives with the Greater Kansas City Chamber of Commerce, will be present on Tuesday and make a presentation.

Attachments:

1. Healthy KC Tobacco 21 Model Ordinance
2. Tobacco 21 Overview
3. Letter from Dr. Roy Jensen, Director at The University of Kansas Cancer Center
4. Shawnee Mission School District Statement of Position – Health and Wellbeing

Prepared By:

Nolan Sunderman
Assistant to the City Administrator
Date: February 8, 2016

I. Findings of Fact and Purpose

- a. [County/municipality] recognizes that the use of tobacco products has devastating health and economic consequences.
- b. Tobacco use is the foremost preventable cause of premature death in America.¹ It causes half a million deaths annually² and has been responsible for 20.8 million premature deaths in the U.S. over the past 50 years since the first Surgeon General's report on smoking in 1964.³
- c. This leads to more than \$300 billion in health care and lost worker productivity costs each year.⁴
- d. [County/municipality] further recognizes that young people are particularly susceptible to the addictive properties of tobacco products, and are particularly likely to become lifelong users.
- e. An estimated 5.6 million youth aged 0 to 17 are projected to die prematurely from a tobacco-related illness if prevalence rates do not change.⁵
- f. National data show that 95 percent of adult smokers begin smoking before they turn 21. The ages of 18 to 21 are a critical period when many smokers move from experimental smoking to regular, daily use.⁶
- g. Young minds are particularly susceptible to the addictive properties of nicotine.⁷ Tobacco industry documents show that those who start smoking by the age of 18 are almost twice as likely to become lifetime smokers as those who start after they turn 21.⁸
- h. Electronic smoking device use among minors has recently tripled.⁹
- i. In 2015, the Institute of Medicine concluded that raising the minimum legal sales age for tobacco products nationwide will reduce tobacco initiation, particularly among adolescents aged 15 to 17, improve health across the lifespan, and save lives; and that

Findings:

The purpose of including findings in a tobacco MLSA 21 ordinance is to clearly identify the problems to be addressed with the policy.

Findings can provide guidance to not only the policy drafters and decision makers, but the readers of the policy as well.

Common findings associated with a comprehensive tobacco MLSA policy will identify health concerns and other problems related to use and/or access to tobacco.

Findings specific to your jurisdiction, such as use rates among local teens and young adults, will provide further rationale for your ordinance.

Electronic Smoking Devices:

This finding supports the inclusion of electronic smoking devices in the sales restriction.

raising the minimum legal sales age for tobacco products nationwide to 21 would, over time, lead to a 12 percent decrease in smoking prevalence.¹⁰

- j. The Institute of Medicine also predicts that raising the minimum legal sales age for tobacco products nationwide to 21 would result in 223,000 fewer premature deaths, 50,000 fewer deaths from lung cancer, and 4.2 million fewer years of life lost for those born between 2000 and 2019, and would result in near immediate reductions in preterm birth, low birth weight, and sudden infant death syndrome.¹¹
- k. A growing number of communities, including the state of Hawaii, have enacted MLSA 21 laws to further restrict access to tobacco.¹²
- l. Three-quarters of adults favor raising the MLSA for tobacco products to 21, including seven in ten smokers.¹³
- m. The financial impact of tobacco MLSA 21 ordinances on retailers is likely to be minimal, decreasing tobacco sales by only 2%.¹⁴
- n. Raising the minimum age to purchase tobacco products is consistent with raising the legal drinking age to 21, which led to reduced alcohol use and dependence among youth, and contributed to the decline in drunk driving fatalities.¹⁵
- o. [County/municipality] adopts the following tobacco MLSA 21 ordinance to reduce tobacco use by keeping tobacco products out of the hands of young people.

Retail impact:

Tobacco retailers may oppose a tobacco MLSA 21 ordinance out of concern that they may lose business. This finding addresses that concern.

Legal drinking age:

Raising the legal drinking age to 21 has had significant public health benefits. Raising the tobacco MLSA to 21 may have similar benefits.

II. Jurisdiction

Pursuant to [provide applicable citation], this ordinance applies throughout [describe area subject to regulation].

Jurisdiction:

Some ordinances include a description of where the regulations that follow will apply.

This type of provision can be particularly important when one type of local government (such as a county) has the authority to enforce its regulation within another unit of government (such as a city or village).

III. Definitions

As used in this ordinance:

Definitions:

A thorough definitions section explains the language and wording used in an ordinance and also helps ensure the language is consistent throughout the entire document. A well-thought-out definition section can help reduce ambiguity and confusion. For example, defining “tobacco products” is important so those responsible for enforcing the policy know what products are included. This is critical because the tobacco industry is developing new ways to deliver nicotine to users.

Before writing a definitions section, you need to determine to what extent your county or municipality has the power to define terms. It is also important to see if any of these terms are already defined in other local authority. If one or more of these terms are defined differently, you might consider using an alternative term to avoid confusion.

- a. **“Distribute”** means any device furnish, give, provide, or to attempt to do so, whether gratuitously or for any type of compensation.
- b. **“Distributor”** means a person who distributes a tobacco product.

“Distribute” and **“distributor”** are common terms in local ordinances, and may already be defined elsewhere. If so, and if they mean something different than what you intend, consider using other terms instead to avoid confusion.

used to deliver aerosolized or vaporized nicotine to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen or e-hookah. Electronic smoking device includes any component, part, or accessory of such a device, whether or not sold separately, and includes any substance intended to be aerosolized or vaporized during the use of the device.

Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

Electronic smoking devices:

Electronic smoking devices should be defined because they are included in this ordinance’s age-based sales restriction.

- d. **“Person”** means any natural person, partnership, joint venture, society, club, trustee, trust, association, organization, or corporation, or any officer, agent, employee, factor, or any other personal representative thereof, in any capacity.
- e. **“Recipient”** means any person who obtains or attempts to obtain a tobacco product.
- f. **“Tobacco product”** means any product that is made from or derived from tobacco, and is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, snus, or an electronic smoking device. The term includes any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes, or liquids used in electronic smoking devices. Tobacco product does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

Tobacco product:

A strong tobacco control policy must contain a thorough “tobacco product” definition.

First, a comprehensive definition(s) will cover all current, known tobacco products (as well as pipes, rolling papers, electronic smoking devices, and other “related” devices), and will be likely to cover future products as well.

Second, unless cessation products are specifically exempted, the sale of those products to persons under 21 may also be prohibited.

Finally, providing a comprehensive definition of “tobacco products” can aid in compliance and enforcement by clearly specifying what exactly is being prohibited.

IV. Minimum Legal Sales Age for Tobacco Products

The sale or distribution of any tobacco product to a person under the age of 21 is prohibited.

Possession, Use, and Purchase by Underage Individuals:

Prohibiting the possession, use, and purchase (PUP) of tobacco products by underage persons is a part of many ordinances. However, this ordinance does not include restrictions on the possession or use of tobacco products by those under 21.

PUP provisions may be unlikely to reduce youth smoking significantly. Also, they may undermine other conventional avenues of youth discipline, divert attention from more effective tobacco control strategies, and relieve the tobacco industry of responsibility for its marketing practices.

If a PUP provision seems politically necessary, it could be worded as follows:

The purchase or attempted purchase of any tobacco product by or on behalf of a person under the age of 21 is prohibited.

It may also be possible to include non-monetary consequences in the penalties section:

Individuals under the age of 21 who unlawfully purchase or attempt to purchase tobacco products may be subject to tobacco-related education classes, diversion programs, community service, or other penalties that [County/municipality] believes will be appropriate and effective.

For a discussion of the merits of PUP laws, see Gary Giovino & Melanie Wakefield, *Teen Penalties for Tobacco Possession, Use and Purchase: Evidence and Issues*, 12 TOBACCO CONTROL 6 (2003), http://tobaccocontrol.bmj.com/content/12/suppl_1/i6.full.

V. Age Verification

Before distributing any tobacco product, the distributor shall verify that the recipient is at least 21 years of age.

Each distributor shall examine the recipient's government-issued photographic identification. No such verification is required for a person over the age of 30. That a recipient appeared to be 30 years of age or older shall not constitute a defense to a violation of this section.

Age Verification:

Federal regulations require distributors to "card" cigarette and smokeless tobacco recipients who look younger than 27 years old. 21 C.F.R. § 1140.14(b)(2). However, state and local governments generally can adopt more restrictive tobacco regulations without being preempted by federal law. 21 U.S.C.A. § 387p.

Because this ordinance raises the minimum legal sale age for tobacco products, it makes sense to make a corresponding increase to the minimum carding age. For example, 30 years old is a simple, intuitive visual age line.

VI. Signage

No person shall sell or permit the sale of tobacco products in [county/municipality] unless a clearly visible notice is posted at the location where tobacco products are available for purchase. The [County/municipality] shall provide this notice, which shall state “No person under the age of 21 may purchase tobacco products,” legibly printed in letters at least one-half inch high.

Signage:

Requiring tobacco sellers to post a standardized notice raises awareness of the age restriction (both among distributors and the general public) and helps promote compliance.

If a state or local authority has an existing age-related signage requirement, mirroring that standard may be preferable.

VII. Enforcement

[County/municipality] or its authorized designee may conduct random, unannounced inspections at locations where tobacco products are distributed to test and ensure compliance with this ordinance.

Enforcement:

An enforcement section empowers your county or municipality to inspect distributors for compliance.

Synar Inspections

Your county or municipality can use Synar funds for these inspections. Although the Synar Amendment only requires a MLSA of 18, inspection funds are still available through Synar to jurisdictions that raise their MLSA to 21. Also, if e-cigarettes are included in your state’s definition of “tobacco product,” Synar funds are available for inspections of e-cigarette distributors. However, be aware that if 18- to 20-year-old decoys are used in unannounced Synar inspections and the state’s sales rate exceeded 20%, this could trigger Synar penalties.

VIII. Penalties

- a. **In General.** Any person found to have violated this ordinance shall be subject to a fine of no less than \$300 for the first offense, no less than \$600 for the second offense, and no less than \$1000 for each offense thereafter. Each violation, and every day in which a violation occurs, shall constitute a separate violation.
- b. **Licensees.** In addition to any other penalty, a licensee who violates any provision of this ordinance may be subject to license suspension, revocation, and/or non-renewal.

Penalties:

A penalties section specifies the consequences for violations.

Local governments often have the ability to impose criminal and/or civil penalties for ordinance violations.

When deciding what penalty to attach to these violations, you may want to review the authority for penalties provided for similar offenses in your county or municipality.

Licensing Consequences:

When distributors are licensed by the county or other municipality, the threat of license suspension revocation may be a more effective deterrent than a fine or other related sanction. Regardless of whether tobacco retailer licensing exists in your jurisdiction, penalties can be imposed against any general business license.

See the Consortium's publication [*License to Kill?: Tobacco Retailer Licensing as an Effective Enforcement Tool*](#) for further discussion of tobacco license penalties.

- c. **Criminal Prosecution.** Nothing in this section shall prohibit the [County/municipality] from initiating criminal proceedings for any alleged violation of this ordinance.

IX. Exceptions and Defenses

- a. The penalties in this ordinance do not apply to a person younger than 21 years old who purchases or attempts to purchase tobacco products while under the direct supervision of [County/municipality] staff for training, education, research, or enforcement purposes.

Employment Exemption:

This exemption clarifies that underage employees can sell or otherwise handle tobacco products. Because young retail clerks are more likely to sell tobacco to underage buyers, an ordinance may want to omit this exception. For an argument against allowing retail clerks under the age of 21 to sell tobacco, see Joseph DiFranza & Mardia Coleman, *Sources of Tobacco for Youths in Communities with Strong Enforcement of Youth Access Laws*, 10 TOBACCO CONTROL 323 (2001), <http://tobaccocontrol.bmj.com/content/10/4/323.full>.

- b. Nothing in this ordinance prohibits an underage person from handling tobacco products in the course of lawful employment.
- c. It shall be an affirmative defense to a violation of this ordinance for a person to have reasonably relied on proof of age as described by state law.

X. Severability

If any provision of this ordinance, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect any other provision of this ordinance that can be given effect without the invalid provision or application. Each invalid provision or application of this ordinance is severable.

Severability Clause:

A severability clause improves the likelihood that even if some part of this ordinance is found invalid, the rest will stand.

XI. Effective Date

This ordinance shall take effect on [effective date].

Last updated: December 2015

Effective date:

A county or municipality should select an effective date that will provide sufficient time to educate distributors and the public of these new restrictions.

Notes

¹ Ctrs. for Disease Control & Prevention, *Current Cigarette Smoking Among Adults, United States, 2011*, 61(44) MORBIDITY & MORTALITY WLY. REP. 889, 889 (2012), <http://www.cdc.gov/mmwr/pdf/wk/mm6144.pdf>.

² U.S. DEP'T OF HEALTH & HUMAN SERVS., *THE HEALTH CONSEQUENCES OF SMOKING – 50 YEARS OF PROGRESS: A REPORT OF THE SURGEON GENERAL*, ch. 12 p. 659 (2014), <http://www.surgeongeneral.gov/library/reports/50-years-of-progress/index.html>.

³ *Id.*

⁴ *Id.* at 679; *see also* Xin Xu et al., *Annual Health Care Spending Attributable to Cigarette Smoking: An Update*, 48 AM. J PREV. MED. (2015).

⁵ U.S. DEP'T OF HEALTH & HUMAN SERVS., *supra* note 2.

⁶ Calculated by the Campaign for Tobacco-Free Kids based on data in the National Survey on Drug Use and Health (2013), <http://www.samhsa.gov/data/sites/default/files/NSDUHresultsPDFWHTML2013/Web/NSDUHresults2013.pdf>.

⁷ Angelica M. Morales et al., *Cigarette Exposure, Dependence, and Craving Are Related to Insula Thickness in Young Adult Smokers*, 39 NEUROPSYCHOPHARMACOLOGY 1816 (2014), <http://www.nature.com/npp/journal/v39/n8/full/npp201448a.html>.

⁸ *Estimated Change in Industry Trend Following Federal Excise Tax Increase*, LEGACY TOBACCO DOCUMENTS LIBRARY (Sept. 10, 1982), at 2, <https://industrydocuments.library.ucsf.edu/tobacco/docs/#id=nnnw0084>.

⁹ *E-cigarette Use Triples Among Middle and High School Students in Just One Year*, CTRS. FOR DISEASE CONTROL AND PREVENTION (Apr. 16, 2015), <http://www.cdc.gov/media/releases/2015/p0416-e-cigarette-use.html>.

¹⁰ INST. OF MED., *Public Health Implications of Raising the Minimum Age of Legal Access to Tobacco Products* (2015), <http://iom.nationalacademies.org/Reports/2015/TobaccoMinimumAgeReport.aspx>.

¹¹ *Id.*

¹² *Tobacco 21 Cities*, TOBACCO21.ORG (Apr. 2015), <http://tobacco21.org/state-by-state>; HAW. REV. STAT. § 709-908 (2015) (effective Jan. 1, 2016).

¹³ Brian A. King et al., *Attitudes Toward Raising the Minimum Age of Sale for Tobacco Among U.S. Adults*, 49 (4) AM. J. PREVENTATIVE MED. 583, 583 (2015).

¹⁴ See Jonathan P. Winickoff et al., *Retail Impact of Raising Tobacco Sales Age to Twenty-One*, 104 AM. J. PUB. HEALTH 18, 18 (2014).

¹⁵ William DeJong & Jason Blanchette, *Case Closed: Research Evidence on the Positive Public Health Impact of the Age 21 Minimum Legal Drinking Age in the United States*, J. STUD. ALCOHOL DRUGS 108 (SUPP. 17 2014).

TOBACCO ~~eighteen~~ twenty-one

Reducing Youth Smoking in Johnson and Wyandotte Counties

The Problem:

- » More than 95% of long-term smokers started before age of 21.
- » Adolescent brains are still developing and are uniquely sensitive to nicotine addiction.
- » While youth smoking cigarettes is slowly declining, e-cigarette use among youth has more than doubled in recent years.
- » E-cigarettes contain nicotine, toxic chemicals and carcinogens and are currently available to 18-year-olds.
- » On average, area youth try cigarettes for the first time at age 12.
- » Smokers cost up to 40% more than non-smokers in health care costs.
- » For private businesses, smoking employees have an excess cost of, on average, \$5,816 per year.
- » The primary place that underage smokers get tobacco is from their 18 to 20 year old peers.
- » Over 80% of high school seniors are older than 18 when they graduate.

The Solution: Increasing the minimum legal age of sale for tobacco products to 21.

Our Proposal:

1. The sale of tobacco products, e-cigarettes, vapor products and paraphernalia should be restricted to those 21 and over.

The Health Impact:

- » Increasing the minimum legal sale age of tobacco to 21 can reduce overall smoking rates by 12%.
- » A March, 2015 Institute of Medicine study estimated that Tobacco 21 would reduce smoking among 15-17 year old by 25% and among 18-20 year olds by 15%
- » Fewer smokers before 18 lead to fewer long-term smokers. In time, smoking prevalence will be significantly lower in our schools, workforce, and community.

Supporters:

- » 75% of U.S. adults, including 70% of current smokers.
- » 118 cities in eight states and the entire state of Hawaii have passed Tobacco 21.
- » Countless health organizations throughout the KC metro area.

How do we do this?

Through simple changes to local ordinances. Sample ordinances can be provided for reference and guidance.

Dear Mayor Wassmer,

In just eight months, The University of Kansas Cancer Center will submit its application to obtain Comprehensive Cancer Center designation from the National Cancer Institute (NCI). This level of designation is the highest honor a cancer center can achieve – just 45 cancer centers throughout the U.S. have received the award - and none are in our region.

In order for us to receive Comprehensive designation, KU Cancer Center must demonstrate that we are significantly improving the health of our communities. We must show that we are providing highly effective and wide-spanning outreach capabilities with dissemination into the general population.

And one of our biggest challenges is helping people to stop smoking.

Last year, cancer became the number one cause of death in Kansas, and lung cancer is the biggest culprit. More than 2,000 Kansans were diagnosed with lung cancer, one of the most preventable types of cancer, and most of these people will die for one reason alone: they smoked cigarettes.

The 'Healthy KC' initiative, launched by the Greater Kansas City Chamber of Commerce, has put forward a 'Tobacco 21' proposal that would raise the age of purchase for tobacco products, including e-cigarettes, from 18 to 21 years of age. By raising the age of tobacco purchase to 21, we can have a dramatic impact on access to cigarettes in our schools. This will, in turn, reduce the number of children that get addicted to cigarettes and, subsequently, reduce the burden of lung cancer as well as cancer of the mouth, lips, sinuses, larynx, pharynx, esophagus, stomach, pancreas, kidney, colon and bladder.

KU Cancer Center stands firmly behind efforts to reduce cancer in our region. Our Cancer Control & Population Health Research Program scientists have recently received significant funding from the NCI to conduct smoking cessation trials throughout the state. We know 31 percent of all cancers could be eradicated if people no longer smoked, and we strive to see a minimum of a 20 percent decrease in the use of tobacco over the next 15 years.

With your support of 'Tobacco 21,' we stand far better equipped to enhance our application for Comprehensive designation, which will allow us to continue to receive critical research funding to effectively prevent cancer as well as care for future cancer patients.

Thank you for helping save the lives of thousands of Kansans.

Roy A. Jensen, M.D.
Director
The University of Kansas Cancer Center
Kansas Masonic Cancer Research Institute
William R. Jewell, M.D. Distinguished Masonic Professor
3901 Rainbow Blvd
2017 Wahl Hall West
Mail Stop 1027
Kansas City, Kansas 66160-7312
Phone: (913) 588-2568
www.kucancercenter.org

THE UNIVERSITY OF KANSAS
CANCER CENTER

STATEMENT OF POSITION - HEALTH AND WELLBEING

The Shawnee Mission Board of Education believes all students, staff, parents and patrons should strive to maintain healthy lifestyles.

The Shawnee Mission Board of Education recognizes and appreciates recent actions taken by the governing bodies of Kansas City, Missouri, and Kansas City, Kansas, to increase the legal age for purchase of tobacco products, including e-cigarettes and smokeless tobacco, to age 21.

The Shawnee Mission Board of Education hereby encourages governing bodies of the fourteen Johnson County municipalities served by the Shawnee Mission School District to consider increasing the legal age for purchase of tobacco products, including e-cigarettes and smokeless tobacco, to age 21.

Adopted November 23, 2015

Shawnee Mission School Board

Sara Goodburn, President



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 15, 2016
Council Meeting Date: March 7, 2016

COU2016-04

CONSIDER CONTRACT WITH INDIGO DESIGN FOR 2016 PARK PROJECTS

RECOMMENDATION

Staff recommends approval of the 2016 Parks Projects Contract with Indigo Design, Inc. in the amount of \$39,020.00.

BACKGROUND

This contract is for the design services for the 2016 Parks Projects. City Council approved 2016 funding for improvements to Porter and Windsor Parks with a Playset Package that provides improves playsets for Taliaferro, Bennett and Windsor Parks.

Improvements in Porter Park include a new nature play area to enhance the play experience and sports field improvements for baseball and soccer. Also included at Porter Park is a trail extension to enhance connectivity. Windsor Park improvements features a new nature play area, new park benches and tables, and drainage improvements to the baseball field.

Once preliminary plans are developed we will have a public meeting for residents to see the plans and offer comments on the improvements. Design will begin now so a construction project can be let in the early Summer of 2016.

Indigo Design was the City's consultant for the Parks Master Plan and helped with the revised concepts in 2012 and thus was selected to design these improvements.

FUNDING SOURCE

Funding is available in the 2016 CIP.

ATTACHMENTS

1. Design agreement with Indigo Design, Inc.

PREPARED BY

Melissa Prenger, Senior Project Manager

February 9, 2016

AGREEMENT FOR
For
DESIGN SERVICES
Of
PROJECT - 2016 PARKS PROJECTS

PORTER PARK - BG600001
WINDSOR PARK -BG900001

Playset Package
WINDSOR PARK -BG900001
TALIAFERRO PARK - BG450001
BENNETT PARK - BG050001

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 **INDIGO DESIGN, INC.** a corporation with offices at 8593 Timber Trails Drive, DeSoto, Kansas 66018 hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide services for the general design of park improvements, 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 construct park improvements to Taliaferro and Bennett Parks.
- B. City Representative** The City shall in a timely manner designate, Melissa Prenger, 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. Correspondence to Property Owners** Obtain mailing list and approve all correspondence to property owners in the project area. Typical, but not all inclusive, correspondence is:
 - 1. Frequently Asked Questions (FAQ)
 - 2. Citizen Bill of Rights
 - 3. Information request about driveway, lawn sprinkler, pet fence
 - 4. Intent to construct sidewalk
 - 5. Intent to begin construction
 - 6. Public Information meeting

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

See Attachment 'A'.

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:

Final Design Documents

Due by Tuesday, April 12, 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:

All Phases	Total Maximum Fee \$ 39,020.00
------------	--------------------------------
- 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 from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- M. **Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. **Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to 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

Laura Wassmer, Mayor

Address for giving notices:

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

Telephone: 913.385.4647
Email: publicworks@pvkansas.com

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

Indigo Design, Inc.

Doug Pickert, Owner

Address for giving notices:

Indigo Design, Inc.
8593 Timber Trails Drive
DeSoto, Kansas 66018

Telephone: 913.583.1370
email: doug_indigodesign@sbcglobal.net

APPROVED AS TO FORM BY:

Catherine P. Logan, City Attorney

Prairie Village – 2016 Park Projects.

ATTACHMENT A – SUPPLEMENT FOR PROJECT SCOPE

This supplemental section for Attachment A further defines the design scope and deliverables for each park project:

DESIGN SCOPE

General Services

- Prepare design documents and present concepts at an Open House presentation with the general public. Meet with the Park Board and conduct design meetings with City staff, as needed.

Porter Park

- New Nature Play Area to enhance overall play experience, per the Parks Master Plan documents, to be reviewed and revised as needed.
- Sports field drainage improvements for baseball and soccer fields.
- Extension of walking trail from SW corner at Roe to NE along creek, ending at Tomahawk Trail.
- New backstops at ball fields.

Windsor Park

- New play structure(s) (replace existing). Save smaller pieces, as appropriate.
- New park benches and tables.
- New Nature Play Area at existing sand volleyball court location (replace court).
- Ball field drainage improvements (at foul lines).

Taliaferro Park

- New play structure(s) (replace existing). Save smaller pieces, as appropriate.

Bennett Park

- Improve/expand existing play structure with component upgrades OR replace structure, if deemed a better solution after consideration of improvement/upgrade costs.

PROJECT SCHEDULE

Assuming Notice to Proceed by third week of February

- Schematic Design complete – March 12
- Design Development complete – April 12
- Construction/Bidding Documents complete – April 29
- Bids received in mid-May, Construction to begin first of June.

DELIVERABLES

Deliverables for project include:

- Topographic Survey – Porter Park and Windsor Park (partial for project area)
 - See attached area diagrams

Prairie Village – 2016 Park Projects.

ATTACHMENT A – SUPPLEMENT FOR PROJECT SCOPE

- 1' contours
- Site utilities, as marked by One Call and City – water, storm, sanitary, electric.
- Individual trees throughout project areas
- AutoCAD format (and other digital formats, if desired)

Phase 1 – Schematic Design

- 24x36 plan sets to illustrate site plans and detailed design features (4 copies for City) - Layout, grading, landscape, and details for items noted in the design scope.
- Play structure plans
- Opinion of Probable Project Costs
- 24x36 or larger rendered plan for presentation purposes
- Digital copies of all of the above

Phase 2 – Design Development

- 24x36 plan sets to illustrate dimensions, materials, colors, etc. for all site plan and detailed design features (4 copies for City) - Layout, grading, landscape, and other details for items noted in the design scope.
- Play structure plans
- Opinion of Probable Project Costs
- Digital copies of all of the above

Phase 3 - Construction Documents

- 24x36 plan sets for bidding and construction purposes (6 copies for City) for all items noted in the design scope
- Project Manual with City-approved front end documents, bid form, and project specifications.
- Opinion of Probable Project Costs
- Digital copies of all of the above

Phase 4 – Bidding Administration

- Responses to bidder inquiries
- Addenda document preparation
- Bid tabulation form
- Assistance with bid tabulation and review

Phase 5 – Construction Administration

- The design team will provide on-call services to assist with plan interpretation at the discretion of the City.
- The design team will review shop drawings, as needed.
- A minimum of six (6) site visits will be conducted by Indigo Design during construction to coordinate with the Contractor relative to the nature play areas, specifically to review final grading, locate specific play components, and mark/adjust plant locations, etc.

Prairie Village – 2016 Park Projects.

ATTACHMENT B - Proposed Fees

The following proposed fees for Indigo Design are based on our current understanding of the project elements and the scope of services included in this proposal.

Porter and Windsor Parks, Playset Package for Windsor, Taliaferro and Bennett Parks

Phase 1 – Schematic Design	\$ 7,920
Phase 2 – Design Development	\$ 9,450
Phase 3 - Construction Documents	\$ 7,920
Phase 4 – Bidding Administration	\$ 1,440
Subtotal for Design Phase services	\$ 26,730
<u>Phase 5 – Construction Administration*</u>	<u>\$ 6,390</u>
Total for above Phase 1-5 Services	\$ 33,120

Subconsultant Services

Topo Survey (Strick & Co.) Porter/Windsor Parks (partial)	\$ 5,300
Geo-tech for soil testing	\$ N/A

Reimbursable Expenses (Mileage, Printing, Mailing, etc.) \$ 600 maximum

Total Maximum Fees for All Parks and Services \$ 39,020

***Additional Notes regarding the Proposed Fees**

1. The fees do not include the review or assessment of hazardous materials or environmental impacts.
2. The fees are based on the scope of services being completed by the end of 2016.



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: January 19, 2016

Council Meeting Date: January 19, 2016

DISCUSS THE CONCEPTUAL OPTIONS FOR RE-CONSTRUCTION OF THE CITY HALL/POLICE DEPARTMENT ENTRANCE AND PATIO

RECOMMENDATION

Review and approve an option for construction of the City Hall/Police Department entrance and patio.

BACKGROUND

The first phase is conceptual design that now includes five options presented by Hollis + Miller of the developed site plans for selection by Council. At the January 19, 2016 meeting, the Governing Body requested an additional option be presented that represents the work that can be accomplished within the budget and scope established in 2009. City Council toured the site during an October committee meeting and provided input and expanded the 2009 project scope. All 5 options before the Council incorporate the current patio and its use, create a front entry ADA access point, and will correct the structural deficiencies of the existing infrastructure.

Refurbishment Option: \$740,000
Reconstruct existing courtyard "as is". This is a complete reconstruction cost.

Option 1: \$814,045
Complete reconstruction with a two-tiered courtyard.

Option 2: \$811,429
Complete reconstruction with a civic staircase and rectangular patio.

Option 3: \$814,370
Complete reconstruction with a graduated staircase and a semi-circle patio.

Option 4: \$430,000
This is a new option presented within the budget and scope established in 2009.

Design funding is within the budgeted dollars for the project. Proceeding to final design on a chosen option will assist in reducing the preliminary unknowns from the cost estimates and enable the project to proceed in 2016.

Option 3 was the preferred option of the Governing Body at the previous meeting. If directed to proceed with Option 3, additional construction funding could be pulled from the paving program. The Courtyard project is scheduled for construction in 2016, however, the project could be pushed to 2017 to allow for the adjustment of the project budget or more time of Council to select a design solution.

ATTACHMENTS

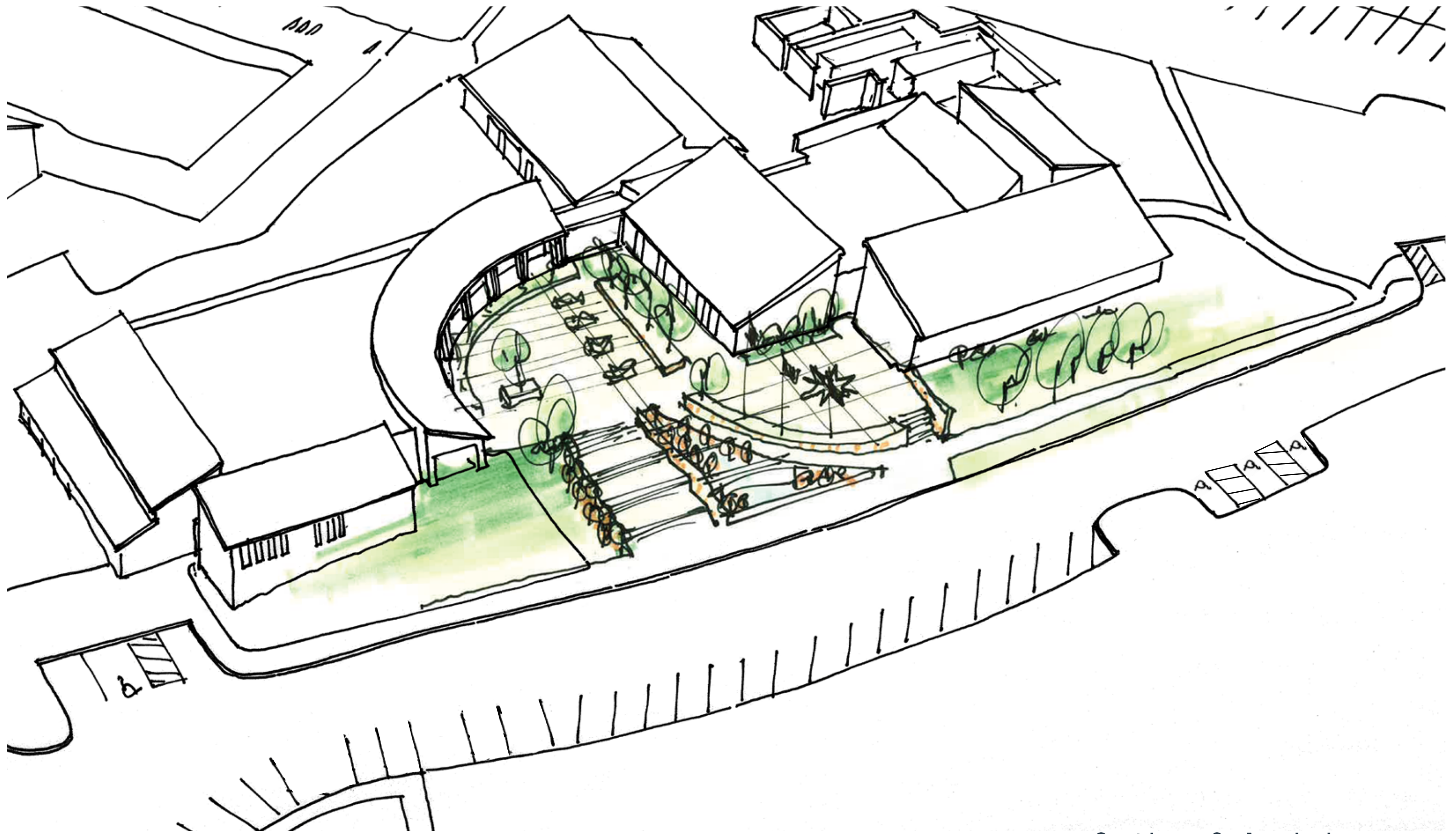
Schematics of Options 3 and 4

PREPARED BY

Melissa Prenger, Senior Project Manager

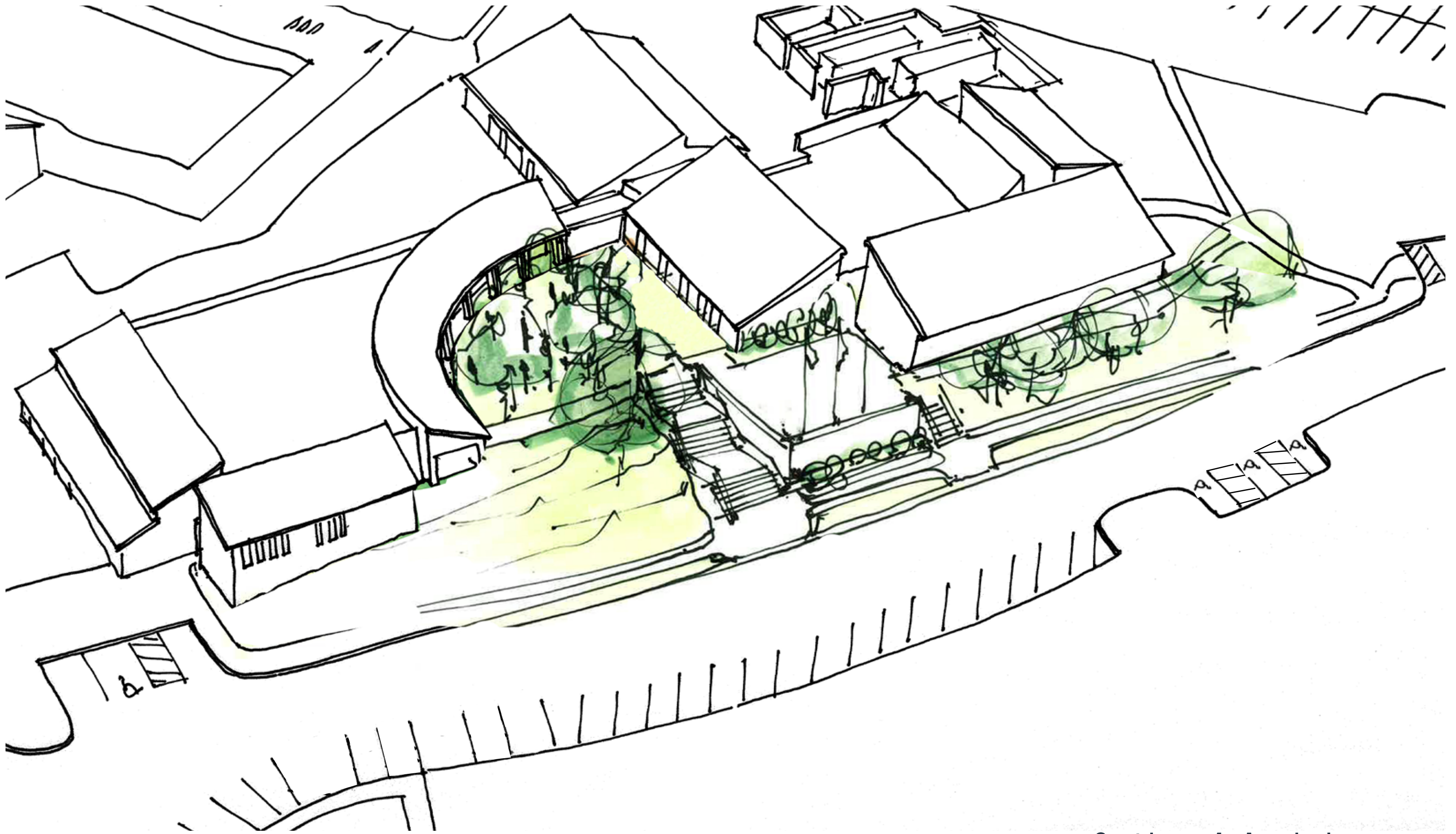
February 10, 2016





ADD







PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 15, 2016
Council Meeting Date: March 7, 2016

COU2016-05

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 \$50,000.00.

BACKGROUND

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

The conceptual design phase was completed with a presentation of 4 options.

This design agreement will move the project forward with the selected option to construction documents and plans.

RELATED TO VILLAGE VISION

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

February 10, 2016

AGREEMENT FOR PROFESSIONAL SERVICES

For

DESIGN SERVICES

Of

BG500001 City Hall Courtyard

THIS AGREEMENT, made at the Prairie Village, Kansas, this ___ day of _____, 2016 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 **\$430,000** 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

Following review and approval of schematic design phase by the City and after the City issues a notice to proceed with this phase; 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 Preliminary Design

3.1.1 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.

3.1.2 Preliminary plans shall include:

3.1.2.1 Cover Sheet

3.1.2.2 Typical Sections

3.1.2.3 Preliminary Plan and Profile Sheet for Storm Sewers

3.1.2.4 Standard Detail Sheets

3.1.2.5 Special Detail Sheets

3.1.3 Present one set of preliminary plans each to the City and to the other appropriate governmental agencies and utility companies as required.

3.1.4 Prepare an estimate of probable cost detailing typical construction pay items, separate consulting costs, acquisition of land or easements. Add a contingency fee of 20 percent to the sum of the construction cost, consulting fees and other pertinent costs such as acquisition of either land or easement.

3.1.5 Attend one public information meeting/Council meeting.

3.1.6 Keep minutes of all meetings and disperse to all attendees within five working days.

3.1.7 Conduct a field check of plans with City staff.

3.2 Final Design

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

- 3.3.1 Review the preliminary design documents.
- 3.3.2 Address any comments from preliminary review.
- 3.3.3 Finish design documents.
- 3.3.4 Add necessary standard and special details sheets.
- 3.3.5 Submit one set of final plans and specifications to the City and to other appropriate governmental agencies and utility companies.
- 3.3.6 Prepare a final construction cost estimate, including a compilation of typical construction pay items with unit work quantities and current estimated cost estimates. Add a contingency of 15 percent to the sum of the construction cost, consulting fees.
- 3.3.7 After receiving the permits and approvals, prepare all bid documents using City standard contract documents.
- 3.3.8 Keep minutes of all meetings and disperse to all attendees with five work days.
- 3.3.9 Provide one hard copy and electronic copy of any report.
- 3.3.10 Provide files of the plan or drawing in PDF Format.

3.4 Bidding Phase

Following final review by City staff and approval to proceed to bidding phase the Consultant shall undertake the following services:

- 3.4.1 Provide the City a notice of bid to Contractors for publication.
- 3.4.2 Mail notice to potential Contractors.
- 3.4.3 Provide to printing house, plans, bid documents, and specifications for purchasing by potential bidders.
- 3.4.4 Conduct a pre-bid meeting and answer questions as addenda to the contract bid.
- 3.4.5 Provide to the City a Consultant's estimate and bid tab sheet.
- 3.4.6 Attend bid opening and check all bids for accuracy.
- 3.4.7 Evaluate the bidders and make recommendation of award to the City.

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 Preliminary Design Phase: March 21, 2016
 - 4.5.2 Final Design Phase: April 18, 2016
 - 4.5.3 Letting Date: Summer 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 Design Fees - \$50,000
- 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 quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- 6.3 **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents. In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- 6.4 **Insurance:**
- 6.4.1 The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- 6.4.2 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or

equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.

- 6.4.3 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- 6.4.4 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- 6.5 **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- 6.6 **Termination for Convenience.** The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization
- 6.7 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
- 6.8 **Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the

comparative degree of fault of the Consultant and its sub-consultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.

6.9 **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

6.10 **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

6.11 **Successors and Assigns:**

6.11.1 The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

6.11.2 Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

6.11.3 Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

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

City:

City of Prairie Village, Kansas

By: _____

Laura Wassmer, Mayor

Address for giving notices:

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

Telephone: 913-385-4640

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 phase will be to design for construction with bid documents.

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 Basic Service\$ 50,000

- **Design Development.....\$ 20,000**
 - Develop selected design option to a greater level of design detail.
 - Provide all material and color options.
 - Indicate any paving patterns or paver materials.
 - Finalize all circulation patterns to the existing doors.
 - Finalize location and configuration of any water feature element.
 - Finalize location of flagpoles.
 - Indicate location and height of any retaining walls.
 - Provide site lighting design concept and fixtures.
 - Refine landscape plan with plant layout and plant types.
 - Present material and color palette.
 - Present final design to City Council for their approval.
- **Construction Documents.....\$ 20,000**
 - All plans required for permit and construction of paving, ramps, retaining walls, landscape, grading, site lighting and signage.
 - Demolition plan as required.
 - Any structural engineering that may be required for retaining walls.
 - Final construction documents, specifications and construction administration for any water feature will be by the water feature contractor.
 - Specifications related to all construction activity and materials.
 - Relocation of visitor parking to the west side of the entry drive may require additional services for final documentation and construction administration.
- **Construction Administration... \$ 10,000**
 - Review of all shop drawings.
 - 2 site visits per month during construction
 - Review Application for Payments
 - Punchlist
 - Final closeout documents.



PUBLIC WORKS DEPARTMENT

Council Committee Date: February 16, 2016

Council Meeting Date: February 16, 2016

COU2016-06

CONSIDER PURCHASE OF REPLACEMENT ONE TON TRUCK AND EQUIPMENT AND DISPOSAL OF ASSET #1354 BY AUCTION AND APPROVE \$19,162.06 FROM EQUIPMENT RESERVE FUNDS FOR THIS PURCHASE.

RECOMMENDATION

Staff recommends the City Council approve the purchase of a replacement F-550 truck from Shawnee Mission Ford for \$50,538.06, to purchase and assemble the truck equipment from Krantz of Kansas City for \$48,624.00, and dispose of Asset #1354 by auction.

BACKGROUND

The 2016 Public Works Operating Budget provides for the replacement of Asset #1354, a 2003 Ford F-350 One Ton Truck. This F-350 is being replaced with an F-550 truck. Public Works has recently reduced the number of large dump trucks from 6 to 4, replacing the two large trucks with smaller F-550's. This was done as 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. The new F-550's which will accommodate larger salt spreaders which will be beneficial during snow events. In 2015, when we budgeted for this 2016 replacement truck, we had not yet made the change to F-550's and therefore it was budgeted for an F-350. \$19,162.06 will be transferred from the Equipment Reserve Fund for this purchase.

Staff proposes to purchase the replacement pickup truck using the MACPP-Metropolitan Joint Vehicle Bid through the Mid-America Regional Council.

Bids were received in the Fall of 2015 for the purchase and assembly of equipment for two F-550's. We propose to use Krantz for the purchase and assembly of truck equipment as it was just recently bid and they have agreed to this same price. Examples of the equipment to be purchased and installed are the dump bed, the hydraulic system, the salt spreader, and the front plow.

Truck Purchase (MARC BID)-	\$50,538.06
Equipment and Assembly-	<u>\$48,624.00</u>
Total-	\$99,162.06

FUNDING SOURCE

The Equipment Reserve Fund for 2016 includes \$80,000 for one F-350 One Ton Truck replacement. The full cost of replacing one F-350 with the F-550 including the installation of equipment requires a transfer of \$19,162.06 from the Equipment Fund. A summary of the funds for the new F-550 is shown below.

	2016 Equipment Reserve(for Truck # 1354)	2016 F-550 Truck Purchase Price	2016 Equipment & Assembly F-550	Totals
Actual \$ for 2016		\$50,538.06	\$48,624.00	\$99,162.06
Planned \$ for 2016	\$80,000			<u>\$80,000</u>
			<u>Transferred \$= \$19,162.06</u>	

RELATION TO VILLAGE VISION

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

ATTACHMENTS

None

PREPARED BY

Keith Bredehoeft, Public Works Director

February 10, 2016



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 15, 2016

Council Meeting Date: March 7, 2016

COU 2016-07

CONSIDER CONSTRUCTION OBSERVATION/ INSPECTION AGREEMENT WITH BHC RHODES FOR ON-CALL SERVICES

RECOMMENDATION

Move to approve the Construction Observation/Inspection agreement with BHC Rhodes for On-Call Services

BACKGROUND

In 2015, Public Works requested proposals from firms to provide construction administration services for Prairie Village in the areas of Right of Way Inspection and Construction Inspection for the next three years. We had 11 firms submit proposals. BHC Rhodes was selected as one of the three firms to be used for on-call construction inspection services during 2015, 2016, and 2017. The selection committee consisted of Terrence Gallagher, Ted Odell, Keith Bredehoeft, Melissa Prenger and Kenny Khongmaly.

We are proposing to utilize an on-call consultant for the on-call inspection service to supplement City staff inspection during peak construction season for CIP Projects with a total maximum value of the contract at \$30,000. The hours per week will be regulated by city staff and will be adjusted as needed. The on-call services include inspection of CIP projects which include the 2016 CARS project, the 2106 Paving Program, and the 2016 Concrete program.

FUNDING SOURCE

Funding will be allocated from the appropriate CIP project.

ATTACHMENTS

1. Construction Observation/Inspection Agreement with BHC Rhodes

PREPARED BY

Melissa Prenger, Sr. Project Manager

February 9, 2016

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

For

CONSTRUCTION OBSERVATION/INSPECTION

For

ON-CALL SERVICES

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 Brungardt Honomichl & Company, P.A., (BHC RHODES), a Kansas corporation with offices at Overland Park, Kansas, hereinafter called the “Consultant”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for Construction Observation/Inspection for On-Call Services for the year of 2016 hereinafter called the “Project”,

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

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

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

ARTICLE I - RESPONSIBILITIES OF THE CITY

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

The CITY shall do the following in a timely manner:

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

Shall notify the CONSULTANT no less than two (2) days prior to needing observation/inspection services on a particular project. Knowing this service will be on an “as-needed” basis, CONSULTANT will make every effort to provide a representative upon request. If, for some reason CONSULTANT

cannot fulfill the services for the time requested, a written response will be provided to the City within 12 hours of receiving the request.

ARTICLE II - RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT designates Joe White as Construction Manager, who shall direct the related construction inspection and administration services in all phases of the Project to which this Agreement applies. The Construction Manager shall serve as the prime professional on this Project and shall be the prime contact with the Senior Project Manager. The Construction Manager shall designate a qualified Field Representative to complete the construction services required by the CITY.

The standard of care for all professional consulting services and related construction inspection and administration services either performed for or furnished by the CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT profession, practicing under similar conditions at the same time and in the same locality.

The Construction Manager shall act as CITY representative to the extent and limitations of the duties, responsibilities and authority as assigned herein and shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CITY instructions to Contractor will be issued through Construction Manager, who shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.

The Construction Manager shall conduct a pre-construction meeting, which will include the Senior Project Manager, Contractor, utility companies and any appropriate government agency partied with the CITY prior to commencement of Work at the Site.

The Construction Manager shall coordinate with the Contractor on the taking of digital, pre-construction pictures.

The Construction Manager shall make visits to the site at intervals appropriate to the various stages of construction, as Construction Manager deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Construction Manager are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Construction Manager herein, but rather are to be limited to selective checking, selective sampling, and similar methods of observation of the Work based on Construction Manager's exercise of professional judgment. Based on information obtained during such visits and such observations, Construction Manager will determine if Contractor's work is proceeding in accordance with the Project Manual, and Construction Manager shall keep CITY informed of the progress of the Work.

The purpose of Construction Manager visits to the Site of the Project will be to enable Construction Manager to carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase. By the exercise of Construction Manager's efforts as an experienced and qualified construction professional, the Construction Manager will provide for CITY a greater degree of confidence that the completed Work will conform in general to the Project Manual and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual has been implemented and preserved by Contractor. Construction Manager shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Construction Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Construction Manager neither

guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Project Manual.

The Construction Manager shall have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Construction Manager believes that such work will not produce a completed project that conforms generally to the Project Manual or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

The Construction Manager shall issue necessary clarifications and interpretations of the Project Manual as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Project Manual. Construction Manager may issue Field Orders authorizing minor variations of work that neither increase the Time for Completion nor have a value of more than \$1,000 from the requirements of the Project Manual.

The Construction Manager shall recommend Change Orders and Field Orders to Senior Project Manager, as appropriate, and prepare Change Orders and Field Orders as required.

The Construction Manager shall review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Project Manual and compatibility with the design concept of the completed project as a functioning whole as indicated in the Project Manual. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Construction Manager has an obligation to meet any Contractors submittal schedule that has earlier been acceptable to Construction Manager.

The Construction Manager and Senior Project Manager shall evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor.

The Construction Manager shall require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Project Manual. The Construction Manager's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Project Manual and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Project Manual. The Construction Manager shall be entitled to rely on the results of such tests.

The Construction Manager shall render formal written recommendations on all claims of CITY and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Project Manual pertaining to the execution and progress of the Work.

The Construction Manager shall:

1. Review the Contractor's monthly Applications for Payment to determine it represents the work accepted and is mathematically correct. Construction Manager will provide recommendation for payment to the Senior Project Manager. Such recommendations of payment will be in writing and will constitute Construction Manager representation to the CITY, based on such observations and review, that, to the best of Construction Manager knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon completion, to the results of any subsequent tests called for in the Project Manual and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Construction Manager responsibility to

observe the Work. In the case of unit price work, the Construction Manager recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Project Manual). The responsibilities of Construction Manager are expressly subject to the limitations set forth herein.

2. By recommending any payment, it will also not impose responsibility on Construction Manager to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price. However, the Construction Manager shall obtain from the Contractor documentation in approved form with the payment request to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

The Construction Manager shall receive and review maintenance and operating instructions, schedules, and guarantees that will be given to the Senior Project Manager.

The Construction Manager shall receive and deliver to the Senior Project Manager bonds, certificates, or other evidence of insurance not previously submitted and required by the Project Manual, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided herein, and the annotated record documents which are to be assembled by Contractor in accordance with the Project Manual to obtain final payment.

Construction Manager shall transmit to Senior Project Manager promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use. In company with Senior Project Manager and Contractor, the Construction Manager shall conduct an inspection to determine if the Work is Complete. If after considering any objections, the Construction Manager shall deliver a certificate of Completion to Senior Project Manager and Contractor.

Accompanying the recommendation for final payment, Construction Manager shall provide proper notice that the Work is acceptable to the best of the Construction Manager knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by Construction Manager for final payment to Contractors.

The Construction Manager shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Construction Manager shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Project Manual.

Construction Manager shall furnish assistants, and other field staff to assist Construction Manager to provide more extensive observation of Contractor's work by observing progress and quality of the Work. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the assistants and other field staff, Construction Manager shall provide protection against defects and deficiencies in the Work.

The duties and responsibilities Construction Manager are as follows:

- 1 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

- 2 Serve liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Project Manual.
- 3 Obtaining from CITY additional details or information, when required for proper execution of the Work.
- 4 Report when clarifications and interpretations of the Project Manual are needed and transmit to Contractor clarifications and interpretations.
- 5 Record date of receipt of Samples and approved Shop Drawings.
- 6 Receive and examine Samples, which are furnished at the Site by Contractor.
- 7 Review material test reports and inform Senior Project Manager and Contractor of results not meeting specifications. The Construction Manager shall make appropriate recommendations to address results not meeting specifications.
- 8 Advise the Contractor prior to the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal that the submittal has not been received or approved by Construction Manager.
- 9 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions. Transmit to Contractor in writing decisions as issued by Construction Manager.
- 10 Conduct on-Site observations of Contractor's work in progress to determine if the Work is in general proceeding in accordance with the Project Manual.
- 11 Report any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Project Manual or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Project Manual, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise of that part of work in progress that the Construction Manager believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 12 Consult with Contractor in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- 13 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY personnel, and that Contractor maintains adequate records thereof.
- 14 Observe, record, and report appropriate details relative to the test procedures and systems start-ups.
- 15 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections.
- 16 Maintain orderly files for correspondence, reports of job conferences, reproductions of original Project Manual including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Project Manual, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

- 17 Prepare a daily report recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Senior Project Manager.
- 18 Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 19 Maintain records for use in preparing Project documentation.
- 20 Upon completion of the Work, furnish original set of all Project documentation to Senior Project Manager.
- 21 Furnish to Senior Project Manager periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 22 Draft and recommend to Senior Project Manager proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 23 Furnish copies of all inspection, test, and system start-up reports.
- 24 Immediately notify Senior Project Manager of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 25 Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Senior Project Manager, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 26 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Project Manual, and have these documents delivered to Senior Project Manager for review prior to payment for that part of the Work.
- 27 Participate in a Completion inspection, assist in the determination of Completion and the preparation of lists of items to be completed or corrected.
- 28 Participate in a final inspection in the company of Senior Project Manager, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- 29 Observe whether all items on the final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work.

The Construction Manager shall not:

- 1 Exceed limitations of CONSULTANT authority as set forth in the Agreement or the Project Manual.
- 2 Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Project Manual.
- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY or Contractor.
- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

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

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

Keeping accurate records and reports is a very important function of the Construction Manager. These records are necessary for a number of reasons. Some of the most common reasons for these records and their use as references are as follows:

1. Accounting for quantities for periodic progress payments and extra work under cost plus change order procedures
2. Verify actions and decisions of the Construction Manager
3. Report job status and site conditions of an accident or liability claim
4. Clarify the continuity of project contract time, such as working days, delays, and weather.
5. Responses to inquiries and complaints
6. Evidence in legal action

The basic reporting medium is the Daily Report. It is a continuing report of the job progress and provides an adequate record of each day's progress and activities. The record of activities should be reported in the sequence that they take place. Each report should be brief but at the same time be complete, clear and factual and include all work accomplished by the Contractor, as well as pertinent related information. The report should answer "who did what, when, where, how and how much". Abbreviations are acceptable as long as their meanings are not confusing and have a common acceptance.

A checklist of items contained in the Daily Report is as follows:

Typical entries for general information -

1. All reports shall show the CITY Project number and title and the CARS or SMAC project number
2. All entries shall be printed in black ink or computer generated
3. Detail the Construction Manager hours on the jobsite
4. Record weather conditions such as "sunny, temperature, precipitation type and amount (light, moderate, heavy)"

5. Complete the report the same day
6. Label the report using the consecutive numbers
7. Note any written or verbal instructions given to the Contractor
8. Note any non-compliance issued for the job
9. Record any unsatisfactory or non-compliant work and corrective actions taken
10. Report all job incidents involving the public such injuries, damages to property and equipment, safety conditions
11. Record the type, frequency and person providing testing
12. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
13. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
14. Record any important visitors to the project and their nature of business
15. Sign and date the report
16. Send copy of report to Senior Project Manager

Typical entries for subgrade work -

1. Name of Contractor doing the work
2. Location and results of compaction tests completed and name of the testing laboratory
3. Limits of rough grade, cuts and fills
4. Thickness and type of material placed and compacted
5. Conformance with final grade specifications

Typical entries for curb, gutter, sidewalk and driveway work -

1. Name of Contractor doing the work
2. Station to station limits of forms placed when concrete is not placed the same day
3. Station to station limits of concrete placed, type of concrete and additives, number of cubic yards placed, source of concrete and copy of delivery ticket
4. Type and size of curb and gutter
5. Width and thickness of sidewalk
6. Width and thickness of driveways
7. Number and location of concrete tests for slump, cylinders taken, and name of testing laboratory

Typical entries for paving work -

1. Name of Contractor doing the work
2. Identification of milling, paving and roller equipment used
3. Source and type of material
4. Station to station and width limits of pavement placed, method of laying, material type,, thickness, and weight of material laid based on delivery tickets
5. Number and location of temperature of material at delivery tests, density tests and name of testing laboratory

Typical entries for storm drains -

1. Station to station limits of excavation, pipe laid (including size and type), bedding material, backfill material and compaction method
2. Number and location of structure by type, backfill material and compaction method
3. Location of utility conflicts and resolution
4. Method of restoration, , compaction method and density test
5. Method of restoration, sidewalks, lawns
6. Televised inspection, dates and results

A primary responsibility of the Construction Manager is to have a working knowledge of the controlling regulations, codes and directives dealing with the public convenience, public safety and construction

safety. Though jobsite safety is contractually the Contractor's responsibility, the Construction Manager should immediately report all unsafe conditions or practices to the proper authority. However, if in the opinion of the Construction Manager, the precautions taken by the Contractor are found to be insufficient or inadequate in providing job or public safety at any time, the Construction Manager shall notify the Senior Project Manager.

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

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

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

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

ARTICLE III - COMPENSATION

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of Thirty Thousand Dollars (\$30,000.00) for the scope of services as specified herein unless modified by Change Order. CONSULTANT current Hourly Rate Schedule is attached as Exhibit A.

The CONSULTANT may submit an invoice on a monthly basis from an estimate of Services or upon the completion of services. The CONSULTANT shall bill reimbursable expenses, which are beyond all fees for professional services, with a multiplier of 15%. Reimbursable items shall be as follows:

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

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

Both parties may submit an Engineering Change Order for major changes in scope, character, delays or complexity of Services. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward. The Engineering Change Order shall be signed by the CITY and the CONSULTANT prior to the CONSULTANT proceeding with any work covered by this Agreement.

ARTICLE IV - GENERAL PROVISIONS

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

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

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

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

Reuse of Documents: All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement ("Plans") shall become the property of City. City agrees that if such Plans are ever used in connection with another project in which the Consultant is not providing civil engineering services or for completion of the Project by others, all references to the Consultant or any subconsultant, including seals, shall be removed from the Plans before use on said project. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the CITY sole risk and without liability to the Consultant. To the extent permitted by law, the City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the Plans. In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any

documents, plans or specifications relative to the Project without the expressed written permission of the City.

Insurance: The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

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

Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, CITY agent, and other specified interests as additional insureds thereunder.

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

6.4 Termination: This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this

Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

6.5 Termination for Convenience: The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization

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

Indemnity: To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for CITY reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Successors and Assigns: The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or

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

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

CITY:

CITY OF PRAIRIE VILLAGE, KS

By: _____

Laura Wassmer, Mayor

CONSULTANT:

Brungardt Honomichl & Company, P.A.

By: _____

Kevin Honomichl

President

Address for giving notices:

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

Address for giving notices:

BHC RHODES
7101 College Boulevard, Suite 400
Overland Park, Kansas 66210
913-663-1900

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED BY:

Catherine Logan, City Attorney



COU2016-03

Consider change in CP046 Reservation of Facilities and revised fees

RECOMMENDATION

Move the Governing Body approve revisions to CP046 “Reservation of Facilities” establishing the community center hours as 7 a.m. to 10 p.m. and a revised fee schedule

BACKGROUND

With the current investment in the renovation of the community center, staff revisited the Council policy and function of the Community Center. As stated in the purpose of the policy, the facility is for the purpose of conducting the business of the City and providing meeting and recreational opportunities for its residents. With its limited size and lack of kitchen facilities, the community center is better suited for meetings and small gatherings than large parties and receptions. There are several groups that meet regularly in the community center, community classes held and small gatherings.

This item was discussed at the February 1st Council Committee of the Whole meeting with direction being given to staff to consider an increase in fees and restrictions of the issuance of alcohol permits to Prairie Village residents.

Staff believes the primary function of this unsupervised facility is to provide a meeting area for community groups and individuals. Therefore, it is recommending the hours of reservation be from 7 a.m. to 10 p.m.

To address the suggested increase in rental fees, staff looked at charges for meeting rooms in other municipal facilities. A big difference between most of these facilities and Prairie Village is that they are generally staffed with staff available to provide assistance and to ascertain the condition of the facility before and after its use.

Comparison of fees for the reservation of a meeting room with the capacity of 50:

City	Fees	Fees	Fees	Deposit	Alcohol
Overland Park	\$24 weekday	\$29 Weekend		None	Requires a Cert. of Insurance
Roeland Park	\$17 Resident	\$20 Non RP Resident	\$22 No JoCo Resident	\$50	\$25
Merriam	\$18 Resident	\$23 Non-Resident	\$27 Business	\$150	\$25 and Security
Lenexa (Capacity 90)	\$25 Resident	\$50 Non-Resident	\$75 Business	\$150	\$100 & Security
Shawnee	\$30 Resident	\$40 Non-Resident	\$24 Civic & Non-Profit	20% Premium for Saturday	Security - >100 people
Mission	\$30			\$50	\$30 and Security
Leawood	\$50 Resident	\$65 Non-Resident	\$40 Non-Profit	\$250	\$25 and Security

Staff is recommending the following change to the fee structure:

- Recurring group meeting reservations (three or more meetings) - \$15/hr.
- Meeting/class reservations - \$20/hr.
- Event/party reservations - \$40/hr
- Alcohol permit - \$120/hr.
- Deposit required for a reservation with an alcohol permit - \$100

Administrative changes in procedure would require verification of condition of the facility by the renting party upon entering the facility and a required photo identification for individuals renting the facility. This would provide verification for Dispatch in giving out the key to the community center and an address and contact information in case further communication is necessary.

FINANCIAL IMPACT

Community Center reservations are currently covering the operational costs. Approximately 200 reservations are made each year with one-third of them being for parties.

Year	Revenue	# Reservations	# Parties	# Alcohol Permits	Revenue from Alcohol
2015	\$17,531.68	192	75	21	\$1,265.00
2014	\$14,827.52	230	89	22	\$1,320.00
2013	\$16,513.20	172	94	17	\$1,020.00
2012	\$14,687.46	175	81	17	\$1,020.00
2011	\$15,528.14	182	101	21	\$1,260.00

Current fee for a three hour weekend party with alcohol

\$120

Proposed fee for a three hour party with alcohol

\$240 +\$100 deposit

ATTACHMENTS

Revised CP046 - New language **bolded**

Proposed Revisions to Fee Schedule

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: February 10, 2016

PROPOSED FEE CHANGES

Fee Structure	Current Fees	Proposed Fees
Multiple Meeting Reservation	\$12/per hour	\$15/per hour
Meeting/Class Reservations Weekday Reservations	\$15/per hour	\$20/per hour
Weekend Reservations Event/Party Reservations	\$20/per hour	\$40/per hour
Internal Uses/Committees	No Charge	No Charge
Alcohol Permit	\$60	\$120*
*\$100 security deposit required with alcohol permit		



City Council Policy 046 - RESERVATION OF CITY FACILITIES

Effective Date: February 16, 2016

Amends: COPOL 051 dated February 7, 2011

Approved By: Governing Body

I. SCOPE

II. PURPOSE

The City of Prairie Village maintains certain indoor and outdoor facilities for the purpose of conducting the business of the City and providing meeting and recreational opportunities for its residents. When these facilities are not scheduled for use by the Governing Body, or its committees, they may be made available at reasonable times and reasonable rates to groups which fall within the categories below.

III. RESPONSIBILITY

The City Clerk is delegated the authority and duty to consider and approve or disapprove the requests for the use of facilities according to policies established herein, previously established policies and applicable law. Reports will be made to the Governing Body annually by the City Clerk regarding the reservation of City facilities during the previous year. The City Administrator will report annually the amount of revenue received from such usage, estimated actual costs to the City and any recommended changes in this policy.

IV. DEFINITIONS

V. POLICY

VI. PROCEDURES

A. Rental Categories:

The City Clerk will determine which category applies to each application and charge the applicable fee according to the Fee Schedule on file.

Internal: Prairie Village Governing Body, Committees, Boards, and other governmental entities, residents and groups participating in City-Sponsored programs and homes association meetings.

Resident: A person residing within the City limits of Prairie Village or owning a business with a physical location in Prairie Village.

Non-Resident: An individual whose primary living domicile is outside City limits of Prairie Village.

B. General Rules:

Groups or organizations using the facility will comply with the laws and ordinances of the City of Prairie Village and the State of Kansas. In addition, they will comply with all requirements specifically set forth in the Application for Facility Reservation Permit.

No items may be sold by outside individuals/groups reserving City facilities.

Application for the reservation of a City facility must be made on the appropriate form available from the City Clerk's office. Applications must be signed by an adult who will be present and in charge while the facility is in use, and who will assume responsibility for

payment of charges for use of the facility. The organization will be required to assume responsibility and pay for any damage or loss that may occur to the facility, equipment and grounds. In addition, the group will be required to sign a hold-harmless affidavit.

C. Facilities:

1. Community Center 28' x 31' (approx.) **Maximum occupancy 45 people**

Prairie Village Community Center

- a) **All reservation requests for the use of the Community Center must be made in writing.**
- b) **Reservations will be recognized by receipt of a Facility Use Permit.**
- e) **The Community Center may be reserved between the hours of 7:00 a.m. to 10:00 p.m.**
- f) **A member of the sponsoring group must be responsible for the actions of group members.**
- g) **Cleanup after use shall be done by the group using the Community Center.**
- h) Any person, group or organization making advance reservation for the Prairie Village Community Center may request a permit authorizing consumption of beer and/or wine on the premises. A permit may be issued by the City Clerk, if it is determined that such use will not be detrimental to the City property or the health or safety of the citizens of Prairie Village.

2. Municipal Building

Council Chamber 30' x 50' (approx.) **Maximum occupancy 150 people**
Multi-Purpose Room **Maximum occupancy 52 people**

Reservations of the City Council Chamber to groups classified as Internal will be permitted under the following conditions:

- 1. The group makes its facility reservation request within 30 days of the date the group intends to use the City Council Chamber
- 2. Multiple reservations of the City Council Chamber will not be permitted (i.e. monthly meetings) on the same facility reservation request.
- 3. A City employee is on duty during the entire time the Council Chamber is being used by the group; or
- 4. A City Council member or City employee will be present at the meeting

3. Park Facilities

Tennis Courts
Park Pavilions

Swimming Pool
Volleyball Courts

Soccer Fields
Baseball Diamonds

4. Park Pavilions

- a) All reservation requests for the use of the park pavilions must be made in writing.
- b) Reservations will be recognized by receipt of a Facility Use Permit.
- c) Groups of 20 or less may reserve part of the Harmon Park structure.
- d) Groups of 21 to 100 may reserve all of the Harmon Park structure.
- e) The park pavilions may be reserved throughout the year between the hours of 7:00 a.m. to 11:00 p.m. for a maximum of six hours except for special hours approved by the Park Board.
- f) A member of the sponsoring group must be responsible for the actions of group members.
- g) Cleanup after use shall be done by the group using the Pavilion.
- h) The City Clerk may require a short-term special use permit be issued by the Council for the use of the parks by large groups, which may require parking that would exceed normal park use.

D. Applications and Permits:

Applications should be completed and filed with the City Clerk. Upon approval, the organization/individual will be given a permit showing the hours and facilities approved. All fees are due at the time of the reservation.

E. Special Requirements:

Park Facilities:

Possession and consumption of cereal malt and/or alcoholic beverages is prohibited except as provided for in Ordinance 2010 which allows for sale and consumption of alcoholic beverages Harmon Park in conjunction with an approved City function upon the approval of the Governing Body.

City Hall and Municipal Courtyard:

Serving and consumption of beer and wine may be authorized in conjunction with an approved City function upon the approval of the Governing Body by resolution.

Prairie Village Community Center

Serving and consumption of beer and wine may be authorized by permit as approved by the City Clerk.

All Facilities:

1. Amplified sound prohibited except by written permit from the City.
2. Alcoholic liquor prohibited.

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Tuesday, February 16, 2016
7:30 PM**

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

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

VI. **CONSENT AGENDA**

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

By Staff

- 1. Approve regular City Council meeting minutes - February 1, 2016
- 2. Consider SMAC funding agreement for Meadowbrook Preliminary Engineering Study

VII. **COMMITTEE REPORTS**

Council Committee of the Whole

- COU2016-04 Consider design agreement with Indigo Design for Porter and Windsor Park upgrades
- COU2016-05 Approve design contract with Hollis + Miller for Police Department/City Hall entrance and patio project
- COU2016-06 Approve vehicle purchase of F550 2016 truck
- COU2016-07 Consider construction observation/inspection agreement with BHC Rhodes for on-Call Services
- COU2016-03 Approve change in CP046 Reservation of Facilities - Community Center rentals

- VIII. **MAYOR'S REPORT**
- IX. **STAFF REPORTS**
- X. **OLD BUSINESS**

Consider approval of the Meadowbrook Park Master Plan

- XI. NEW BUSINESS
- XII. ANNOUNCEMENTS
- XIII. 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

February 16, 2016

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
February 1, 2016**

The City Council of Prairie Village, Kansas, met in regular session on Tuesday, February 1, 2016 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; Lisa Santa Maria, Finance Director; Mitch Dringman, Building Official, Zach Bauer, Management Intern and Joyce Hagen Mundy, City Clerk. Also present was teen council member Dennis Rice and City Planning Consultants PJ Novick with Confluence and Chris Brewster with Gould Evans.

INTRODUCTION OF STUDENTS & SCOUTS

Paul Roberts with Troop #91 was present to earn his "Citizenship and the Community" badge.

PUBLIC SAFETY PRESENTATIONS

Captain Byron Roberson introduced new Community Service Officer Allie Jasminski. Allie is a K-State graduate with a degree in Criminology and has been with the department for several months.

Captain Roberson also introduced new officers Noelle Burns and Andrew Davidson. Officer Burns is also a K-State graduate with a degree in Criminology and a minor in women's studies. Officer Davidson was previously a Deputy Sheriff for Platte County. Chief Tim Schwartzkopf swore in Officers Burns and Davidson.

Police Department Lifesaving Award Presentations

Chief Tim Schwartzkopf reported that on July 31st, Officers Benton Roberts and John Shipman were dispatched to a call on a woman who was down and not breathing. Upon their arrival, officers found the woman unresponsive and in respiratory arrest.

Officer Shipman began CPR and Officer Roberts connected the AED equipment. No shock was advised and officers continued CPR until Med Act arrived. The woman regained a pulse and was transported to Shawnee Mission Medical Center.

Seven days later the woman was discharged from the hospital and is doing well.

Chief Schwartzkopf presented the Department's Lifesaving Award to Officer Benton Roberts and Officer John Shipman. He noted that this is Officer Shipman's third Lifesaving Award.

On October 13th, Officer Rick Bohon was dispatched to a call on a man who was down and not breathing. He arrived with the Fire Department. While fire personnel began administering CPR, Officer Bohon operated and administered the AED. After a series of two shocks and corresponding CPR cycles, the man was transported to St. Luke's.

Ten days later, the gentleman was home and doing well. Hospital personnel indicated it was a miracle he survived and recovered so quickly.

Chief Schwartzkopf presented the Department's Lifesaving Award to Officer Rick Bohon and noted that this is Officer Bohon's third Lifesaving Award.

PUBLIC PARTICIPATION

Hank Potts, 1001 West 136th Place, stated that if the City Council decides to go out to bid for solid waste services that his firm, Republic Services, is interested in bidding to provide solid waste services for the city.

CONSENT AGENDA

Council President Brooke Morehead moved for the approval of the Consent Agenda for February 1, 2016:

1. Approve Regular City Council Minutes - January 19, 2016.
2. Approve 2016 renewal of the Interlocal Agreement with Johnson County Department of Technology and Innovation to provide information technology services to city entities.
3. Approve the purchase of three 2016 Ford Police Interceptor units from Shawnee Mission Ford at a total cost of \$79,719 with funding from the 2016 public safety budget.

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

COMMITTEE REPORTS

Planning Commission

PC2016-02 Consider request for rezoning from CP-2 (Planned General Business District) to MXD (Mixed Use District) and approval of the Preliminary Development Plan.

PJ Novick reported on January 5, 2016, the Planning Commission held a public

hearing on this request for rezoning and approval of the preliminary development plan. The preliminary development plan identifies 15 basement parking spaces and 14 surface lot parking spaces. However, in order to accommodate the parking required for the existing office building on Lot 1, the applicant is proposing to establish a cross parking easement allowing the office building to use all 14 of the surface parking spaces on Lot 1 should they be needed. The proposed condominium meets the city's parking requirement and can accommodate guest parking on the surface lot as residential guest parking typically occurs off-peak from the typical weekday peak office parking demands.

In addition to the 14 spaces from Lot 2, the existing office building on Lot 1 is proposed to have 44 parking spaces plus 34 spaces via a cross parking easement from the Van Trust property to the north for a total of 92 spaces. City code requires 1 parking space per 300 sq ft. of gross floor area. The existing office building is 30,000 square feet and therefore will be short 8 parking spaces per code.

The Commission felt that parking will be adequate for the intended uses with the proposed cross parking agreements. They added conditions requiring execution of the parking agreements with the final development plan and that the future parking to the north of Lot 1 be completed and ready for use prior to any construction on Lot 2.

The building design is Frank Lloyd Wright inspired and will serve as a transition between the pitched roofs of the proposed Meadowbrook Park development and the flat roof architecture that currently surrounds the building. The "diamond form" proposed for the south façade of the building represents a yet to be designed building logo. The building name will be CAPELLA, the brightest star in the northeastern sky. The proposed building faces northeast. The addendum to the Vision Book lists the appropriate exterior building materials for the condominium building as: brick, stone,

stucco, wood siding, wood shakes and fiber-cement siding or shakes. The general exterior layout and basic combinations of exterior materials is further defined for the condominium building as clear stained cedar siding, earth tone stucco, stone panels, patina copper and board formed concrete. The Commission initially had concerns with the proposed cedar and its long-term durability and the copper roofing and accent materials. These were addressed by the applicant.

The Commission discussed a sidewalk connection for the condominium building to Meadowbrook Park and added a condition requesting the applicant work with city staff to locate a pedestrian connection to Rosewood Drive and the Meadowbrook Park Development to the north. They will also work with staff to determine the best location for the trash enclosure.

The Planning Commission is recommending approval of the rezoning and preliminary development plan subject to ten conditions reviewed by Mr. Novick.

Eric Mikkelson asked if this project would encroach on or reduce the amount of park land. Mr. Novick responded it would not.

Dan Runion confirmed that the cross access parking agreements would be executed prior to construction. Mr. Novick stated they are to be executed and submitted with the final development plan.

Jori Nelson questioned the availability of ADA parking. Mr. Novick stated the 6 unit condominium only requires one ADA parking space and it is located in the underground parking. Ms. Nelson confirmed that visitors would have access to this space.

Mark Ledom and Lindsay Olsen, co-owners of 5200 West 94th Terrace addressed the Council regarding their application. Also present was Kevin Wineinger with

Gastinger Walker Architects; Matthew Schlicht with Engineering Solutions and Justin Duff with Van Trust Real Estate. Mr. Ledom presented a brief overview of the project reviewing the proposed site plan, parking locations, building materials and elevations. He noted that they had done their own parking counts with the highest volume being 74 parked cars, the lowest volume 52 cars and an average parking count of 65. The plan accommodates 92 parking spaces.

Jori Nelson confirmed that there was no front door handicapped access.

Eric Mikkelson asked for clarification on how individuals would get across the street from the parking area to the office building. Mr. Ledom reviewed the locations of the pedestrian crosswalks and locations of sidewalks. Doug Ubben with Phelps Engineering stated there is no planned crosswalk on the driveway apron, but noted there is a marked crossing at the intersection of 94th Terrace and Rosewood.

Mr. Mikkelson asked if the City and Van Trust were getting what they needed for this project. Justin Duff with Van Trust Real Estate reported that their final development with 2020, LLC has been completed and is acceptable to them. Mr. Novick responded the city's needs have been met.

Dan Runion asked what happens if the park or development does not become a reality. Katie Logan responded that these projects were interrelated. The zoning change for the Meadowbrook does not become effective until published and it will not be published until the final development agreement has been executed. The zoning change for this project will not become effective until it is published and it will be published at the same time as the Meadowbrook rezoning.

Sheila Myers asked what the cost would be for the proposed condominium units. Mr. Ledom responded they would be luxury condominium units, but the actual cost has not yet been determined.

Sheila Myers confirmed that there is no TIF funding for this project.

Ted Odell moved the Governing Body adopt Ordinance 2344 rezoning the property located at 5200 West 94th Terrace, Prairie Village, Kansas from CP-2 (Planned General Business District) to MXD (Mixed Use District) and directing the amendment of the official zoning map of the City of Prairie Village, Kansas. The motion was seconded by Sheila Myers.

Brooke Morehead questioned if there would be a monument sign and its proposed location. PJ Novick replied there would be a combined monument identifying this project, the Park and the Meadowbrook project and pointed out its location at the entrance off Nall.

City attorney Katie Logan restated that this development is contingent upon the Meadowbrook development.

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

Steve Noll moved the City Council authorize the Mayor to execute the Final Plat for Meadowbrook 2020 for acceptance of rights-of-way and easements. The motion was seconded by Ted Odell and passed unanimously.

Mayor's Report

Mayor Wassmer represented the city at the January 20th State of the Cities

address at the Overland Park Marriott. She and other Council members attended Government Day in Topeka. She thanked the Council for attending Saturday's Council work session and reported that the committee is continuing to meet on construction documents related to the Meadowbrook redevelopment.

STAFF REPORTS

Public Safety

- Chief Schwartzkopf reported that the city has been notified by Great Plains SPCA that they will be discontinuing providing service to the City within the next 30 to 45 days. They are no longer able to accommodate the needs of municipalities. Our agreement with them will terminate 30 days after receipt of written notification. Staff is investigating other options including Unleashed Pet Rescue in Mission and Animal Medical Center which is now under new ownership.

Public Works

- Keith Bredehoeft provided an update on the community center renovation.
- The whirlpool has been removed from the pool complex.
- Bids will be advertised for the 2016 project in the next two weeks; the Mission Road project will not begin until the close of school.
- Mr. Bredehoeft stated he would be bringing back another option for the courtyard renovation at the next meeting.
- The Mayor asked when the old Prairie Village entrance sign on 75th would be removed. Jori Nelson asked if it could be relocated to 63rd and Nall.

Administration

- Lisa Santa Maria distributed the 2017 budget calendar noting the review of the CIP would be held earlier.
- Wes Jordan reported the changes requested were made to the Exterior Grant Program and the information will go out in a news blast on Friday to give individuals 30 days to plan their projects for the March 1 application date.

Jori Nelson asked when the Council would be discussing possible changes to the program. Quinn Bennion replied that discussion was held at the last meeting. It is too late to make additional changes to the 2016 program. Ms. Nelson stated she had done research that she wanted to present and to have further discussion on expanding the program to cover the entire city. Mayor Wassmer noted this issue is not on the current

Council priority listing, but could be added at the direction of a majority of the Council. Sheila Myers noted the discussion could be held for the 2017 program.

Eric Mikkelson moved discussion of the Exterior Grant Program be added to a committee agenda for full discussion in 2016. The motion was seconded by Dan Runion.

Ted Odell noted this is not a simple issue and may not fit into the small project category and asked staff how much work would be involved. Wes Jordan noted the discussion is generally done in January to allow for the projects to be completed. Ms. Nelson stated she is not looking at a major overall but a fine tuning of the program. Mayor Wassmer noted this becomes a budget issue as the program is funded by the Economic Development Fund. Ms. Nelson noted she is not asking for additional funding. Eric Mikkelson stated he would like to have the discussion early in 2016. Mayor Wassmer stated she would add it to a committee agenda and asked for direction on whether this be before or after budget discussion. Mr. Mikkelson stated that he would prefer it early to give Council the flexibility to change the funding amount if desired.

- Quinn Bennion encouraged the council to review the legislative updates sent by Nolan Sunderman, especially those related to the tax lid.
- Mr. Bennion noted there are several items underway related to the Meadowbrook Development including construction agreements, SMAC application submittal, lighting design and the Roe connection.
- The Parks Master Plan will be presented to the City Council at the next meeting.

OLD BUSINESS

Dan Runion requested more discussion on the possible subsidiary for residential installation of electric charge stations with the subsidiary set up as a percentage of cost with a maximum lid. He suggested 20% with a maximum subsidiary of \$1000. Wes

Jordan suggested that this would be something that would be within the purpose of the Environment/Recycle Committee and felt that they could investigate this and bring back information to the City Council. Mr. Runion asked if it could be done for the 2017 budget.

Andrew Wang stated that from the discussion on Saturday, he felt this was going to be connected to the KCP&L charging stations. He asked if staff felt this would move more quickly being researched by the Environment/Recycle committee than connecting it to KCP&L. Mr. Bennion replied he felt the two issues should be kept separate and that research could be done more quickly by the committee. Eric Mikkelson suggested that solar panel installations be added to this. Mr. Odell felt the Environment/Recycle committee would do a good job researching, but questioned where the funding would come from.

Mayor Wassmer cautioned the Council noting that committee and staff have been requested to research items which were later not approved for lack of funding. Sheila Myers felt the committee could provide credible research on cost of installations as well demand. Steve Noll noted that under the current economic conditions with the price of oil, demand should be reviewed in the present, mid-term and long-term as well as the likelihood of this to be embraced by our residents. Mayor Wassmer asked Mrs. Hopkins to present this request for information to the Environment/Recycle Committee.

Ted Odell suggested that the Park District be encouraged to investigate the possibility of installing charging stations at Meadowbrook Park.

NEW BUSINESS

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

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Prairie Village Foundation	02/02/2016	5:30 p.m.
Planning Commission	02/02/2016	7:00 p.m.
Tree Board	02/03/2016	6:00 p.m.
JazzFest Committee	02/09/2016	5:30 p.m.
Prairie Village Arts Council	02/10/2016	5:30 p.m.
Council Committee of the Whole (Tues)	02/16/2016	6:00 p.m.
City Council (Tuesday)	02/16//2015	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present photography exhibits of Rose Burgweger, Pamela Peters, Gregory Gutenko in the R. G. Endres Gallery during the month of February. The artists' reception will be Friday, February 12th, from 6:30 to 7:30 p.m.

City Offices will be closed on Monday, February 15th in observance of the Presidents' Day Holiday. Deffenbaugh **does not** celebrate this holiday and **trash services will be as scheduled.**

The 2016 annual Large Item Pick up has been scheduled. Items from homes on 75th Street and north of 75th Street will be collected on Saturday, April 9th. Items from homes south of 75th Street will be collected on Saturday, April 16th.

ADJOURNMENT

With no further business to come before the City Council the meeting was adjourned at 9:01 p.m.

Joyce Hagen Mundy
City Clerk



PUBLIC WORKS DEPARTMENT

Council Meeting Date: February 16, 2016

COU2016-02

CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR THE 2016 SMAC PRELIMINARY ENGINEERING STUDY FOR THE MEADOWBROOK REGIONAL DETENTION PROJECT

RECOMMENDATION

Move to approve the interlocal agreement with Johnson County for the 2016 Stormwater Management Advisory Council (SMAC) Meadowbrook Regional Detention Project.

BACKGROUND

Johnson County has approved a preliminary engineering study to be completed for this project. An Interlocal Agreement has been received from Johnson County for execution by Prairie Village. This agreement will limit the County share to 75% of the project's design costs or \$10,777.50. The maximum city funding would be \$3,592.50. The County's funding for this project comes from the Stormwater Management Advisory Council (SMAC) Program.

FUNDING SOURCE

City Funding for the City portion will come from the Meadowbrook Project TIF Funds.

ATTACHMENTS

1. Interlocal Agreement with Johnson County.

PREPARED BY

Keith Bredehoeft, Public Works Director

February 16, 2016

**Agreement between
Johnson County and the City of Prairie Village
For a Preliminary Engineering Study of a Stormwater Management Project
known as 95th and Roe Area Stormwater Improvements
IC-11-001**

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Prairie Village (the "City") pursuant to K.S.A. 12-2908.

Recitals

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the preliminary engineering study ("Preliminary Study") for the stormwater management project identified as 95th and Roe Area Stormwater Improvements (the "Project"), which meets the minimum requirements, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

Agreement

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Preliminary Study shall be undertaken in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.
2. **Preliminary Engineering Study.** The City shall provide the Stormwater Management Program Manager, or his/her designee (“Manager”) with a Preliminary Study that satisfies the requirements set forth in the Policy and Procedures. The Preliminary Study shall be performed by qualified engineering professionals or by qualified City personnel, or both, subject to the provisions of this agreement and the Policy and Procedures. In general, the Preliminary Study shall define the proposed scope of the Project, analyze the impact of the Project on upstream and downstream property, suggest alternative solutions or approaches to stormwater control, and must establish a preliminary estimate for design and construction costs. The costs and expenses incurred by the City in connection with the Preliminary Study shall be reimbursable, subject to the limitations on reimbursement contained in the Policy and Procedures and in this agreement.
3. **Estimated Cost of Preliminary Study.** The parties acknowledge and agree that the City has established an estimated total cost for the Preliminary Study of Fourteen Thousand Three Hundred Seventy (\$14,370) based upon City staff’s estimates and assumptions.
4. **Notice to Affected Municipalities.** The City shall contact upstream and downstream municipalities as defined in the Policy and Procedures and shall inform such municipalities of the nature and scope of the Project. The City shall notify the County of any objection to the Project that is received by the City from an upstream or downstream municipality. The City agrees that it shall provide the upstream and downstream municipalities with an opportunity to review and comment upon the Preliminary Study prior to submitting the Preliminary Study to the County.
5. **Administration.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Preliminary Study in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Preliminary Study. Any contract disputes shall be resolved by the City at the City’s sole cost and expense.

The City shall require adequate indemnity covenants and evidence of insurance from engineering service providers for loss or damage to life or property arising out of the engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

6. **County Contribution Toward Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Preliminary Study as follows:

Not more than once each calendar month, the City may submit to the County a request for payment, invoice, or statement satisfactory in form and content to the Manager detailing total Preliminary Study costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures, The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The Manager may require the City to supplement the Payment Request as needed to satisfy the Manager, at his/her discretion, that the Payment Request accurately reflects properly reimbursable costs and expenses.

The County agrees to make payment to the City within thirty days following the Manager's approval and acceptance of a properly documented Payment Request in an amount equal to seventy-five percent (75%) of the Payment Request.

7. **Limitation of Liability.** To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

8. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows:

If to the County:

Mr. Kent Lage, P.E.
Urban Services Manager
Johnson County Public Works
1800 W. Old 56 Highway
Olathe, KS 66061

If to the City:

Mr. Keith Bredehoeft, P.E.
Public Works Director
City of Prairie Village
3535 Somerset Drive
Prairie Village, KS 66208

9. **Effective Date.** Regardless of the date(s) the parties execute the agreement, the effective date of this agreement shall be _____ provided the agreement has been fully executed by both parties.

**Board of County Commissioners of
Johnson County, Kansas**

City of Prairie Village

Ed Eilert, Chairman

Laura Wassmer, Mayor

Attest:

Attest:

Linda W. Barnes
Clerk of the Board

City Clerk

Approved as to Form:

Approved as to Form:

Robert A. Ford
Assistant County Counselor

City Attorney



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 15, 2016
Council Meeting Date: March 7, 2016

COU2016-04

CONSIDER CONTRACT WITH INDIGO DESIGN FOR 2016 PARK PROJECTS

RECOMMENDATION

Staff recommends approval of the 2016 Parks Projects Contract with Indigo Design, Inc. in the amount of \$39,020.00.

BACKGROUND

This contract is for the design services for the 2016 Parks Projects. City Council approved 2016 funding for improvements to Porter and Windsor Parks with a Playset Package that provides improves playsets for Taliaferro, Bennett and Windsor Parks.

Improvements in Porter Park include a new nature play area to enhance the play experience and sports field improvements for baseball and soccer. Also included at Porter Park is a trail extension to enhance connectivity. Windsor Park improvements features a new nature play area, new park benches and tables, and drainage improvements to the baseball field.

Once preliminary plans are developed we will have a public meeting for residents to see the plans and offer comments on the improvements. Design will begin now so a construction project can be let in the early Summer of 2016.

Indigo Design was the City's consultant for the Parks Master Plan and helped with the revised concepts in 2012 and thus was selected to design these improvements.

FUNDING SOURCE

Funding is available in the 2016 CIP.

ATTACHMENTS

1. Design agreement with Indigo Design, Inc.

PREPARED BY

Melissa Prenger, Senior Project Manager

February 9, 2016

AGREEMENT FOR
For
DESIGN SERVICES
Of
PROJECT - 2016 PARKS PROJECTS

PORTER PARK - BG600001
WINDSOR PARK -BG900001

Playset Package
WINDSOR PARK -BG900001
TALIAFERRO PARK - BG450001
BENNETT PARK - BG050001

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 **INDIGO DESIGN, INC.** a corporation with offices at 8593 Timber Trails Drive, DeSoto, Kansas 66018 hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide services for the general design of park improvements, 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 construct park improvements to Taliaferro and Bennett Parks.
- B. City Representative** The City shall in a timely manner designate, Melissa Prenger, 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. Correspondence to Property Owners** Obtain mailing list and approve all correspondence to property owners in the project area. Typical, but not all inclusive, correspondence is:
 - 1. Frequently Asked Questions (FAQ)
 - 2. Citizen Bill of Rights
 - 3. Information request about driveway, lawn sprinkler, pet fence
 - 4. Intent to construct sidewalk
 - 5. Intent to begin construction
 - 6. Public Information meeting

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

See Attachment 'A'.

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:

Final Design Documents

Due by Tuesday, April 12, 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:

All Phases	Total Maximum Fee \$ 39,020.00
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- B. **Invoices** The compensation will be invoiced by phase, detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and the Direct Non-Salary Costs.
- C. **Direct Non-Salary Costs** The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- D. **Monthly Invoices** All invoices must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred and description of work accomplished.
- E. **Fee Change** The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Change Order will be for major changes in scope, time or complexity of Project.

Article VI General Provisions

- A. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the

experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.

- B. Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- C. Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.
- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
 2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
 4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
 5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees

to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.

- H. **Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. **Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. **Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- K. **Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. **Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- M. **Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. **Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to 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

Laura Wassmer, Mayor

Address for giving notices:

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

Telephone: 913.385.4647
Email: publicworks@pvkansas.com

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

Indigo Design, Inc.

Doug Pickert, Owner

Address for giving notices:

Indigo Design, Inc.
8593 Timber Trails Drive
DeSoto, Kansas 66018

Telephone: 913.583.1370
email: doug_indigodesign@sbcglobal.net

APPROVED AS TO FORM BY:

Catherine P. Logan, City Attorney

Prairie Village – 2016 Park Projects.

ATTACHMENT A – SUPPLEMENT FOR PROJECT SCOPE

This supplemental section for Attachment A further defines the design scope and deliverables for each park project:

DESIGN SCOPE

General Services

- Prepare design documents and present concepts at an Open House presentation with the general public. Meet with the Park Board and conduct design meetings with City staff, as needed.

Porter Park

- New Nature Play Area to enhance overall play experience, per the Parks Master Plan documents, to be reviewed and revised as needed.
- Sports field drainage improvements for baseball and soccer fields.
- Extension of walking trail from SW corner at Roe to NE along creek, ending at Tomahawk Trail.
- New backstops at ball fields.

Windsor Park

- New play structure(s) (replace existing). Save smaller pieces, as appropriate.
- New park benches and tables.
- New Nature Play Area at existing sand volleyball court location (replace court).
- Ball field drainage improvements (at foul lines).

Taliaferro Park

- New play structure(s) (replace existing). Save smaller pieces, as appropriate.

Bennett Park

- Improve/expand existing play structure with component upgrades OR replace structure, if deemed a better solution after consideration of improvement/upgrade costs.

PROJECT SCHEDULE

Assuming Notice to Proceed by third week of February

- Schematic Design complete – March 12
- Design Development complete – April 12
- Construction/Bidding Documents complete – April 29
- Bids received in mid-May, Construction to begin first of June.

DELIVERABLES

Deliverables for project include:

- Topographic Survey – Porter Park and Windsor Park (partial for project area)
 - See attached area diagrams

Prairie Village – 2016 Park Projects.

ATTACHMENT A – SUPPLEMENT FOR PROJECT SCOPE

- 1' contours
- Site utilities, as marked by One Call and City – water, storm, sanitary, electric.
- Individual trees throughout project areas
- AutoCAD format (and other digital formats, if desired)

Phase 1 – Schematic Design

- 24x36 plan sets to illustrate site plans and detailed design features (4 copies for City) - Layout, grading, landscape, and details for items noted in the design scope.
- Play structure plans
- Opinion of Probable Project Costs
- 24x36 or larger rendered plan for presentation purposes
- Digital copies of all of the above

Phase 2 – Design Development

- 24x36 plan sets to illustrate dimensions, materials, colors, etc. for all site plan and detailed design features (4 copies for City) - Layout, grading, landscape, and other details for items noted in the design scope.
- Play structure plans
- Opinion of Probable Project Costs
- Digital copies of all of the above

Phase 3 - Construction Documents

- 24x36 plan sets for bidding and construction purposes (6 copies for City) for all items noted in the design scope
- Project Manual with City-approved front end documents, bid form, and project specifications.
- Opinion of Probable Project Costs
- Digital copies of all of the above

Phase 4 – Bidding Administration

- Responses to bidder inquiries
- Addenda document preparation
- Bid tabulation form
- Assistance with bid tabulation and review

Phase 5 – Construction Administration

- The design team will provide on-call services to assist with plan interpretation at the discretion of the City.
- The design team will review shop drawings, as needed.
- A minimum of six (6) site visits will be conducted by Indigo Design during construction to coordinate with the Contractor relative to the nature play areas, specifically to review final grading, locate specific play components, and mark/adjust plant locations, etc.

Prairie Village – 2016 Park Projects.

ATTACHMENT B - Proposed Fees

The following proposed fees for Indigo Design are based on our current understanding of the project elements and the scope of services included in this proposal.

Porter and Windsor Parks, Playset Package for Windsor, Taliaferro and Bennett Parks

Phase 1 – Schematic Design	\$ 7,920
Phase 2 – Design Development	\$ 9,450
Phase 3 - Construction Documents	\$ 7,920
Phase 4 – Bidding Administration	\$ 1,440
Subtotal for Design Phase services	\$ 26,730
<u>Phase 5 – Construction Administration*</u>	<u>\$ 6,390</u>
Total for above Phase 1-5 Services	\$ 33,120

Subconsultant Services

Topo Survey (Strick & Co.) Porter/Windsor Parks (partial)	\$ 5,300
Geo-tech for soil testing	\$ N/A

Reimbursable Expenses (Mileage, Printing, Mailing, etc.) \$ 600 maximum

Total Maximum Fees for All Parks and Services \$ 39,020

***Additional Notes regarding the Proposed Fees**

1. The fees do not include the review or assessment of hazardous materials or environmental impacts.
2. The fees are based on the scope of services being completed by the end of 2016.



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 15, 2016
Council Meeting Date: March 7, 2016

COU2016-05

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 \$50,000.00.

BACKGROUND

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

The conceptual design phase was completed with a presentation of 4 options.

This design agreement will move the project forward with the selected option to construction documents and plans.

RELATED TO VILLAGE VISION

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

February 10, 2016

AGREEMENT FOR PROFESSIONAL SERVICES

For

DESIGN SERVICES

Of

BG500001 City Hall Courtyard

THIS AGREEMENT, made at the Prairie Village, Kansas, this ___ day of _____, 2016 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 **\$430,000** 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

Following review and approval of schematic design phase by the City and after the City issues a notice to proceed with this phase; 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 Preliminary Design

3.1.1 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.

3.1.2 Preliminary plans shall include:

3.1.2.1 Cover Sheet

3.1.2.2 Typical Sections

3.1.2.3 Preliminary Plan and Profile Sheet for Storm Sewers

3.1.2.4 Standard Detail Sheets

3.1.2.5 Special Detail Sheets

3.1.3 Present one set of preliminary plans each to the City and to the other appropriate governmental agencies and utility companies as required.

3.1.4 Prepare an estimate of probable cost detailing typical construction pay items, separate consulting costs, acquisition of land or easements. Add a contingency fee of 20 percent to the sum of the construction cost, consulting fees and other pertinent costs such as acquisition of either land or easement.

3.1.5 Attend one public information meeting/Council meeting.

3.1.6 Keep minutes of all meetings and disperse to all attendees within five working days.

3.1.7 Conduct a field check of plans with City staff.

3.2 Final Design

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

- 3.3.1 Review the preliminary design documents.
- 3.3.2 Address any comments from preliminary review.
- 3.3.3 Finish design documents.
- 3.3.4 Add necessary standard and special details sheets.
- 3.3.5 Submit one set of final plans and specifications to the City and to other appropriate governmental agencies and utility companies.
- 3.3.6 Prepare a final construction cost estimate, including a compilation of typical construction pay items with unit work quantities and current estimated cost estimates. Add a contingency of 15 percent to the sum of the construction cost, consulting fees.
- 3.3.7 After receiving the permits and approvals, prepare all bid documents using City standard contract documents.
- 3.3.8 Keep minutes of all meetings and disperse to all attendees with five work days.
- 3.3.9 Provide one hard copy and electronic copy of any report.
- 3.3.10 Provide files of the plan or drawing in PDF Format.

3.4 Bidding Phase

Following final review by City staff and approval to proceed to bidding phase the Consultant shall undertake the following services:

- 3.4.1 Provide the City a notice of bid to Contractors for publication.
- 3.4.2 Mail notice to potential Contractors.
- 3.4.3 Provide to printing house, plans, bid documents, and specifications for purchasing by potential bidders.
- 3.4.4 Conduct a pre-bid meeting and answer questions as addenda to the contract bid.
- 3.4.5 Provide to the City a Consultant's estimate and bid tab sheet.
- 3.4.6 Attend bid opening and check all bids for accuracy.
- 3.4.7 Evaluate the bidders and make recommendation of award to the City.

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 Preliminary Design Phase: March 21, 2016
 - 4.5.2 Final Design Phase: April 18, 2016
 - 4.5.3 Letting Date: Summer 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 Design Fees - \$50,000
- 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 quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- 6.3 **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents. In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- 6.4 **Insurance:**
- 6.4.1 The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- 6.4.2 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or

equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.

- 6.4.3 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- 6.4.4 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- 6.5 **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- 6.6 **Termination for Convenience.** The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization
- 6.7 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
- 6.8 **Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the

comparative degree of fault of the Consultant and its sub-consultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.

6.9 **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

6.10 **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

6.11 **Successors and Assigns:**

6.11.1 The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

6.11.2 Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

6.11.3 Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

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

City:

City of Prairie Village, Kansas

By: _____

Laura Wassmer, Mayor

Address for giving notices:

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

Telephone: 913-385-4640

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 phase will be to design for construction with bid documents.

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 Basic Service\$ 50,000

- **Design Development.....\$ 20,000**
 - Develop selected design option to a greater level of design detail.
 - Provide all material and color options.
 - Indicate any paving patterns or paver materials.
 - Finalize all circulation patterns to the existing doors.
 - Finalize location and configuration of any water feature element.
 - Finalize location of flagpoles.
 - Indicate location and height of any retaining walls.
 - Provide site lighting design concept and fixtures.
 - Refine landscape plan with plant layout and plant types.
 - Present material and color palette.
 - Present final design to City Council for their approval.
- **Construction Documents.....\$ 20,000**
 - All plans required for permit and construction of paving, ramps, retaining walls, landscape, grading, site lighting and signage.
 - Demolition plan as required.
 - Any structural engineering that may be required for retaining walls.
 - Final construction documents, specifications and construction administration for any water feature will be by the water feature contractor.
 - Specifications related to all construction activity and materials.
 - Relocation of visitor parking to the west side of the entry drive may require additional services for final documentation and construction administration.
- **Construction Administration... \$ 10,000**
 - Review of all shop drawings.
 - 2 site visits per month during construction
 - Review Application for Payments
 - Punchlist
 - Final closeout documents.



PUBLIC WORKS DEPARTMENT

Council Committee Date: February 16, 2016

Council Meeting Date: February 16, 2016

COU2016-06

CONSIDER PURCHASE OF REPLACEMENT ONE TON TRUCK AND EQUIPMENT AND DISPOSAL OF ASSET #1354 BY AUCTION AND APPROVE \$19,162.06 FROM EQUIPMENT RESERVE FUNDS FOR THIS PURCHASE.

RECOMMENDATION

Staff recommends the City Council approve the purchase of a replacement F-550 truck from Shawnee Mission Ford for \$50,538.06, to purchase and assemble the truck equipment from Krantz of Kansas City for \$48,624.00, and dispose of Asset #1354 by auction.

BACKGROUND

The 2016 Public Works Operating Budget provides for the replacement of Asset #1354, a 2003 Ford F-350 One Ton Truck. This F-350 is being replaced with an F-550 truck. Public Works has recently reduced the number of large dump trucks from 6 to 4, replacing the two large trucks with smaller F-550's. This was done as 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. The new F-550's which will accommodate larger salt spreaders which will be beneficial during snow events. In 2015, when we budgeted for this 2016 replacement truck, we had not yet made the change to F-550's and therefore it was budgeted for an F-350. \$19,162.06 will be transferred from the Equipment Reserve Fund for this purchase.

Staff proposes to purchase the replacement pickup truck using the MACPP-Metropolitan Joint Vehicle Bid through the Mid-America Regional Council.

Bids were received in the Fall of 2015 for the purchase and assembly of equipment for two F-550's. We propose to use Krantz for the purchase and assembly of truck equipment as it was just recently bid and they have agreed to this same price. Examples of the equipment to be purchased and installed are the dump bed, the hydraulic system, the salt spreader, and the front plow.

Truck Purchase (MARC BID)-	\$50,538.06
Equipment and Assembly-	<u>\$48,624.00</u>
Total-	\$99,162.06

FUNDING SOURCE

The Equipment Reserve Fund for 2016 includes \$80,000 for one F-350 One Ton Truck replacement. The full cost of replacing one F-350 with the F-550 including the installation of equipment requires a transfer of \$19,162.06 from the Equipment Fund. A summary of the funds for the new F-550 is shown below.

	2016 Equipment Reserve(for Truck # 1354)	2016 F-550 Truck Purchase Price	2016 Equipment & Assembly F-550	Totals
Actual \$ for 2016		\$50,538.06	\$48,624.00	\$99,162.06
Planned \$ for 2016	\$80,000			<u>\$80,000</u>
			<u>Transferred \$= \$19,162.06</u>	

RELATION TO VILLAGE VISION

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

ATTACHMENTS

None

PREPARED BY

Keith Bredehoeft, Public Works Director

February 10, 2016



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 15, 2016

Council Meeting Date: March 7, 2016

COU 2016-07

CONSIDER CONSTRUCTION OBSERVATION/ INSPECTION AGREEMENT WITH BHC RHODES FOR ON-CALL SERVICES

RECOMMENDATION

Move to approve the Construction Observation/Inspection agreement with BHC Rhodes for On-Call Services

BACKGROUND

In 2015, Public Works requested proposals from firms to provide construction administration services for Prairie Village in the areas of Right of Way Inspection and Construction Inspection for the next three years. We had 11 firms submit proposals. BHC Rhodes was selected as one of the three firms to be used for on-call construction inspection services during 2015, 2016, and 2017. The selection committee consisted of Terrence Gallagher, Ted Odell, Keith Bredehoeft, Melissa Prenger and Kenny Khongmaly.

We are proposing to utilize an on-call consultant for the on-call inspection service to supplement City staff inspection during peak construction season for CIP Projects with a total maximum value of the contract at \$30,000. The hours per week will be regulated by city staff and will be adjusted as needed. The on-call services include inspection of CIP projects which include the 2016 CARS project, the 2106 Paving Program, and the 2016 Concrete program.

FUNDING SOURCE

Funding will be allocated from the appropriate CIP project.

ATTACHMENTS

1. Construction Observation/Inspection Agreement with BHC Rhodes

PREPARED BY

Melissa Prenger, Sr. Project Manager

February 9, 2016

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

For

CONSTRUCTION OBSERVATION/INSPECTION

For

ON-CALL SERVICES

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 Brungardt Honomichl & Company, P.A., (BHC RHODES), a Kansas corporation with offices at Overland Park, Kansas, hereinafter called the “Consultant”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for Construction Observation/Inspection for On-Call Services for the year of 2016 hereinafter called the “Project”,

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

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

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

ARTICLE I - RESPONSIBILITIES OF THE CITY

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

The CITY shall do the following in a timely manner:

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

Shall notify the CONSULTANT no less than two (2) days prior to needing observation/inspection services on a particular project. Knowing this service will be on an “as-needed” basis, CONSULTANT will make every effort to provide a representative upon request. If, for some reason CONSULTANT

cannot fulfill the services for the time requested, a written response will be provided to the City within 12 hours of receiving the request.

ARTICLE II - RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT designates Joe White as Construction Manager, who shall direct the related construction inspection and administration services in all phases of the Project to which this Agreement applies. The Construction Manager shall serve as the prime professional on this Project and shall be the prime contact with the Senior Project Manager. The Construction Manager shall designate a qualified Field Representative to complete the construction services required by the CITY.

The standard of care for all professional consulting services and related construction inspection and administration services either performed for or furnished by the CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT profession, practicing under similar conditions at the same time and in the same locality.

The Construction Manager shall act as CITY representative to the extent and limitations of the duties, responsibilities and authority as assigned herein and shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CITY instructions to Contractor will be issued through Construction Manager, who shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.

The Construction Manager shall conduct a pre-construction meeting, which will include the Senior Project Manager, Contractor, utility companies and any appropriate government agency parties with the CITY prior to commencement of Work at the Site.

The Construction Manager shall coordinate with the Contractor on the taking of digital, pre-construction pictures.

The Construction Manager shall make visits to the site at intervals appropriate to the various stages of construction, as Construction Manager deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Construction Manager are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Construction Manager herein, but rather are to be limited to selective checking, selective sampling, and similar methods of observation of the Work based on Construction Manager's exercise of professional judgment. Based on information obtained during such visits and such observations, Construction Manager will determine if Contractor's work is proceeding in accordance with the Project Manual, and Construction Manager shall keep CITY informed of the progress of the Work.

The purpose of Construction Manager visits to the Site of the Project will be to enable Construction Manager to carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase. By the exercise of Construction Manager's efforts as an experienced and qualified construction professional, the Construction Manager will provide for CITY a greater degree of confidence that the completed Work will conform in general to the Project Manual and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual has been implemented and preserved by Contractor. Construction Manager shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Construction Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Construction Manager neither

guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Project Manual.

The Construction Manager shall have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Construction Manager believes that such work will not produce a completed project that conforms generally to the Project Manual or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

The Construction Manager shall issue necessary clarifications and interpretations of the Project Manual as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Project Manual. Construction Manager may issue Field Orders authorizing minor variations of work that neither increase the Time for Completion nor have a value of more than \$1,000 from the requirements of the Project Manual.

The Construction Manager shall recommend Change Orders and Field Orders to Senior Project Manager, as appropriate, and prepare Change Orders and Field Orders as required.

The Construction Manager shall review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Project Manual and compatibility with the design concept of the completed project as a functioning whole as indicated in the Project Manual. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Construction Manager has an obligation to meet any Contractors submittal schedule that has earlier been acceptable to Construction Manager.

The Construction Manager and Senior Project Manager shall evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor.

The Construction Manager shall require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Project Manual. The Construction Manager's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Project Manual and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Project Manual. The Construction Manager shall be entitled to rely on the results of such tests.

The Construction Manager shall render formal written recommendations on all claims of CITY and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Project Manual pertaining to the execution and progress of the Work.

The Construction Manager shall:

1. Review the Contractor's monthly Applications for Payment to determine it represents the work accepted and is mathematically correct. Construction Manager will provide recommendation for payment to the Senior Project Manager. Such recommendations of payment will be in writing and will constitute Construction Manager representation to the CITY, based on such observations and review, that, to the best of Construction Manager knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon completion, to the results of any subsequent tests called for in the Project Manual and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Construction Manager responsibility to

observe the Work. In the case of unit price work, the Construction Manager recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Project Manual). The responsibilities of Construction Manager are expressly subject to the limitations set forth herein.

2. By recommending any payment, it will also not impose responsibility on Construction Manager to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price. However, the Construction Manager shall obtain from the Contractor documentation in approved form with the payment request to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

The Construction Manager shall receive and review maintenance and operating instructions, schedules, and guarantees that will be given to the Senior Project Manager.

The Construction Manager shall receive and deliver to the Senior Project Manager bonds, certificates, or other evidence of insurance not previously submitted and required by the Project Manual, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided herein, and the annotated record documents which are to be assembled by Contractor in accordance with the Project Manual to obtain final payment.

Construction Manager shall transmit to Senior Project Manager promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use. In company with Senior Project Manager and Contractor, the Construction Manager shall conduct an inspection to determine if the Work is Complete. If after considering any objections, the Construction Manager shall deliver a certificate of Completion to Senior Project Manager and Contractor.

Accompanying the recommendation for final payment, Construction Manager shall provide proper notice that the Work is acceptable to the best of the Construction Manager knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by Construction Manager for final payment to Contractors.

The Construction Manager shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Construction Manager shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Project Manual.

Construction Manager shall furnish assistants, and other field staff to assist Construction Manager to provide more extensive observation of Contractor's work by observing progress and quality of the Work. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the assistants and other field staff, Construction Manager shall provide protection against defects and deficiencies in the Work.

The duties and responsibilities Construction Manager are as follows:

- 1 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

- 2 Serve liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Project Manual.
- 3 Obtaining from CITY additional details or information, when required for proper execution of the Work.
- 4 Report when clarifications and interpretations of the Project Manual are needed and transmit to Contractor clarifications and interpretations.
- 5 Record date of receipt of Samples and approved Shop Drawings.
- 6 Receive and examine Samples, which are furnished at the Site by Contractor.
- 7 Review material test reports and inform Senior Project Manager and Contractor of results not meeting specifications. The Construction Manager shall make appropriate recommendations to address results not meeting specifications.
- 8 Advise the Contractor prior to the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal that the submittal has not been received or approved by Construction Manager.
- 9 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions. Transmit to Contractor in writing decisions as issued by Construction Manager.
- 10 Conduct on-Site observations of Contractor's work in progress to determine if the Work is in general proceeding in accordance with the Project Manual.
- 11 Report any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Project Manual or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Project Manual, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise of that part of work in progress that the Construction Manager believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 12 Consult with Contractor in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- 13 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY personnel, and that Contractor maintains adequate records thereof.
- 14 Observe, record, and report appropriate details relative to the test procedures and systems start-ups.
- 15 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections.
- 16 Maintain orderly files for correspondence, reports of job conferences, reproductions of original Project Manual including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Project Manual, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

- 17 Prepare a daily report recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Senior Project Manager.
- 18 Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 19 Maintain records for use in preparing Project documentation.
- 20 Upon completion of the Work, furnish original set of all Project documentation to Senior Project Manager.
- 21 Furnish to Senior Project Manager periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 22 Draft and recommend to Senior Project Manager proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 23 Furnish copies of all inspection, test, and system start-up reports.
- 24 Immediately notify Senior Project Manager of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 25 Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Senior Project Manager, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 26 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Project Manual, and have these documents delivered to Senior Project Manager for review prior to payment for that part of the Work.
- 27 Participate in a Completion inspection, assist in the determination of Completion and the preparation of lists of items to be completed or corrected.
- 28 Participate in a final inspection in the company of Senior Project Manager, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- 29 Observe whether all items on the final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work.

The Construction Manager shall not:

- 1 Exceed limitations of CONSULTANT authority as set forth in the Agreement or the Project Manual.
- 2 Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Project Manual.
- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY or Contractor.
- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

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

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

Keeping accurate records and reports is a very important function of the Construction Manager. These records are necessary for a number of reasons. Some of the most common reasons for these records and their use as references are as follows:

1. Accounting for quantities for periodic progress payments and extra work under cost plus change order procedures
2. Verify actions and decisions of the Construction Manager
3. Report job status and site conditions of an accident or liability claim
4. Clarify the continuity of project contract time, such as working days, delays, and weather.
5. Responses to inquiries and complaints
6. Evidence in legal action

The basic reporting medium is the Daily Report. It is a continuing report of the job progress and provides an adequate record of each day's progress and activities. The record of activities should be reported in the sequence that they take place. Each report should be brief but at the same time be complete, clear and factual and include all work accomplished by the Contractor, as well as pertinent related information. The report should answer "who did what, when, where, how and how much". Abbreviations are acceptable as long as their meanings are not confusing and have a common acceptance.

A checklist of items contained in the Daily Report is as follows:

Typical entries for general information -

1. All reports shall show the CITY Project number and title and the CARS or SMAC project number
2. All entries shall be printed in black ink or computer generated
3. Detail the Construction Manager hours on the jobsite
4. Record weather conditions such as "sunny, temperature, precipitation type and amount (light, moderate, heavy)"

5. Complete the report the same day
6. Label the report using the consecutive numbers
7. Note any written or verbal instructions given to the Contractor
8. Note any non-compliance issued for the job
9. Record any unsatisfactory or non-compliant work and corrective actions taken
10. Report all job incidents involving the public such injuries, damages to property and equipment, safety conditions
11. Record the type, frequency and person providing testing
12. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
13. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
14. Record any important visitors to the project and their nature of business
15. Sign and date the report
16. Send copy of report to Senior Project Manager

Typical entries for subgrade work -

1. Name of Contractor doing the work
2. Location and results of compaction tests completed and name of the testing laboratory
3. Limits of rough grade, cuts and fills
4. Thickness and type of material placed and compacted
5. Conformance with final grade specifications

Typical entries for curb, gutter, sidewalk and driveway work -

1. Name of Contractor doing the work
2. Station to station limits of forms placed when concrete is not placed the same day
3. Station to station limits of concrete placed, type of concrete and additives, number of cubic yards placed, source of concrete and copy of delivery ticket
4. Type and size of curb and gutter
5. Width and thickness of sidewalk
6. Width and thickness of driveways
7. Number and location of concrete tests for slump, cylinders taken, and name of testing laboratory

Typical entries for paving work -

1. Name of Contractor doing the work
2. Identification of milling, paving and roller equipment used
3. Source and type of material
4. Station to station and width limits of pavement placed, method of laying, material type,, thickness, and weight of material laid based on delivery tickets
5. Number and location of temperature of material at delivery tests, density tests and name of testing laboratory

Typical entries for storm drains -

1. Station to station limits of excavation, pipe laid (including size and type), bedding material, backfill material and compaction method
2. Number and location of structure by type, backfill material and compaction method
3. Location of utility conflicts and resolution
4. Method of restoration, , compaction method and density test
5. Method of restoration, sidewalks, lawns
6. Televised inspection, dates and results

A primary responsibility of the Construction Manager is to have a working knowledge of the controlling regulations, codes and directives dealing with the public convenience, public safety and construction

safety. Though jobsite safety is contractually the Contractor's responsibility, the Construction Manager should immediately report all unsafe conditions or practices to the proper authority. However, if in the opinion of the Construction Manager, the precautions taken by the Contractor are found to be insufficient or inadequate in providing job or public safety at any time, the Construction Manager shall notify the Senior Project Manager.

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

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

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

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

ARTICLE III - COMPENSATION

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of Thirty Thousand Dollars (\$30,000.00) for the scope of services as specified herein unless modified by Change Order. CONSULTANT current Hourly Rate Schedule is attached as Exhibit A.

The CONSULTANT may submit an invoice on a monthly basis from an estimate of Services or upon the completion of services. The CONSULTANT shall bill reimbursable expenses, which are beyond all fees for professional services, with a multiplier of 15%. Reimbursable items shall be as follows:

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

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

Both parties may submit an Engineering Change Order for major changes in scope, character, delays or complexity of Services. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward. The Engineering Change Order shall be signed by the CITY and the CONSULTANT prior to the CONSULTANT proceeding with any work covered by this Agreement.

ARTICLE IV - GENERAL PROVISIONS

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

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

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

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

Reuse of Documents: All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement ("Plans") shall become the property of City. City agrees that if such Plans are ever used in connection with another project in which the Consultant is not providing civil engineering services or for completion of the Project by others, all references to the Consultant or any subconsultant, including seals, shall be removed from the Plans before use on said project. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the CITY sole risk and without liability to the Consultant. To the extent permitted by law, the City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the Plans. In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any

documents, plans or specifications relative to the Project without the expressed written permission of the City.

Insurance: The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

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

Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, CITY agent, and other specified interests as additional insureds thereunder.

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

6.4 Termination: This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this

Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

6.5 Termination for Convenience: The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization

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

Indemnity: To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for CITY reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Successors and Assigns: The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or

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

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

CITY:

CITY OF PRAIRIE VILLAGE, KS

By: _____

Laura Wassmer, Mayor

CONSULTANT:

Brungardt Honomichl & Company, P.A.

By: _____

Kevin Honomichl

President

Address for giving notices:

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

Address for giving notices:

BHC RHODES
7101 College Boulevard, Suite 400
Overland Park, Kansas 66210
913-663-1900

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED BY:

Catherine Logan, City Attorney



COU2016-03

Consider change in CP046 Reservation of Facilities and revised fees

RECOMMENDATION

Move the Governing Body approve revisions to CP046 “Reservation of Facilities” establishing the community center hours as 7 a.m. to 10 p.m. and a revised fee schedule

BACKGROUND

With the current investment in the renovation of the community center, staff revisited the Council policy and function of the Community Center. As stated in the purpose of the policy, the facility is for the purpose of conducting the business of the City and providing meeting and recreational opportunities for its residents. With its limited size and lack of kitchen facilities, the community center is better suited for meetings and small gatherings than large parties and receptions. There are several groups that meet regularly in the community center, community classes held and small gatherings.

This item was discussed at the February 1st Council Committee of the Whole meeting with direction being given to staff to consider an increase in fees and restrictions of the issuance of alcohol permits to Prairie Village residents.

Staff believes the primary function of this unsupervised facility is to provide a meeting area for community groups and individuals. Therefore, it is recommending the hours of reservation be from 7 a.m. to 10 p.m.

To address the suggested increase in rental fees, staff looked at charges for meeting rooms in other municipal facilities. A big difference between most of these facilities and Prairie Village is that they are generally staffed with staff available to provide assistance and to ascertain the condition of the facility before and after its use.

Comparison of fees for the reservation of a meeting room with the capacity of 50:

City	Fees	Fees	Fees	Deposit	Alcohol
Overland Park	\$24 weekday	\$29 Weekend		None	Requires a Cert. of Insurance
Roeland Park	\$17 Resident	\$20 Non RP Resident	\$22 No JoCo Resident	\$50	\$25
Merriam	\$18 Resident	\$23 Non-Resident	\$27 Business	\$150	\$25 and Security
Lenexa (Capacity 90)	\$25 Resident	\$50 Non-Resident	\$75 Business	\$150	\$100 & Security
Shawnee	\$30 Resident	\$40 Non-Resident	\$24 Civic & Non-Profit	20% Premium for Saturday	Security - >100 people
Mission	\$30			\$50	\$30 and Security
Leawood	\$50 Resident	\$65 Non-Resident	\$40 Non-Profit	\$250	\$25 and Security

Staff is recommending the following change to the fee structure:

- Recurring group meeting reservations (three or more meetings) - \$15/hr.
- Meeting/class reservations - \$20/hr.
- Event/party reservations - \$40/hr
- Alcohol permit - \$120/hr.
- Deposit required for a reservation with an alcohol permit - \$100

Administrative changes in procedure would require verification of condition of the facility by the renting party upon entering the facility and a required photo identification for individuals renting the facility. This would provide verification for Dispatch in giving out the key to the community center and an address and contact information in case further communication is necessary.

FINANCIAL IMPACT

Community Center reservations are currently covering the operational costs. Approximately 200 reservations are made each year with one-third of them being for parties.

Year	Revenue	# Reservations	# Parties	# Alcohol Permits	Revenue from Alcohol
2015	\$17,531.68	192	75	21	\$1,265.00
2014	\$14,827.52	230	89	22	\$1,320.00
2013	\$16,513.20	172	94	17	\$1,020.00
2012	\$14,687.46	175	81	17	\$1,020.00
2011	\$15,528.14	182	101	21	\$1,260.00

Current fee for a three hour weekend party with alcohol

\$120

Proposed fee for a three hour party with alcohol

\$240 +\$100 deposit

ATTACHMENTS

Revised CP046 - New language **bolded**

Proposed Revisions to Fee Schedule

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: February 10, 2016

PROPOSED FEE CHANGES

Fee Structure	Current Fees	Proposed Fees
Multiple Meeting Reservation	\$12/per hour	\$15/per hour
Meeting/Class Reservations Weekday Reservations	\$15/per hour	\$20/per hour
Weekend Reservations Event/Party Reservations	\$20/per hour	\$40/per hour
Internal Uses/Committees	No Charge	No Charge
Alcohol Permit	\$60	\$120*
*\$100 security deposit required with alcohol permit		



City Council Policy 046 - RESERVATION OF CITY FACILITIES

Effective Date: February 16, 2016

Amends: COPOL 051 dated February 7, 2011

Approved By: Governing Body

I. SCOPE

II. PURPOSE

The City of Prairie Village maintains certain indoor and outdoor facilities for the purpose of conducting the business of the City and providing meeting and recreational opportunities for its residents. When these facilities are not scheduled for use by the Governing Body, or its committees, they may be made available at reasonable times and reasonable rates to groups which fall within the categories below.

III. RESPONSIBILITY

The City Clerk is delegated the authority and duty to consider and approve or disapprove the requests for the use of facilities according to policies established herein, previously established policies and applicable law. Reports will be made to the Governing Body annually by the City Clerk regarding the reservation of City facilities during the previous year. The City Administrator will report annually the amount of revenue received from such usage, estimated actual costs to the City and any recommended changes in this policy.

IV. DEFINITIONS

V. POLICY

VI. PROCEDURES

A. Rental Categories:

The City Clerk will determine which category applies to each application and charge the applicable fee according to the Fee Schedule on file.

Internal: Prairie Village Governing Body, Committees, Boards, and other governmental entities, residents and groups participating in City-Sponsored programs and homes association meetings.

Resident: A person residing within the City limits of Prairie Village or owning a business with a physical location in Prairie Village.

Non-Resident: An individual whose primary living domicile is outside City limits of Prairie Village.

B. General Rules:

Groups or organizations using the facility will comply with the laws and ordinances of the City of Prairie Village and the State of Kansas. In addition, they will comply with all requirements specifically set forth in the Application for Facility Reservation Permit.

No items may be sold by outside individuals/groups reserving City facilities.

Application for the reservation of a City facility must be made on the appropriate form available from the City Clerk's office. Applications must be signed by an adult who will be present and in charge while the facility is in use, and who will assume responsibility for

payment of charges for use of the facility. The organization will be required to assume responsibility and pay for any damage or loss that may occur to the facility, equipment and grounds. In addition, the group will be required to sign a hold-harmless affidavit.

C. Facilities:

1. Community Center 28' x 31' (approx.) **Maximum occupancy 45 people**

Prairie Village Community Center

- a) **All reservation requests for the use of the Community Center must be made in writing.**
- b) **Reservations will be recognized by receipt of a Facility Use Permit.**
- e) **The Community Center may be reserved between the hours of 7:00 a.m. to 10:00 p.m.**
- f) **A member of the sponsoring group must be responsible for the actions of group members.**
- g) **Cleanup after use shall be done by the group using the Community Center.**
- h) Any person, group or organization making advance reservation for the Prairie Village Community Center may request a permit authorizing consumption of beer and/or wine on the premises. A permit may be issued by the City Clerk, if it is determined that such use will not be detrimental to the City property or the health or safety of the citizens of Prairie Village.

2. Municipal Building

Council Chamber 30' x 50' (approx.) **Maximum occupancy 150 people**
Multi-Purpose Room **Maximum occupancy 52 people**

Reservations of the City Council Chamber to groups classified as Internal will be permitted under the following conditions:

1. The group makes its facility reservation request within 30 days of the date the group intends to use the City Council Chamber
2. Multiple reservations of the City Council Chamber will not be permitted (i.e. monthly meetings) on the same facility reservation request.
3. A City employee is on duty during the entire time the Council Chamber is being used by the group; or
4. A City Council member or City employee will be present at the meeting

3. Park Facilities

Tennis Courts
Park Pavilions

Swimming Pool
Volleyball Courts

Soccer Fields
Baseball Diamonds

4. Park Pavilions

- a) All reservation requests for the use of the park pavilions must be made in writing.
- b) Reservations will be recognized by receipt of a Facility Use Permit.
- c) Groups of 20 or less may reserve part of the Harmon Park structure.
- d) Groups of 21 to 100 may reserve all of the Harmon Park structure.
- e) The park pavilions may be reserved throughout the year between the hours of 7:00 a.m. to 11:00 p.m. for a maximum of six hours except for special hours approved by the Park Board.
- f) A member of the sponsoring group must be responsible for the actions of group members.
- g) Cleanup after use shall be done by the group using the Pavilion.
- h) The City Clerk may require a short-term special use permit be issued by the Council for the use of the parks by large groups, which may require parking that would exceed normal park use.

D. Applications and Permits:

Applications should be completed and filed with the City Clerk. Upon approval, the organization/individual will be given a permit showing the hours and facilities approved. All fees are due at the time of the reservation.

E. Special Requirements:

Park Facilities:

Possession and consumption of cereal malt and/or alcoholic beverages is prohibited except as provided for in Ordinance 2010 which allows for sale and consumption of alcoholic beverages Harmon Park in conjunction with an approved City function upon the approval of the Governing Body.

City Hall and Municipal Courtyard:

Serving and consumption of beer and wine may be authorized in conjunction with an approved City function upon the approval of the Governing Body by resolution.

Prairie Village Community Center

Serving and consumption of beer and wine may be authorized by permit as approved by the City Clerk.

All Facilities:

1. Amplified sound prohibited except by written permit from the City.
2. Alcoholic liquor prohibited.



Consider approval of the Meadowbrook Park Master Plan

Motion:

Consider approval of the Meadowbrook Park Master Plan dated January 23, 2016 as presented by Johnson County Park & Recreation District.

Background:

Johnson County Park and Recreation District (JCPRD) engaged LandWorks Studio in August 2015 to begin a Park Master Plan process for Meadowbrook Park. Mayor Wassmer, Ted Odell, Terrence Gallagher and Quinn Bennion served on the Advisory Committee. Several public open houses were held as part of the planning process. City Council reviewed the park master plan on three occasions and provided input and feedback.

The final overall plan is best illustrated on pages 18 & 19 of the summary document. A printed Master Plan will be available to each Councilmember at the Tuesday meeting.

The City Council approved the concept of the Master Park Plan at the December 7, 2015 meeting. Overall the preliminary park plan was well received. There were concerns expressed by the neighbors and Council about the location of the Roe connection in relation to the homes on Roe, the location of the facilities in the east side of the park and the location of the parking lot in the Northeast corner. Two of the three items have been addressed on the final Parks Master Plan by moving the elements further from residential property.

A lighting plan will be forthcoming for City approval after coordination and design approval of the developer and JCPRD staff & Board.

There are three significant items of note since the last City Council review in December:

- The Roe connection road has been shifted further to the west. To illustrate the shift – compare the #2 Enlargement of Proposed Site Plan and former alignment (pg 17) with the #4 Final Master Plan – Preferred Road Alignment (pg 19).
- The park facilities on the east side of the park have been shifted to the west including the restroom, large shelter and playground. The possible northeast parking lot is in the same location as the previous plan, but is not currently funded.
- The funding estimate sheet is included with anticipated sources of funding shown – Page 20

Attachments:

- Final Park Master Plan (pg. 18 in Summary Report)
- Meadowbrook Park Master Plan – Summary Report

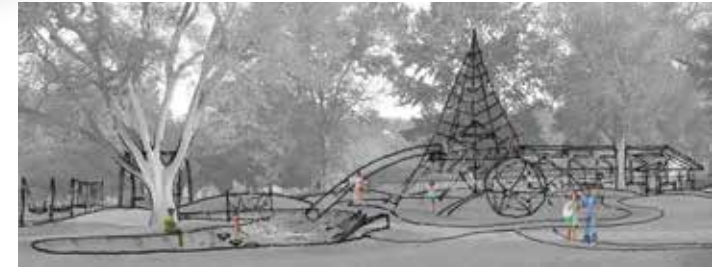
Prepared By:

Quinn Bennion

City Administrator – Feb. 11, 2016

MEADOWBROOK PARK

MASTER PLAN



Meadowbrook Park Master Plan

Summary Report



JOHNSON COUNTY
Park & Recreation
District



landworks
STUDIO

January 23, 2016

Executive Summary

The Meadowbrook Park Master Plan was created to address the park space needs of Northeast Johnson County residents who lack a large regional park. The resulting master plan takes full advantage of approximately 80 acres of prime land consisting predominantly of lawn and mature trees that were established on the former Meadowbrook Golf and Country Club property in Prairie Village, Kansas. This report is a summary of the master plan and process to transform the property into a one-of-a-kind park.

The design team was led by Landworks Studio who served as lead designer and project manager. The firm was supported by Shockey Consulting Services to run the public involvement components and Affinis Corporation for Civil and Traffic consulting. Key stakeholders included the Johnson County Park and Recreation District (JCPRD) staff and board, the City of Prairie Village, VanTrust Real Estate, and the Johnson County Board of Commissioners (BOCC). Select members of these organizations were invited to be a part of an Advisory Group that was created to help expedite the project. This Advisory Group also included Prairie Village staff, Planning Commissioners and citizen representatives from Prairie Village and Overland Park. The project was further expedited by holding the first ever Joint Officials Meeting that included the JCPRD board, Prairie Village City Council, Prairie Village Planning Commission, and BOCC. The officials provided feedback on the Guiding Principles for the project, public meeting and survey input, stakeholder input, and the initial concepts proposed.

Crediting an efficient process and effective decision making by all officials, the overall project took just over 5 months to complete.



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Acknowledgments

Board of Park & Recreation Commissioners - 2015

George J. Schlagel, Chair
 Paul Snider, Vice Chair
 Nancy Wallerstein, Secretary
 Michael Pirner, Treasurer
 Steven Baru, Asst. Secretary
 Chris Carroll, Asst. Treasurer
 Leslee Rivarola, Board Member
 Steven C. Klika, BOCC Ex Officio

Johnson County Board of County Commissioners

Ed Ellert, Chairman
 Ronald L. Shaffer, First District
 James P. Allen, Second District
 Steven C. Klika, Third District
 Jason Osterhaus, Fourth District
 Michael Ashcraft, Fifth District
 John Toplikar, Sixth District

Johnson County Park & Recreation District

Jill Geller, Executive Director
 Bill Maasen, Superintendent of Parks & Golf Courses
 Rhonda Pollard, Superintendent of Recreation
 Dan Field, Superintendent of Safety & Outdoor Education
 Randy Knight, Community Relations Manager
 Cliff Middleton, Planning & Development Manager

Consultants

Lead Consultant – Landworks Studio
 Carisa McMullen, Principal
 Kelly VanElders, Project Manager
 Dale Stafford, Graphics
 Mitch Zeller, Design
 Rachel Fox, Rendering
 Public Involvement - Shockey Consulting Services
 Sheila Shockey, Principal
 Karol Biery
 Shelby Ferguson
 Traffic and Stormwater – Affinis Corporation
 Cliff Speegle, Civil Engineer
 Mike McKenna, Civil Engineer

Advisory Group

Nancy Wallerstein, JCPRD Board Member
 Laura Wassmer, Prairie Village Mayor
 Ted Odell, Prairie Village Councilmember
 Terrence Gallagher, Prairie Village Councilmember
 Quinn Bennion, Prairie Village City Administrator
 Courtney McFadden, Resident
 Robert Wittman, Resident
 Justin Duff, VanTrust Real Estate

Prairie Village City Council

Laura Wassmer, Mayor
 Ashley Weaver, Ward I
 Jori Nelson, Ward I
 Steve Noll, Ward II
 Ruth Hopkins, Ward II
 Eric Mikkelson, Ward III
 Andrew Wang, Ward III
 Sheila M. Myers, Ward IV
 Brooke Morehead, Ward IV
 David Morrison, Ward V
 Dan Runion, Ward V
 Terrence Gallagher, Ward VI
 Ted Odell, Ward VI



Project Schedule

The master plan process began in August 2015 with the design team exploring the project site and gathering all pertinent information available. Public open houses and meetings with key stakeholders such as Johnson County Park and Recreation District (JCPRD), The City of Prairie Village, VanTrust Real Estate, and the Johnson County Board of Commissioners were performed. The project team set forth an overall timeframe for the master plan process which took less than 6 months to complete.

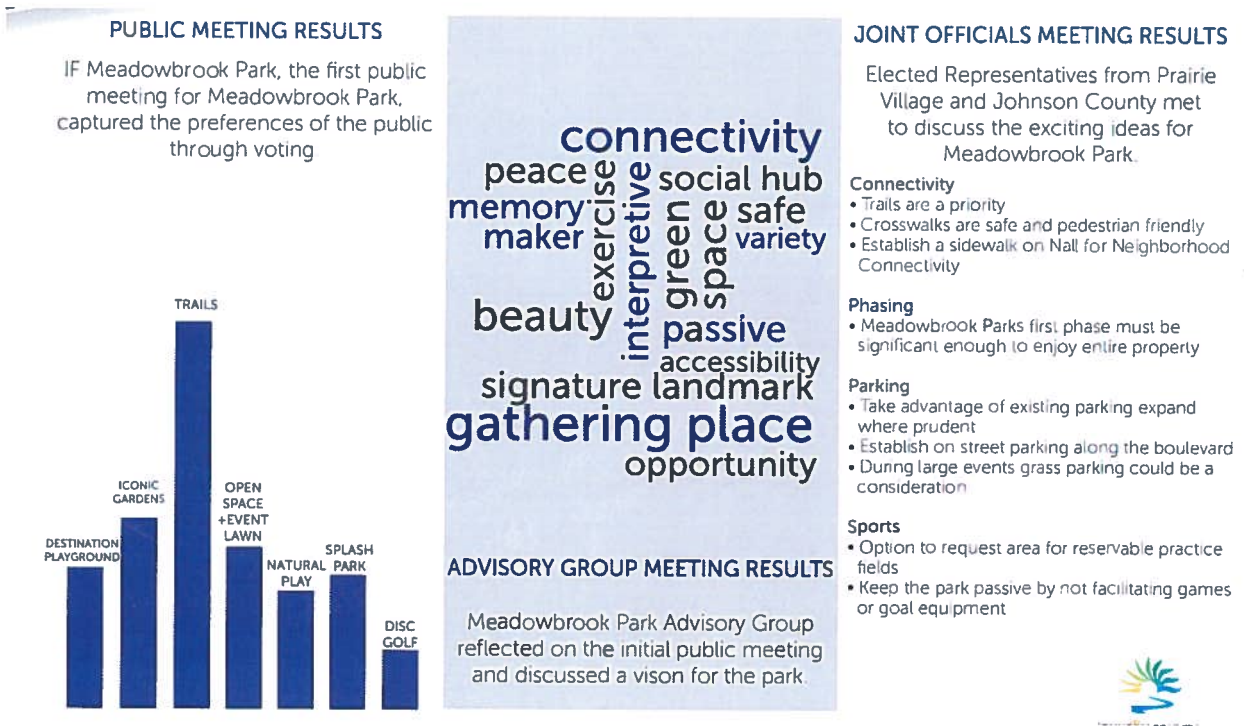
These keystone events occurred on the following dates:

- | | |
|--|--------------------|
| • Project Kick Off | August 26, 2015 |
| • VanTrust Meeting | August 27, 2015 |
| • Prairie Village Staff Meeting | September 2, 2015 |
| • Public Open House #1 | September 29, 2015 |
| • Advisory Committee Meeting #1 | October 8, 2015 |
| • Joint Stakeholder Meeting | October 12, 2015 |
| • Public Open House #2 | October 20, 2015 |
| • VanTrust, Prairie Village Staff, JCPRD Staff | November 2, 2015 |
| • Prairie Village City Council Meeting #1 | November 16, 2015 |
| • JCPRD Board Meeting #1 | November 18, 2015 |
| • Kenilworth Neighborhood Meeting | December 1, 2015 |
| • Prairie Village City Council Meeting #2 | December 7, 2015 |
| • Board of County Commissioners Meeting | December 10, 2015 |
| • JCPRD Staff Cost Phasing Meeting | December 11, 2015 |
| • JCPRD Board Meeting #2 | December 16, 2015 |
| • JCPRD Board Meeting #3 | January 20, 2016 |
| • Prairie Village City Council Meeting #3 | February 1, 2016 |
| • Final Report Submitted to JCPRD | February, 2016 |



Guiding Principles and Project Process

The Guiding Principles used to formulate the Master Plan evolved out of a collaboration with Key Stakeholders, results from two public meetings and survey results, a Kenilworth neighborhood meeting, the Advisory Group, and the Joint Officials Meeting. (The graphic below depicts a summary the predominant uses desired, social aspects craved, urban design components most wanted, and minimum elements to be implemented in phase 1.)



Guiding Principles Summary Graphic

The process that was used included strong communication and collaboration with a multitude of public entities including the following key stakeholders: the Johnson County Park and Recreation District (JCPRD) staff and board, the City of Prairie Village, VanTrust Real Estate and the Johnson County Board of Commissioners (BOCC). Select members of these organizations were invited to be a part of an Advisory Group that was created to help expedite the project. This Advisory Group also included Prairie Village staff, planning commissioners and citizen representatives from Prairie Village and Overland Park. The project was further expedited by holding the first ever Joint Officials Meeting that included the JCPRD board, Prairie Village City Council, Prairie Village Planning Commission, and BOCC. The officials provided feedback on the Guiding Principles for the project, public meeting and survey input, stakeholder input and the initial concepts proposed. Specific principles are depicted on the graphic above.

Public input was collected from three separate open houses, the first was held in March 2015, prior to the start of the master plan by JCPRD, VanTrust Real Estate, and the City of Prairie Village. The initial input from that meeting was valuable in laying the groundwork for the initial park programming.





Shockey Consulting Services organized the first official Master Plan public meeting at the Meadowbrook Clubhouse. The meeting included graphic displays depicting potential uses through visual bubble diagrams. These displays were located

inside the clubhouse and outside on the central fairway depicting the initial master plan concept. Attendees were given “voting beads” that were cast into jars labeled with the preferred park uses gathered at the previous public open house. Voter ballots were also made available to provide written comments about the concepts. The registered names collected indicate the open house was attended by over 500 people. The results indicated that the dominant use voted for that exceeded any other use was trails followed by Iconic Gardens, Open Space + Event Lawn, Destination Playground, Splash Park, Natural Playground, and, lastly, Disc Golf. (Graphics presented at each open house can be found in the Appendix of this report)

Additional input was gathered on-line through the web-generated program My Sidewalk. The results of My Sidewalk supported the priorities of the open house input. In addition to the public open houses, public input was gathered at each Prairie Village City Council meeting, JCPRD board meetings and Prairie Village Planning Commission meetings. (See Schedule section for actual dates)

The second open house was also hosted at the Meadowbrook Clubhouse. Updated plans depicted a much more detailed plan including revisions to the Northeast corner of the property including a slight realignment of the Roe connector road north of 91st Street, a shelter, restroom, and overlook area.



As part of the advancing design process, a closer consideration of park needs and proximity within the boundaries of the park prompted the design team to consider better servicing the neighborhoods to the North and East with closer access to play and recreation support features. Revised plans were generated to depict a playground, large shelter and accompanying parking lot. Further revisions re-aligned the park access road to align with 91st Street to meet industry standards for traffic intersections, however, after meeting with the neighbors, the road was re-aligned to the north property line to appease neighborhood concerns about through traffic.

Moving the road alignment east preserves more park open space and mature trees, and provides a playground setting at the green. The final master plan in this report will depict a revised alignment that moves the road west to the next fairway in order to increase the distance between the road and the residences.



(Insert approval dates for each governing body in final report)

- The Grand Pavilion offers an architectural statement to the park and shelter for public gathering.
- Senior Exercise – Popular in Europe, these exercise stations are designed specifically for the senior aged adults who are seeking outdoor exercise opportunities.
- Great Lawn – As previously mentioned, the great lawn will be host to many memories ranging from civic activities, to weddings, frisbee games, picnics or a leisurely stroll around the green.

The appendix of this report provides the Master Plan graphics for the park.

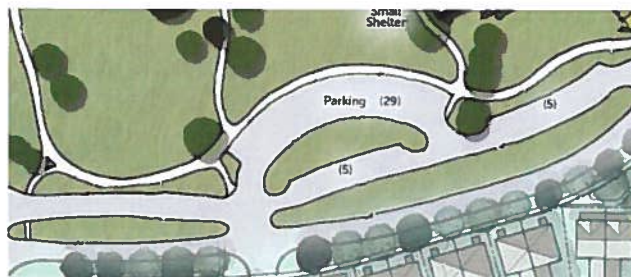
Traffic Master Plan Study

The traffic control master planning included working in conjunction with the developer's traffic study to: evaluate parking requirements and opportunities, and analyze connectivity for pedestrian, bike, vehicular, and transit traffic. Most of the vehicular circulation was determined by the traffic study and the agreement with the city council and park board.

The goal for the parking was to create pockets of parking strategically located throughout the perimeter of the park to preserve open space and allow for visitors to park near their event and to avoid large expanses of parking. Parking is limited to:

- the main lot near the clubhouse
- two areas of small pocket parking off of Meadowbrook Parkway
- parallel parking along Meadowbrook Parkway with bulb outs to break up the parking and delineate these areas as parking and not a wider travel way.

Parks that accommodate pedestrians and bicyclists with access and connectivity are key to the success of a park. The Meadowbrook Park Master Plan is a multimodal destination. Numerous trails have been strategically aligned throughout



the park to allow users to enjoy different areas of the park as well as benefit from the exercise and enjoyment of walking or riding through the park. Crosswalks are incorporated where necessary for safe vehicle pedestrian interaction. During phase one design, a closer study of the actual crossing locations will be refined to make these locations visible and safe.

In addition to walking and biking in the park, the City of Prairie Village is considering an eight foot trail along Roe avenue that would tie Meadowbrook Park to Franklin Park and beyond. This would allow area residents living north and east of the park to visit without motorized transportation.

Transit was not a design component in the master plan stage. It is not anticipated that buses will be traveling through the park but could have strategic stops on Nall Avenue near Meadowbrook Parkway or within the parking area or drop off. This would be coordinated with the transit authority during the design phase.

Stormwater Plan Study

Stormwater master planning included a review of the existing site conditions and the development plans to identify constraints and opportunities for stormwater features. Those features include ponds, streams, storm sewer systems, and best management practices (BMPs).

Initial planning included a review of the developer's stormwater strategy and how that would relate to the park development in both the short and long term. It quickly became apparent that the pond design and dredging would be the key for both the park and development success. The developer's initial design submittal showed the ponds being used as the development's stormwater quantity and quality control features.

The development's stormwater quantity control requirements have set the required minimum size of the ponds. The size requirements do increase the overall pond size. The increase in pond size allows the ponds to become a very strong feature for the park, although the required dredging and earthwork becomes a large driver as a site and budget constraint. The current plan for the dredged pond material is to dig pits on park property and bury the material. The area where the existing driving range is located will be one location to place fill although initial calculations show that other areas in the park will also be needed for fill placement.

The original plan for the development's stormwater quality control was to use the ponds as an extended wet detention BMP. This was a concern since JCPRD will be responsible for the long-term maintenance of the pond. The use of the pond as a BMP for the development would increase maintenance costs and increase the siltation and nutrient load to the pond. After discussions with the developer, the pond will no longer be used as a BMP and stormwater will now be filtered on the development site before entering the pond.

The master plan has identified the need to install sediment capture areas upstream from the ponds to limit siltation and long-term maintenance. These areas are identified north of the Meadowbrook Parkway just before the streams enter into the upper pond. The sediment areas will require ongoing maintenance and sediment removal and should be designed for easy access. They should also be implemented in phase one before the pond restoration is completed.

The developer has performed a preliminary jurisdiction determination for the Corp of Engineers which also included a wetland determination study. The



existing streams and ponds on the site are considered Jurisdictional waters of the United States and will require permitting before construction. There were also wetlands found near the two major storm outlets in the northwest corner of the property. The streams and wetlands will need to be considered during design and will require a three to six month permitting process.

There also needs to be coordination with the Corps of Engineers before dewatering and dredging of the ponds occur.

The existing streams on the site present an opportunity for restoration to a more natural stream system. There are four distinct streams on the site that receive water from areas upstream of the park property. There are a few locations where there is existing corrugated metal pipe (CMP) that carries some of the stream flow. The pipes show signs of aging and could be removed and restored to a stream system. The stream restoration opportunities can be implanted over time and not critical to be fully completed in phase one.

There are other sustainable opportunities that will directly benefit water quality. Installation of native vegetation throughout the site will help promote infiltration and pretreat runoff before entering the streams and ponds. BMPs can be added to the existing parking lot and the proposed parking areas to treat runoff from those lots. Parking lot BMP options include raingardens, filtration units, native grass filter strips, or porous pavement.

Bulleted list of constraints and opportunities:

Constraints:

- Locations to dispose of dredged pond material
- Permitting requirements for streams, wetland, and ponds
- Controlling construction sediment from development construction
- Trail grading along the berms on the east side of property
- ADA compliant trail along north side of upper pond where it crosses near the pond
- Existing streambank erosion in the southeast corner of the property near the proposed trail
- Existing parking lot maintenance and condition after construction traffic
- Existing CMP pipe conditions and need for removal
- Existing CMP under proposed destination playground

Opportunities:

- Native vegetation for pre-treatment of runoff
- BMPs added for existing parking lot runoff and as part of proposed parking lots
- Stream restoration throughout site
- Ponds, stream restoration, and BMPs can be learning educational features
- Sediment forebays
- Waterfall features between ponds
- Reuse of existing bridge at southern end of property

Master Plan Cost Summary

The cost estimate was completed in December, 2015 and forecasts the best opinion of probable costs using 2016-17 pricing. The overall cost estimate total for pre-construction and construction was \$17,626,884*.

Estimated TIF Funding \$4,889,857 - The park's initial development will be funded by a portion of the funds generated by the Meadowbrook Tax Increment Financing district. The development will include elements such as the main loop trail, pond reconstruction, site furnishings, signage, parking improvements and park support components such as utilities, maintenance area repairs and open space restoration.

Possible CIP Improvements \$3,958,695 – Additional future improvements to be funded through JCPRD's capital improvement program include more trails, the destination playground, the senior wellness area, grand pavilion and shelters, storm water BMP's.

Proposed Future Improvements \$8,751,032 – Proposed future improvements and master plan elements that currently are unfunded include additional trails, parking improvements, landscape and gardens, spray feature, natural playground, NE playground, shelters, site furnishings, tennis and pickleball court renovations.



Proposed destination playground area

*JCPRD is not obligated to fund or construct any specific item contained within this Summary Report. All park developments will be subject to available funding.

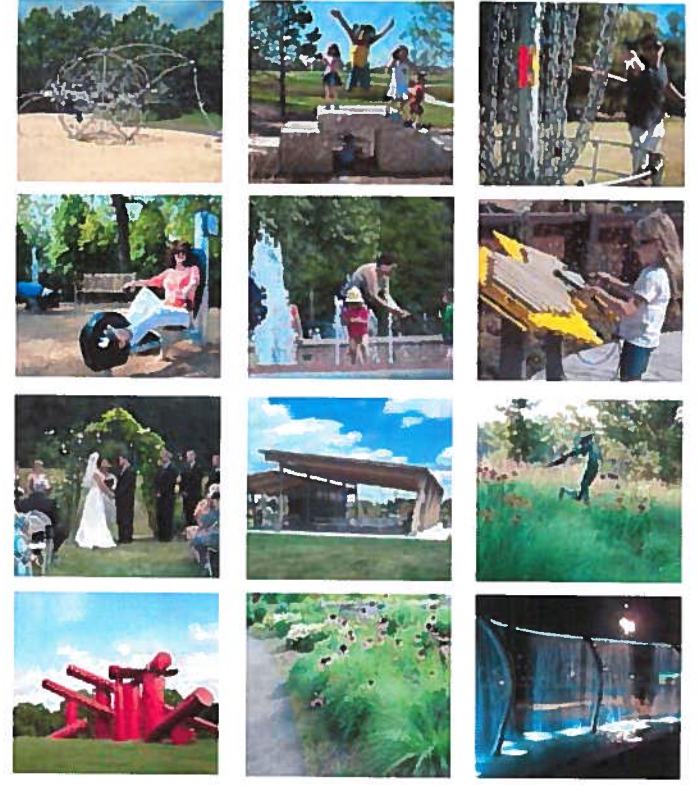
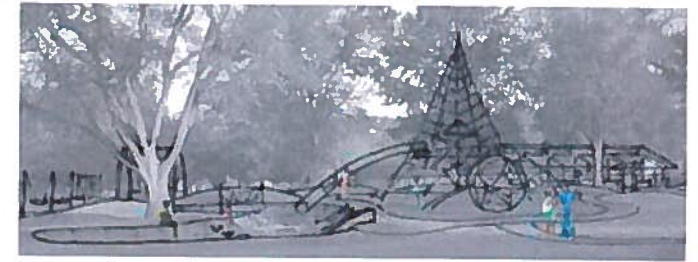
APPENDIX

- 1 – Proposed Site Plan
- 2 – Enlargement of Proposed Site Plan
- 3 – TIF Improvements Illustration
- 4 – Final Master Plan – Preferred Road Alignment
- 5 – North Park Enlargement – Preferred Road Alignment
- Cost Estimate Summary Sheet



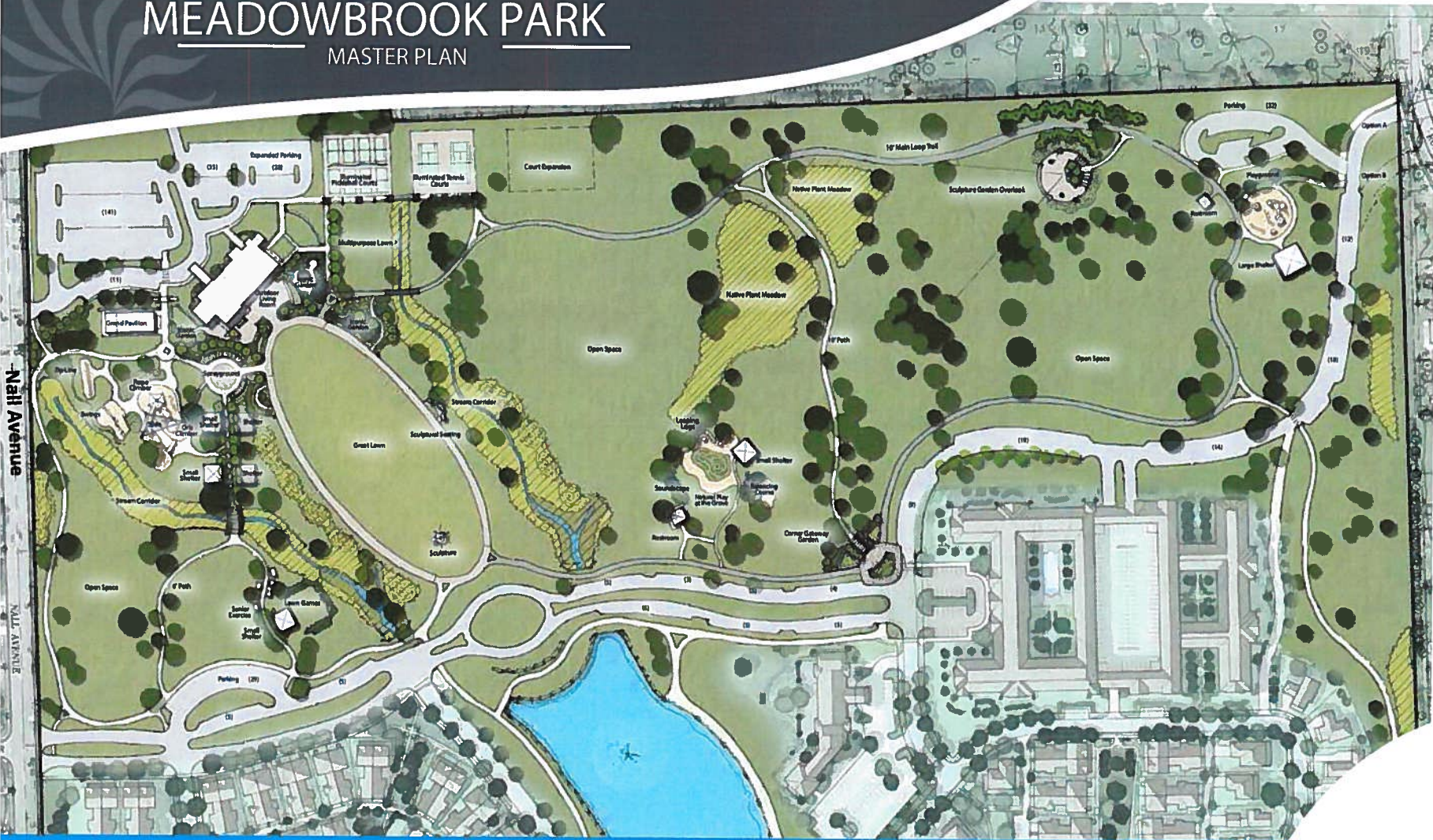
MEADOWBROOK PARK

MASTER PLAN



MEADOWBROOK PARK

MASTER PLAN



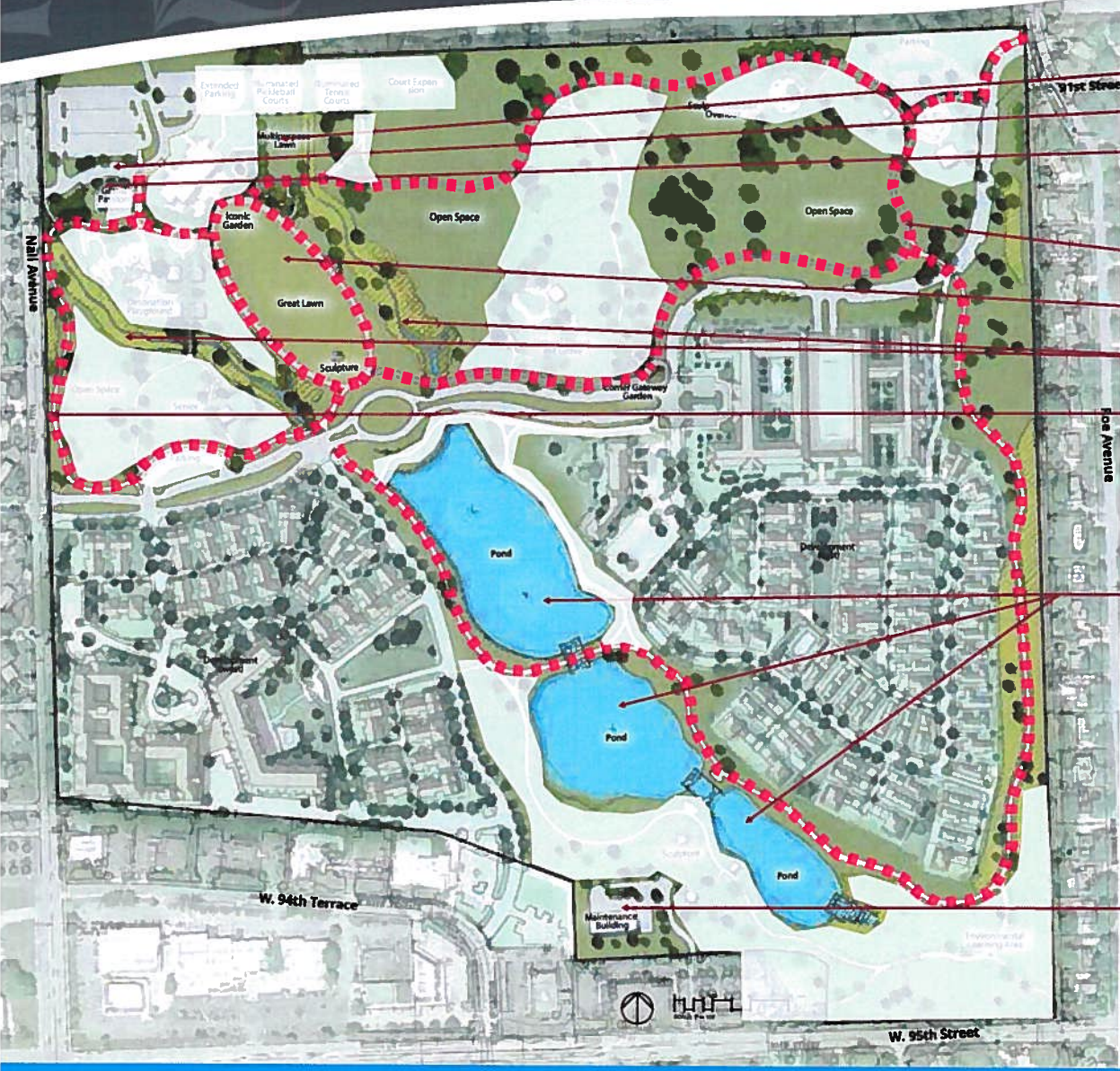
2 | ENLARGEMENT OF PROPOSED SITE PLAN

NOVEMBER 9, 2011



MEADOWBROOK PARK

MASTER PLAN



TIF Improvements

- Multi-purpose lawn
- ADA parking improvements
- Restroom
- Trails: 2.5 miles, 3 Bridges, 10 Benches
- Great Lawn
- Native Plantings and Forbays
- Berms at Nall
- Ponds: Sediment Removal, Earthwork, Grading, waterfall structure, bridge, soft edges
- Maintenance Building: Sanitary, fuel tank, parking lot and entry gate



MEADOWBROOK PARK

MASTER PLAN



Meadowbrook Park

Landworks Studio

COST ESTIMATE SUMMARY SHEET

1/22/2016

Content	Master Plan Sub-total *	Funded by TIF **	Possible CIP Funded Improvements	Proposed Future Improvements (Unfunded)
PRE-CONSTRUCTION	\$ 3,124,824	\$ 907,720	\$ 701,588	\$ 1,515,516
DEMOLITION	\$ 440,190	\$ 408,390	\$ 31,800	\$ -
TRAILS	\$ 1,432,884	\$ 667,720	\$ 411,665	\$ 353,499
PARKING	\$ 404,000	\$ 15,000	\$ 63,800	\$ 325,200
LANDSCAPE & GARDENS	\$ 1,247,150	\$ 138,283	\$ 143,095	\$ 965,772
SPRAY FEATURE	\$ 501,429	\$ -	\$ -	\$ 501,429
NATURAL PLAYGROUND	\$ 332,556	\$ -	\$ -	\$ 332,556
N.E. PLAYGROUND	\$ 388,320	\$ -	\$ -	\$ 388,320
DESTINATION PLAYGROUND	\$ 1,010,380	\$ -	\$ 799,216	\$ 211,165
SENIOR WELLNESS	\$ 65,600	\$ -	\$ 65,600	\$ -
STRUCTURES	\$ 2,110,000	\$ 180,000	\$ 870,000	\$ 1,060,000
BRIDGES	\$ 592,900	\$ 403,700	\$ 149,600	\$ 39,600
SITE FURNISHINGS	\$ 172,400	\$ 30,400	\$ 30,800	\$ 111,200
SIGNAGE	\$ 136,300	\$ 104,200	\$ 27,300	\$ 4,800
COURT RENOVATION	\$ 836,000	\$ -	\$ -	\$ 836,000
UTILITIES	\$ 977,350	\$ 103,250	\$ 49,200	\$ 824,900
STORMWATER - BMP's	\$ 573,750	\$ 90,000	\$ 343,750	\$ 140,000
PONDS	\$ 1,805,544	\$ 1,322,244	\$ -	\$ 483,300
OPEN SPACE	\$ 47,538	\$ 47,538	\$ -	\$ -
MAINTENANCE BUILDING	\$ 109,400	\$ 109,400	\$ -	\$ -
CONTINGENCY	\$ 1,318,369	\$ 362,012	\$ 298,582	\$ 657,774
ACTIVITY BUILDING ***				
PRELIMINARY TOTALS	\$ 17,626,884	\$ 4,889,857	\$ 3,985,995	\$ 8,751,032

* Park developments will be subject to available funding

** Actual funds subject to availability per Park Gift Agreement, Funding Priority Waterfall

*** Activity Building funding/improvements to be determined

MAYOR'S ANNOUNCEMENTS

Tuesday, February 16, 2016

Committee meetings scheduled for the next two weeks:

Environment/Recycle Committee	02/24/2016	5:30 p.m.
VillageFest Committee	02/25/2016	5:30 p.m.
Board of Zoning Appeals	03/01/2016	6:30 p.m.
Planning Commission	03/01/2016	7:00 p.m.
Tree Board	03/02/2016	6:00 p.m.
Council Committee of the Whole	03/07/2016	6:00 p.m.
City Council	03/07/2016	7:30 p.m.

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The Prairie Village Arts Council is pleased to present photography exhibits of Rose Burgweger, Pamela Peters, Gregory Gutenko in the R. G. Endres Gallery during the month of February. .

City Offices will be closed on Monday, February 15th in observance of the Presidents' Day Holiday. Deffenbaugh **does not** celebrate this holiday and **trash services will be as scheduled.**

The 2016 annual Large Item Pick up has been scheduled. Items from homes on 75th Street and north of 75th Street will be collected on Saturday, April 9th. Items from homes south of 75th Street will be collected on Saturday, April 16th.

Public Information meetings on the proposed Design Standards have been set for the following dates:

- Thursday, February 18th at 6:30 in the Council Chambers
- Monday, February 22nd at 6:30 in the Council Chambers
- Wednesday, February 2nd at 6:30 in the Council Chambers

INFORMATIONAL ITEMS
February 16, 2016

1. Council Committee of the Whole Minutes - February 1, 2016
2. Planning Commission Minutes - January 5, 2016
3. Planning Commission Agenda - March 1, 2016
4. Board of Zoning Appeals Agenda - March 1, 2016
5. Jazzfest Committee Minutes - January 7, 2016
6. Prairie Village Arts Council Minutes - January 6, 2016
7. Mark Your Calendar

COUNCIL COMMITTEE OF THE WHOLE
February 1, 2016

The Council Committee of the Whole met on Monday, February 1, 2016 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, 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; Lisa Santa Maria, Finance Director; Mitch Dringman, Building Official; Zach Bauer, Management Intern and Joyce Hagen Mundy, City Clerk. Also present was teen council member Dennis Rice and City Planning Consultant Chris Brewster with Gould Evans.

Solid Waste Management Services Update

Wes Jordan noted that when staff met recently with representatives of Waste Management regarding service related issues they asked if they could address the Council directly. Present this evening are Paul Howe - Vice President District Operations; Kent Harrell - Director of Collection Operations and John Blessing, Community Relations Manager.

Kent Harrell apologized for the service disruptions experienced by Prairie Village residents over the past months. When they acquired Deffenbaugh in March, 2015, they made a commitment to make significant investment in equipment, technology and people. He stated these are not acceptable and called upon Paul Howe to address what is being done to address these challenges.

Mr. Howe noted the perception is that these issues are driven by the acquisition and they are not. Waste Management has made a broad investment in the Deffenbaugh operations. The first area is personnel. Over the past several months, their focus has been on enhancing the workforce. They have improved their compensation package and are paying competitive salaries. To provide the level of service expected by their clients, they needed 85 employees and had 55. There is currently a shortage of CDL drivers nationwide. Soon they will be at 85 employees. They are holding regular job fairs on a monthly basis and from their last job fair hired 19 additional employees.

The second area is equipment. Deffenbaugh had not made a significant investment in equipment since 2008. In 2015, they purchased 150 new trucks of which 75 will be fueled by compressed natural gas. As of this meeting date, forty of them have been deployed and the remaining 35 will be in service by the end of the first quarter. Ninety percent of Waste Management's vehicle fleet will be compressed natural gas units.

The third challenge has been insufficient training of drivers regarding route locations. Mr. Howe noted they service 84,000 clients on a daily basis. In mid-December

computer tablets were placed in their trucks that have a routing map reflecting the route sequence. This also allows them to monitor where the trucks should be and where they have been. They will be able to hold their drivers accountable.

Mr. Howe announced that they will be instituting trial evaluation of curbside glass recycling program in a targeted area of Prairie Village by April, 2016.

Jori Nelson asked about training for their customer service representatives, noting that she had received several complaints from people waiting excessive periods of time and not being able to talk with a person. Mr. Harrell acknowledged that customer service has not done a good job at reaching out to its customers and solving problems. They were receiving 950 calls per day. This number has decreased. They are implementing a phonebook notification system that residents can sign-up for receive messages.

Ruth Hopkins stated this has not been a new issue. Mr. Howe replied that they are working with a call center in Chicago that will be able to accept overload calls and are adding staff to their call center.

Ashley Weaver expressed concern with the inconsistencies in services. Mr. Howe stated that service standards have not changed, but noted with the turnover in staff they need to do a better job of training new personnel.

Ted Odell asked if the glass program will be in partnership with Ripple. Mr. Howe responded the program is still being developed. They will work side by side with Ripple.

Terrence Gallagher expressed several areas of frustration and concern including drivers driving past residences with trash out while the resident is in the yard, noting failing to pick up items that may have fallen out of the container or truck and asking for money for special services. They need to show more respect to residents. Mr. Howe stated that the items shared by Mr. Gallagher are unacceptable.

Ruth Hopkins asked when the city would be receiving the level of service it required by its contract. Mr. Harrell replied in a week.

Ashley Weaver stated the return of trash containers on the sidewalk instead of on the driveway apron creates problems for students walking to school. Mr. Howe noted that the automatic lift should be returning the containers to the same spot.

Eric Mikkelson asked what was the length of time for customers had to wait for their call to be answered. Mr. Harrell replied they strive for 30 seconds.

David Morrison thanked the representatives for being forthright with their comments and acknowledging that Prairie Village residents have not received the level of service they paid for. He asked if they would consider a rebate or reduction if fees to compensate for past service failures. Mr. Harrell replied they are working with staff and under the terms of the contract are paying assessed penalties. Wes Jordan stated the contract allows the city to fine the provider \$30 if a missed service is not picked up within 24 hours. He

noted this is a nominal amount and may need to be addressed as the city moves forward with a new contract. Mr. Morrison repeated his question regarding the payment of a rebate for unsatisfactory service. Mr. Harrell responded that he was uncertain how this could be qualified and implemented.

Council members thanked the representatives for taking the time to answer their questions and provide information on actions being taken to address concerns in the level of service being provided.

Neighborhood Design Standards

Mayor Wassmer stated that since 2010, 65 new homes have been built in Prairie Village with 58 of these homes being teardowns/rebuilds. She understands the need for homes to be renovated; however, it is important that those renovations or new homes not be detrimental to the character of Prairie Village neighborhoods. The teardown/rebuild phenomenon is growing and action needs to be taken to protect our neighborhoods. Current building codes do not adequately regulate rebuilds and the code department has eight pending application for permits.

Wes Jordan stated the purpose of the presentation is to present information and get feedback from the City Council on the revisions to code being proposed. If the Council determines the proposed concepts are acceptable, they will be presented to Prairie Village residents in three public information meetings to gather their input. Then a final document will be drafted and sent to the Planning Commission for a public hearing a recommendation to the Governing Body. It is anticipated that there will be a wide spectrum of public opinion from residents wanting no change to their neighborhoods preserving the current architecture styles to residents who do not want any new standards. The goal is to accommodate new families and modern housing needs while respecting the existing scale and form of neighborhoods. The recommended standards are the result of several meetings involving residents, area builders and architects, planning commission members and city building and planning staff. He acknowledged the assistance of Katie Trenkle and Bruce Wendlandt who were present in the audience. The committee was designed to bring a balance perspective and the resulting document reflects compromise and consensus. Mr. Jordan noted this issue has been designated as a council priority #3 and was also identified as a priority in Village Vision.

Chris Brewster stated the focus of the committee was to look broadly at design guidelines that would work with various types of architectural styles, yet regulate the basic scale and mass of the new structures. They did not want the regulations to become similar to the architectural review board concept. The following neighborhood design characteristics were addressed:

- **Basic Scale and Mass - Heights/Setbacks**
 - Revision to existing zoning height & setback regulations
 - Revision to first floor elevation regulations
 - Revision to second story limits
- **Basic Scale and Mass - Volume/Mass**
 - Limit footprints to 30% maximum
 - Break up larger wall planes

- Address architectural massing elements
- Basic Scale and Mass - Relationship to Streetscape
 - Limit garage location and extent
 - Front entrance features required
 - Façade design - window requirements

Mr. Brewster reviewed the following current zoning regulations for R-1a and R-1b:

- Height - 35' and 2.5 stories
- Lot Coverage - 30% maximum
- Side setbacks - 4' (R-1b); 5' (R-1a)
- Front setback - 30 feet
- Rear setback = 25 feet
- Lot widths - 60' (R-1b); 80' (R-1a)

He showed how the height of structures is currently measured and how this allows for structures to actually exceed 35 feet and still be within code. **Recommendation #1** is a reduction to the height regulation in R-1b Districts from 35 feet to 29 feet and demonstrated the impact this change would have.

The current side setbacks are further impacted by the location of the house on the adjacent lot as it requires 14 feet between structures. So if your neighbor builds at the side yard setback, you would be required to have a 10 foot side yard setback. **Recommendation #2** changes the side setback from a set number of feet to 10% of the lot width per side. This provides for greater flexibility and the structure location is not impacted by the adjacent property. **Recommendation #3** addresses the odd shaped lots in many locations and changes the rear setback from 25 feet to 25% of the depth of the lot, up to a maximum required setback of 35 feet.

Recommendation #4 addresses the current interpretation of a half-story which reads "if less than or equal to 4 feet, it is a half story". This is being reduced from 4 feet to 2 feet.

Mr. Brewster stated that currently new homes must be constructed at or lower than the elevation of the previous structure. To address changes in the International Building Code this is being increased. **Recommendation #5** allows for 6" to 2' foundation building elevation for all new structures with up to an additional 3' with additional setbacks. Although this is an increase, the committee felt the other standards lowering the height will more than offset the change. Mayor Wassmer asked what prevented builders from bringing in top soil to raise the elevation. Mr. Brewster responded the measurement is taken from the predevelopment grade.

To address the construction of a massive blank side wall, two new designed standards are proposed. **Recommendation #6** establishes side yard offsets based on the square footage of the structure. No offsets are required for a structure of 600 square feet or less. For structures between 601 - 800 square feet a 1 foot minimum offset/projection of 25% - 50% of the total width is required. For structures of 801 square feet or more a

four foot minimum offset is required equal to 25% - 50% of the total width. Mr. Brewster showed diagrams and photos of existing homes meeting these requirements.

Recommendation #7 is applicable in District R-1b only and addresses ridgeline and eave line elements and is as follows:

- 1.5 story eave lines must be at between 15 and 21 feet
- 1.5 story façade element ridge line must no higher than 24 feet
- 2-story ridge line must be no higher than 29 feet

Photos of current homes demonstrating these conditions were shown.

Ted Odell expressed concern that these guidelines would constrict development in R-1b. He asked if the 65 new homes constructed in 2015 were reviewed under these guidelines how many of them would have been allowed.

Mr. Jordan responded the biggest complaint received from residents relates to the height of homes and that they don't fit into the neighborhood. The proposed guidelines allow for the construction of a two story home, but the inclusion of these elements would give it the appearance of fitting into the neighborhood. The design standards do not restrict the architectural style of the homes. It is not the city's desire to create an architectural review board process.

Mayor Wassmer responded the builders and architects on the committee stated they could build within these guidelines. She suggested Mr. Odell look at the recent rebuilds surrounding the Prairie Village Shops and noted without any action by the city, those homes could be built in Ward 6.

Eric Mikkelson confirmed the height of structures was being reduced in District R-1b. Mr. Jordan reminded the council that under the current code a house could be constructed in R-1b with a height of 43 feet. Mr. Mikkelson confirmed existing homes would be grandfathered.

Jori Nelson stated there are homes in Ward 1 that tower over the other homes in the neighborhood. Mr. Jordan added the 29 foot height restriction was a compromise among committee members, some felt it should be higher others felt it should be lower.

Terrance Gallagher asked if these guidelines would be required for new builds and rebuilds, not renovations. He noted it would be difficult and costly to be required to meet these when simply adding a bathroom or remodeling. He noted that sometimes the only way to add on is to go up. Chris Brewster replied the committee discussed how this would impact remodels. If adding an additional room that would increase the side mass, the offset would be required. He added that the new design standards have an appeal process in place and the changes to the zoning code could be appealed to the Board of Zoning Appeals. He noted the City of Fairway taken a similar approach to addressing large wall planes.

Recommendation #8 is applicable in District R-1b only and addresses front façade elements:

- 1-story elements
 - 100% at 11' or less from top of foundation
- 1.5 story elements - Dormers
 - 100% at 11' or less from top of foundation
 - Up to 40% at 21' or less from top of foundation
- 1.5 story elements - Gable
 - 60% at 11' or less from top of foundation
 - Up to 40% at 15' or less from top of foundation
 - 100% at 11' or less from top of foundation
- Ridgeline Height
 - The ridgeline of any front facing gable or dormer shall not exceed 24' from the top of the foundation

Building Fenestration

Recommendation #9 requires a minimum percent of openings, such as windows and doors, on building facades. 15% is required on the front; 10% is required on the side and 15% is required on the rear.

Recommendation #10 requires one story front entry features.

Recommendation #11 establishes the following garage limits:

- 45% limit / 24' maximum in R-1b
- No more than 4 feet in front of structure
- 8 foot maximum door height
- 18 feet maximum door width unless broken into 2 doors
- 2 foot minimum offset if 3 bays or more (R-1a)

Chris Brewster stated that one of the primary concerns residents have with rebuilds on their adjacent property is the impact it will have on drainage onto their property. Therefore, the committee is recommending drainage review standards in conjunction with Public Works Drainage permits.

Recommendation #12

All land disturbance activity requires a drainage permit. Additional information may be required as follows:

- Under 200 square feet
 - Drainage permit only
- Over 200 square feet, but less than 30% increase in existing impervious surface
 - Grading plan (25' beyond property; 2' contours (AIMS data acceptable)
- Over 200 square feet and more than 30% increase in existing impervious surface
 - Grading plan (25' beyond property; 1' contour; licensed Engineer or surveyor)
 - Storm water study sealed by licensed KS PE
- Any New Structure
 - Grading plan (25' beyond property, 1' contour, licensed engineer or surveyor)

- Storm water study sealed by licensed KS PE
- Final grading permit certified by licensed surveyor after grading

Mr. Brewster noted this recommendation comes with the strong support of the builders on the committee.

Ted Odell asked of the 65 new homes constructed in 2015 how many of them would not have been allowed under these guidelines. Mitch Dringman replied that he has not reviewed for this purpose, but his initial estimate is a very small percentage

Wes Jordan stated the design guidelines were created to address the glaring complaints that have been received. Some of the guidelines in the proposed Prairie Village Homes Association overlay district were included. Information was received from builders and from the Planning Commission. There may not be a final consensus; however, the guidelines do allow for the construction of a two story home in District R-1b but from the front it will have the appearance of a 1.5 story and be more in character by mass and scale with the existing homes in the neighborhood.

Jori Nelson thanked everyone for their work on this project.

Chris Brewster noted there is one issue that the committee did not discuss which has been suggested to be included and that being the establishment of guidelines for exterior building materials. Some cities do restrict exterior building materials. After the public information meetings are held the committee will reconvene and look at this issue before the final recommendation is presented to the Planning Commission.

Andrew Wang asked if the timeline could be adjusted. He feels the worst thing to do with a project of this significance would be to move too quickly. He asked why the urgency and if there has been any other input on this than the committee. Mayor Wassmer responded that there are 10 pending teardown permits that would be regulated under the existing code. Mr. Jordan added the Prairie Village Homes Association has put their proposed overlay district on hold pending the outcome of these design standards. Mayor Wassmer stated the rush is that residents are demanding action be taken to protect their neighborhoods and their property values. This is not something that the Council should sit on. The committee members involved had extensive experience and expertise in this area. Staff research what other cities were doing. Chris Brewster prepared similar documents for other municipalities.

Terrence Gallagher felt the council needed to stop and think this through. The direction for the standards was determined by the committee and did not come before the city council. There are many areas without active homes associations which need to be considered also and word needs to go out to them in addition to the Prairie Village Homes Association and other associations.

Council President Brooke Morehead noted it was 7:30 p.m. and recessed the meeting until the conclusion of the City Council meeting.

Council President Brooke Morehead reconvened the Council Committee of the Whole at 9:02 p.m.

Sheila Myers asked what was the zoning district for 71st and Mission Road. Mr. Jordan answered R-1a.

Eric Mikkelson expressed concern with moving too quickly on this. He would like to see viewpoints from other homes associations. Would it be possible to overlay these guidelines on the Prairie Village Homes Association and questioned the need for them to cover the entire city. He would like to see as much resident input as possible and questioned how buy-in was going to be measured.

Wes Jordan noted the difficulty for the building staff to administer overlay districts. He does not want his staff to administer multiple building regulations. It is cumbersome to track and requires extra time and coordination by staff. He has received calls from other homes associations in the city asking for guidance and assistance by the city. As a zoning change, the public hearing and engagement must be held before the Planning Commission. The three proposed informational meetings will present the concepts, answer questions and allow for comments.

Ted Odell noted the Prairie Village Homes Association has been studying this for several months. He just received it. He is concerned with how this information will be disseminated to the residents in Ward 6 that do not have active homes associations. Mr. Jordan replied the information will be published in the PV Post, a news blast will be sent out by the city and the information will be posted on the city's website. All active homes associations will be notified.

Jori Nelson stated these concepts were presented earlier to the council. Direction was given to address density and mass of structures. The urgency is because of the continuing rebuilds. Mr. Odell stated he needs time to digest the number of changes presented.

Mayor Wassmer stated that staff is simply asking for the council's approval to present this information and concepts to the public in informational meetings. Are the proposed design standards heading in the right direction to provide the desired oversight on rebuilds.

Dan Runion confirmed that there is a process in place to appeal the proposed regulations and standards. He felt that if the number of appeals became excessive it would be an indication that the design standards needed to be reconsidered. Mr. Brewster added the Planning Commission does not want to hear several appeals either.

Steve Noll asked if the presentation would include exterior building material restrictions/recommendations. Mr. Brewster replied the committee initially felt it did not want to include them as they are difficult to monitor and maintain, new building materials are being developed. There are pros and cons to including them, although some cities

do have them. Mr. Noll stressed this is not an overlay district or an architectural review board. Architectural style is not restricted, only the mass and scale of the structure.

Sheila Myers asked if the committee was composed on individual from all wards. Mr. Jordan responded the committee was composed of two architects from the Prairie Village Homes Association, 3 members of the Planning Commission (2 architects), contractors and builders from both inside and out of Prairie Village. The makeup was designed to get a broad perspective from individuals with both an interest in this area and experience and expertise to address and understand the issues being considered. Mayor Wassmer added these individuals have 20 to 40 years of experience building in the metropolitan area and if they are comfortable that they can successful operate within these guidelines in Prairie Village and that they will not prevent residents from getting the home they want. She is comfortable with the proposed changes.

Eric Mikkelson responded the restrictions on building materials was a non-starter for him as he considers it way over the line of legislative power of the council. He is ok with the proposed setbacks and believes the process has been open, but he needs to have more residential input and feels that council members should attend the open meetings to hear their residents' comments and concerns. He would also like to see the proposed language after the input from the open meeting and before it is presented to the Planning Commission. Mayor Wassmer stated it could be brought back to the city council before it moves on to the Planning Commission. She added the Prairie Village Post has done several articles on teardowns/rebuilds and the response has been overwhelming in support of guidelines to property values. She has heard this message from people in every ward of the city.

Andrew Wang asked how the three meetings would be publicized and promoted. Mr. Jordan stated there would be a meeting with the Prairie Village Homes Association. There would be a meeting south of 79th Street that would address primarily those changes impact the R-1a Zoning District and a meeting north of 79th Street that would address changes to both the R-1a and R-1b districts. The meetings are interchangeable and residents can go to whatever meeting works for them. Mr. Jordan anticipates that if there is any pushback it will be on exterior materials. He noted the recommendations are a compromise. Not all of the builders support all parts of the recommendation.

Staff was directed to hold the proposed public information meetings on the proposed Prairie Village design standards without exterior materials and stressing that these were being presented for public engagement and have not been adopted and that staff return with the final draft prior to submittal for public hearing before the Planning Commission.

COU2016-03 Consider Change to CP046 Reservations of Facilities - Community Center

The Community Center is currently undergoing renovation anticipated to be completed by the end of this month. Prior to its reopening, staff reviewed the current policy and procedures for the reservation of the Community Center. In 2015, there were 307

permits issued for the reservation of the Community Center. The majority of those were for meetings and classes, which is the purpose identified in the council policy.

There were also 53 reservations for parties with 23 of them including an alcohol permit. The reservations for parties where alcohol has been served have resulted in some extra charges for janitorial services and some damage to the center and its furnishings. These parties have also on occasion continued past their reservation ending time.

Staff feels that with the renovation to the facility and new furnishings, this is an appropriate time to reconsider the use of this facility. With its limited size and lack of kitchen facilities, the community center is better suited for meetings and small gatherings than for large parties and receptions. It is the staff's recommendation that the current council policy related to the reservation of the community center be reviewed to 1) prohibit the consumption of alcohol and 2) establish a reservation period of 7 a.m. to 10 p.m. Administrative changes are also being revised to require photo identification for making a reservation. This would provide verification for Dispatch in giving out the key to the community center and provide an address and contact information in case further communication is necessary.

Jori Nelson moved to adopt the proposed revisions to City Council Policy CP046 entitled "Reservation of Facilities" prohibiting the serving and consumption of beer and wine in the community center. The motion was seconded by Steve Noll.

Ted Odell stated he had used the community center for a family celebration with alcohol and felt it was a nice venue. Andrew Wang noted difficulty trying to find a park for a work function that would allow the consumption of alcohol and felt that this should be continued with an increased permit fee. Terrence Gallagher noted several churches in Missouri offer reservation of rooms with alcohol with the applicant signing a waiver and requiring a deposit.

Jori Nelson asked how many people were reserving and if there were times reservations could not be honored and how many were Prairie Village residents. Mrs. Hagen Mundy replied there have been dates requested for reservation that had been already been booked, but there is not an overwhelming desire to rent. She added the reservation fees are not separated by resident and non-resident.

Mayor Wassmer suggested that perhaps alcohol permits could be offered only to residents, the rental fee increased and a large deposit required. Keith Bredehoeft explained the difficulty with the deposit as no one is on-site to verify the condition of the facility, especially with multiple weekend reservations. The accommodations are small with a maximum capacity of less than 50 without full kitchen facilities. In essence, it is a meeting room and not a community center accommodating events and parties.

Ted Odell agreed with the recommendation to make alcohol permits only available to Prairie Village residents, require a deposit and double the fees.

The motion to approve the amended Council Policy was voted on and defeated unanimously.

Staff stated they would bring back a revised proposal at the next meeting for consideration as the renovations will be completed the end of the month and any changes are desired to be made prior to accepting applications.

ADJOURNMENT

With no further action to come before the Council Committee of the Whole, Council President Brooke Morehead adjourned the meeting at 10:00 p.m.

Brooke Morehead
Council President

PLANNING COMMISSION MINUTES
January 5, 2016

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, January 5, 2016 in the Municipal Building Council Chambers at 7700 Mission Road. Chairman Nancy Wallerstein called the meeting to order at 7:00 pm with the following members present: James Breneman, Melissa Brown, Patrick Lenahan, Jonathan Birkel, Gregory Wolf and Jeffrey Valentino.

The following persons were present in their advisory capacity to the Planning Commission: Chris Brewster, City Planning Consultant; PJ Novick, Meadowbrook Planning Consultant; Wes Jordan, Assistant City Administrator; Mitch Dringman, Building Official and Joyce Hagen Mundy, Commission Secretary.

APPROVAL OF MINUTES

Gregory Wolf moved for the approval of the minutes of the Planning Commission for December 1, 2015 as submitted. The motion was seconded by James Breneman and passed unanimously.

Chairman Nancy Wallerstein announced a change in the agenda to consider an application related to the earlier Board of Zoning Appeals meeting.

NON PUBLIC HEARINGS

**PC2016-103 Request for Building Elevation Modification
7044 Cedar**

Chris Brewster stated that the applicant is proposing to increase the first floor elevation of the new home to be 12" higher than the existing home. Section 19.44.030 of the zoning ordinance requires that all new homes be built at the same or lower elevation, or increase the side setback by 5' for each additional 6" of elevation. This provision is an attempt to regulate out of scale homes and to prevent grading up of sites to allow larger out-of-scale homes.

He noted the proposed building has more than doubled the required side setback on the south elevation, so it would be fully compliant with Section 19.440030 and the exceptions built into these provisions. However, the south elevation is between 5' and 7'6" from the side setbacks as approved in the variance request. While it is more than the required 4' side setback with R-1B it does require an additional exception since the additional setback area is not more than 5' for each 6" of elevation.

Mr. Brewster noted the proposed building is smaller than would be allowed by zoning (approximately 28' at its highest point). Additionally, it is reduced in scale closer to the sides where it will relate to adjacent buildings as the building has been reversed. The

front façade of the building includes many single and 1.5 story elements that reduce the scale of this building in relation to the streetscape and surrounding areas.

Therefore, the proposed design more than meets the intent of the building elevation standards in 19.44.030 since it (a) proposes a height significantly below what is allowed by zoning; (b) has additional setbacks on the south side; and (c) uses design elements that break up the massing and reduce the scale of the building.

Depending on where you are on the site, the proposed elevation is 1.5 to 2.5 feet above grade and one foot above the first floor elevation of the current home.

Mrs. Wallerstein confirmed that the current home is on a slab and the proposed home would have a full basement.

Mr. Breneman stated the elevations were not clear on the plan and asked for clarification. Mr. Marten stated the existing elevation is 951.5, the proposed foundation elevation is 962, and the first floor elevation is 963. Mr. Breneman expressed concern with the grade from the garage to the street noting it was more than a 7% slope and questioned if he wanted to raise the house elevation this much. Mr. Marten replied that the first floor elevation for the house is higher than the garage elevation. Mr. Birkel agreed that lowering the requested elevation would result in less of a steep slope for the driveway.

Nancy Wallerstein asked Mr. Brewster if the proposed change was clear, noting the discrepancies stated in the drawings. Mr. Brewster replied that the action being requested from the Commission is the proposed increase from the existing first floor elevation to the proposed first floor elevation. He noted that if the grading figures are not accurate more information may be needed. Mr. Marten replied the figures are correct, but noted the designations in the legend are incorrect. The figures are referencing the first floor elevation and not the foundation elevation. The increase is from 961.5 to 963. Mr. Birkel noted this is 18 inches, not 12 inches as referenced in the staff report.

Chris Brewster clarified that the ordinance allows increases in 6 inch increments up to three feet to be granted by the Planning Commission.

Jeffrey Valentino noted the spirit of the ordinance is the impact on the total height of the new structure and asked if it met the intent of the code. Mr. Brewster replied the application a) proposes a height significantly below what is allowed by zoning; (b) has additional setbacks on the south side; and (c) uses design elements that break up the massing and reduce the scale of the building fully meeting the intent of the regulations.

Jonathan Birkel noted the northeast corner of the property appears to dropoff approximately 30" and with the increased elevation expressed concern with the creation of potential drainage problems for the adjacent property owner. Mr. Martens replied there is no change in grade on the north side and noted that water will be channeled to an underground drain.

Mr. Brewster noted the approval could be conditioned on a drainage study. Mr. Birkel stated there is a 45 degree slope and he would like to see the house dropped a foot and a reduction in the grade for the driveway. Mr. Breneman noted that if the floor elevation was lowered a foot the elevation would still be six inches higher than the existing elevation.

Patrick Lenahan stated he did not feel this could be resolved this evening and that new drawings need to be submitted with clear elevations, clear grades and correct legends in order to determine precisely what is being approved. A clear understanding of the proposed foundation elevation is needed.

Nancy Wallerstein asked if the Commission wanted to request a storm drainage study. Mr. Birkel stated the drainage study is secondary to the grade. Mr. Dringman stated that public works would be reviewing the plans for drainage prior to any permit being issued.

Mr. Birkel moved he would like to see the application continued with the following information resubmitted 1) the proposed elevations in relation to the elevation of the house, the grade from the house on the north and how the grade fits into the driveway.

Chairman Nancy Wallerstein restated the motion to continue this application to the February 2nd meeting of the Planning Commission with the applicant resubmitting a drainage study, revised clear elevations in relation to the elevation of the house with accurate legends and depicting the grade against the house on the north. The motion was seconded by Gregory Wolf and passed 7 to 0.

PUBLIC HEARINGS

**PC2016-01 Request for Renewal of Special Use Permit for DayCare
5311 West 75th Street**

Chris Brewster advised the Commission that a Special Use Permit is required for day cares operating in residential districts. Little Owl's Nest for Knowledge currently has a Special Use Permit and operates at 7501 Belinder. As they need to expand, they submitted an application for their new location 5311 West 75th Street. Since this property is commercially zoned and not residential, a Special Use Permit is not required and no action is needed by the Planning Commission.

- PC2016-02 Request for Rezoning from CP-2 (Planned General Business District) to MXD (Mixed Use District)
5200 West 94th Terrace**
- PC2016-102 Request for Preliminary Redevelopment Plan Approval
5200 West 94th Terrace**
- PC2016-103 Request for Preliminary & Final Plat Approval
5200 West 94th Terrace**

Chairman Nancy Wallerstein stated that due to the relatedness of these applications they would be dealt with by the Commission together.

Melissa Brown recused herself due to a professional conflict of interest as she is employed by the applicants' architectural firm and left the meeting.

Gregory Wolf noted that his law firm represents VanTrust and due to the relatedness of this application to the VanTrust development to the north, he felt it was best to recuse himself as well due to a professional conflict of interest and left the meeting.

PJ Novick noted this property is an approximately 0.71-acre site located at the northeast corner of W. 94th Terrace and Rosewood Drive, east of the intersection of the new street that is proposed to connect to Meadowbrook Park.

The applicant is proposing to reconfigure the parking lot for the existing office building at 5200 West 94th Terrace in response to the planned platting and construction of a public street through his property that will connect Meadowbrook Park to 94th Terrace.—He is further proposing to construct a 3-story tall, 6-unit residential condominium building, with under-building parking, on the subject 0.71-acre site that will be on the east side of this new roadway. The existing office building at 5200 West 94th Terrace is proposed to be platted as Lot 1 (1.29 acres) and the new condo building on the subject site is proposed to be plated as Lot 2 (0.71 acres). The new street lot is approximately 0.21 acres.

In order to obtain the necessary approvals for this project, the applicant is requesting Lot 2 be rezoned from CP-2 (Planned General Business) to MXD (Mixed Use District) and is further requesting approval of a Preliminary Development Plan for Lot 2 to be added as an addendum to the recently approved Preliminary Development Plan for the adjoining Meadowbrook Park Development. Mr. Novick noted MXD zoning is intended to encourage a variety of land uses in closer proximity to one another than would be possible with more conventional zoning districts. It further encourages building configurations that create a distinctive and memorable sense of place. This district allows the flexibility to determine the specific zoning regulations and design standards (such as building setbacks, building design, landscaping requirements, and parking standards) as part of the planning and design of the development. A detailed Preliminary Development Plan (site plan) followed by a Final Development Plan is

required as part of the MXD zoning with the intent being the zoning regulations for the property are established and defined as part of the review and approval of the Preliminary and Final Development Plans.

The applicant is further requesting approval of a Preliminary Plat and a Final Plat to create these two lots, as well as the lot necessary for the new public street right-of-way. Not included as part of this request, the applicant is seeking administrative approval of a minor modification to the site plan for the existing office building on proposed Lot 1 for the parking lot reconfiguration.

Mr. Mark Ledom, 5200 West 94th Terrace, #105, stated he and his partner purchased this property in 1978 at which time it was the Meadowbrook Racket Club, adding that in 1990 the property was converted to an office building.

Van Trust approached them with the need for a south egress from the park to 95th street through their existing parking lot. They agreed to work with them by seeking to replat their property with the lot on the east side being zoned residential to allow them to construct six high-end condominiums. With the intent to maintain consistency and flow with the Meadowbrook development this submittal is being brought in as an addendum to the Van Trust development.

The building has been designed in a prairie style revival architectural design which will allow it to fit compatibly within the context of the surrounding box-like flat roof office buildings. The building location allows it to serve as both a transitional structure from its commercial neighbors and act as a unique landmark gateway structure that adds to the entry sequence for those approaching Meadowbrook Park from the south.

Mr. Ledom reviewed the proposed parking noting that parking for the proposed condominium will be primarily contained in 15 underground basement parking spaces and 14 surface parking lot spaces.

In order to help accommodate the parking required for the existing office building on proposed Lot 1, they will establish a cross parking easement allowing the office building to use all 14 of the surface parking spaces on Lot 2 should they be needed. This proposed condominium meets the City's parking requirement and can accommodate guest parking on the surface lot as residential guest parking typically occurs off-peak (evenings and weekends) from the typical weekday peak office parking demand.

In addition to the 14 spaces from Lot 2, the existing office building on Lot 1 is proposed to have 44 parking spaces plus 34 spaces via a cross parking easement from the Van Trust property to the north for a total of 92 spaces. City code required 1 parking space per 300 sq. ft. of gross floor area.

Mr. Ledom noted that their office building is 100% occupied so they did a traffic count themselves to verify the number of parking spaces currently being used. The highest number of cars parked in the lot was 74 with an average daily rate of 60 cars.

Mr. Ledom stated the three story building will have two condominium units on each floor. Exterior building materials for the condominium building identified in the vision book addendum are: brick, stone, stucco, wood siding, wood shakes, and fiber-cement siding or shakes. A brick or stone base is required for every structure. Synthetic stucco, EIFS, thin brick and cultured stone are prohibited. The general exterior layout and basic combinations of exterior materials is further defined for the condominium building as clear stained cedar siding, earth tone stucco, stone panels, granite panels, patina copper-like material, and board formed concrete.

The building design is Frank Lloyd Wright inspired and will serve as a transition between the pitched roofs of the proposed Meadowbrook Park development and the flat roof architecture that currently surrounds the building. The 'diamond form' proposed on the south façade of the building represents a yet to be designed building logo. The building name will be CAPELLA, the brightest star in the northeastern sky. The proposed building faces northeast and a representative logo will be mounted on the building (south façade) in the approximate location as shown on the elevations. Each of the units includes an expansive terrace offering outdoor living space and providing a visual connection to the pond just north of the building. Terraces are allowed to extend no closer than three feet to the lot line. The North Elevation showed vestibule towers with the one on the right being 17' high and 24 feet deep and the one on the left 17 feet high and 26 feet deep. The maximum building height is 45 feet with architectural elements such as chimneys, spires, cupolas, belfries, towers, rooftop decks, elevator housing and roof access stairwell allowed to exceed maximum height by ten feet.

The landscape plan reflects elements of the landscape theme from Meadowbrook Park as well as the more formal courtyards and gardens that will be found in the proposed neighborhoods to the north. A foundation planting wrapping the front and rear of the building will help define a garden-like edge along the base of the structure. On the north side of the building facing the ponds of Meadowbrook Park, the landscape treatment along the foundation is intended to reflect at the ground plane the horizontal lines of the prairie style architecture on the façade. Mr. Ledom noted that this project will provide more green-space than currently exists. The landscape plan along the entrance is designed both to provide screening and noise reduction from the traffic on Rosewood .

Utility Easement and Plat

Doug Ubben, Phelps Engineering, 1270 N. Winchester, Olathe Ks, 66061 presented the Preliminary and Final Plats noted the two separate lots. There is a utility easement for KCP&L in the northeast corner that will be vacated. The Final Plat identifies an existing 10 ft. wide utility easement (U/E) generally along the north line of the proposed Lot 2 and the condominium building as proposed appears to cross this easement. This will also be vacated.

Mr. Novick noted that the Preliminary Plat should identify all existing and proposed easements, including those to be vacated, as well as the proposed building setbacks. The Preliminary Plat should clearly show the boundaries of the proposed lots, including the street lot, and label them. The Final Plat needs to define the boundaries of the

proposed lots, including the street lot, and show and label the proposed building setback lines.

PJ Novick noted that in compliance with the Planning Commission's Citizens' Participation policy, the applicant held a neighborhood meeting on December 28, 2015. There were no attendees.

Mr. Novick presented the following review of the application in relation to the "golden" factors:

1. The character of the neighborhood.

The existing neighborhood is characterized by the proposed mixed-use Meadowbrook Park development as well as single-family development farther to the east and north and office, retail, and residential uses to the south and west. This proposal can be considered an extension of the Meadowbrook Park development and is intended to be an addendum to the recently approved Preliminary Development Plan.

2. The zoning and uses of property nearby.

The application area is zoned CP-2 and is part of the parking lot for an existing office building. The property to the north and east is zoned MXD and is the recently approved Meadowbrook Park development that includes a mix of residential uses, a hotel, and a county park. The area to the south and west is zoned CP-2 and is developed with office and retail uses.

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

The property is currently part of an office building's parking lot that is planned to be reconfigured to accommodate a new public street. The new street will divide and separate this property from the office building.

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

With six (6) dwelling units, the project will generate little additional traffic. The proposed building can serve as a transition from the existing office and retail development to the south and west to the newly approved Meadowbrook Park development, as this development is mostly a mix of residential uses and county park land.

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

The property is currently part of a parking lot for an existing office building.

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

The property has relatively little value as merely a parking lot. The proposed condominium building will serve a very special housing market by providing higher-end multi-family residential units in a very convenient location. The City is built-out and there is very little opportunity to bring new housing to the market place. This project will not

remove any existing homes or office/retail square footage from the inventory. The hardship on neighboring landowners should be minimal, considering the small scale of this project.

7. City Staff Recommendations.

Staff has reviewed the requested rezoning, the Preliminary Development Plan, the Preliminary Plat, and the Final Plat. Although there are some minor issues that still need to be addressed, it is Staff's opinion that the rezoning, Preliminary Development Plan, Preliminary Plat, and Final Plat meet the intent of the development as recommended in the Village Vision, have little impact to the surrounding properties, and will be a positive asset to the community.

8. Conformance with the Comprehensive Plan.

The Village Vision Strategic Investment Plan, adopted by the City of Prairie Village, Kansas, in 2007 as the City's Comprehensive Plan, specifically identifies the adjoining Meadowbrook Country Club (now known as Meadowbrook Park) as a potential site for redevelopment. The Plan recommends development of a planned neighborhood with open space and higher density. Recently, the City approved the rezoning of the Meadowbrook site and a Preliminary Development Plan that includes a mix of residential uses, a hotel, and a county park. This project is intended as an addendum or addition to this plan.

Mr. Novick recommended that if the Planning Commission finds favorably on the findings of fact, it is recommended that it be subject to the following conditions:

1. The applicant updating the architectural detail in the Vision Book Addendum to address staff's comments.
2. The applicant providing with the Final Development Plan, detailed plans for all trash enclosures and HVAC/building mechanical equipment screening to ensure that all trash dumpsters, recycling bins, HVAC and building mechanical equipment, etc., is fully screened from view. All screening shall be designed and constructed of materials that are durable and consistent and compatible with the building architecture.
3. The applicant having the 10 ft. wide existing utility easement on the north end of Lot 2 vacated prior to obtaining any permit for construction.
4. The applicant providing an updated Preliminary and Final Plat that clearly defines the boundaries of the proposed lots including the street lot, label all existing and proposed easements including the utility easement to be vacated, and label the proposed building setback lines.
5. Prior to obtaining any permit for construction, the applicant shall submit a Final Development Plan for review and approval by the Planning Commission.

6. Approval is contingent upon approval of the Final Development Plan. If the Final Development Plan is not approved by the City, the approval of this Rezoning, Preliminary Development Plan and Preliminary and Final Plat will be null and void.
7. Execution of the cross parking agreements be presented with the final development plan.

Mr. Novick noted that he is uncomfortable with the proposed location of the trash dumpster near the roadway and asked the Commission to review this item in particular. He would like to see them moved back to the existing location at the east end of the parking lot. Two parking spaces can then be placed where the plan currently shows the dumpster thereby not effecting the parking count.

Jeffrey Valentino asked for clarification on the need to change the zoning to a MXD district. Mr. Novick responded the existing zoning requires established setbacks that would restrict the development of this project. The MXD would allow for the necessary reduced setback and the proposed architectural style and the higher elevation of the building. Staff feels it makes sense to go with the MXD zoning for this final puzzle piece of the overall Meadowbrook project allowing for the unique development of this site.

Nancy Wallerstein confirmed that basically the application is extending the adjacent MXD zoning into lot 2 only and that the other lot remains CP-2. This area abuts the park on the north and east and the commercial area on the south and west.

Mrs. Wallerstein noted the first item for consideration by the Commission will be the requested rezoning from CP-2 to MXD, then the Commission will consider the preliminary development plan for the area being rezoned and then the Preliminary Plat and Final Plat. Each action will require a separate motion. The staff recommended conditions of approval would apply to the action on the preliminary development plan.

Chairman Nancy Wallerstein opened the public hearing on PC2016-02 requested rezoning of 5200 West 94th Terrace from CP-2 (Planned General Business District) to MXD (Mixed Use District). With no one present to address the Commission, the public hearing was closed at 8:20 p.m.

James Breneman asked for clarification on the staff report reference to a minor modification needed for the site plan. Mr. Novick responded the minor modification referenced is a change to the parking lot for the existing office structure. The parking area is being handled by an administrative staff review. Mr. Breneman asked how the number of needed parking spaces is available for use by the office building. The applicant stated that their parking counts reflected the need for 74 office parking spaces and the plan only has 44. He acknowledged the construction of a parking area to the north, but asked when that would be constructed and if the parking spaces on the east would be available during construction.

Justin Duff with Van Trust, 4900 Main Street, Suite 400, Kansas City, MO, 64112 replied that those details are yet to be worked out with 20/20 LLC. The timing of construction

has not been determined. Mr. Breneman responded that the parking lot needs to be constructed right away to accommodate the needed parking.

Mark Ledom responded that as owner of the office building he understands the need for the parking area to be constructed and does not have a problem with a condition that a building permit for the condominiums not be issued until the roadway and north parking lot has been constructed. This would leave the existing parking spaces where the condominiums are to be constructed available for parking. He added that in the past they have rented up to 80 of their parking spaces for use by the shopping center to the south and will have an agreement with them to provide overflow parking spaces if needed.

Mr. Breneman requested that this be added as a condition. Mrs. Wallerstein stated Condition #9 would be Overflow parking of 34 spaces be available before the issuance of a building permit for construction of the condominiums.

Jonathan Birkel asked in the cross easement agreement who would be responsible for the maintenance of the parking area, the office building or the condos? Mark Ledom responded that there will actually be two cross easement agreements. The first between 20/20 LLC and Van Trust for the parking lot to the north and a second between 20/20 LLC (owners of the office building) and currently 20/20 LLC but eventually becoming the Homeowners Association for the condominiums stating that the owners of Lot 1 will be responsible for the maintenance and upkeep of the parking area and 14 spaces. This will be reflected in a deed restriction filed with the county. Van Trust will be responsible for the maintenance and upkeep of the 34 spaces in the parking area to the north. Mr. Ledom added the six condominium units will have 15 underground parking spaces available so the 14 onsite parking spaces will be overflow spaces for the office building and the Homes Association will become the owner of Lot 2.

Mr. Ledom stated they would prefer to have the trash dumpster on Lot 1. Staff is not comfortable with the proposed location because of the location being near the entrance to the park and the Meadowbrook development. He noted that 6 condos do not need an individual dumpster. There will be a trash collection area in the basement and the trash would be placed out for pick-up.

They would like to move the dumpster to the other side of the parking spaces adjacent to the US Bank dumpster and surrounded by three walls and evergreens.. This would be closer and easier for owners of Lot 2 and not obtrusive to condo owners as they enter their property.

Mr. Breneman expressed concern with the accessibility of the proposed location for the trash trucks requiring a 180 degree turn. Other possible locations were discussed.

Jonathan Birkel asked why the dumpster was moved from the office building to the proposed site. Mr. Lenahan noted the proposed location will require individuals to cross Rosewood to take their trash to the dumpster. It doesn't make sense.

Mr. Novick noted the previous location was closer to Rosewood and visible to individuals coming into the development. Mr. Lenahan stated it can be screened as required. Mr. Birkel suggested another location. Jeffrey Valentino suggested another possible location. Commission members discussed several possible locations and their impact and agreed that the dumpster location makes more sense in Lot 1 and should not be located in Lot 2.

Mr. Ledom noted the office building trash accumulation is usually two to three bags per day which is taken by the custodial service in their trucks to the dumpster after 9 p.m. in the evening. There is not a problem with taking the trash across the street to Lot 2.

Mr. Novick noted that since Lot 1 is not in the rezoned area, the condition could be added that the trash dumpster is located in Lot 1 and the applicant could work with staff to find an acceptable location. Mr. Novick noted that this would be in a commercial zoning district having different regulations while located on Lot 2 in the MXD zoning the commission could require additional conditions relative to the location and screening of the dumpster.

Patrick Lenahan asked Mr. Ledom if it was not necessary to provide for the office building trash, what would they do on Lot 2. Mr. Ledom replied there would be no trash dumpster collection on Lot 2. He stated that they would place the dumpster on either lot wherever the Commission desired and landscape it appropriately. He does not want it where Mr. Novick has suggested but does not want this issue to delay the process for approval of this application.

Patrick Lenahan noted that from a good planning perspective he feels that Lot 1 should handle its own trash and Lot 2 handles its own trash. Mr. Ledom agreed. Mr. Novick felt that there would be setback issues for the location of the trash dumpster on Lot 1. Mr. Breneman state he does not have a problem with the dumpster located on Lot 2.

Mr. Novick noted this corner will have an entrance sign for the development and due to this the incorporation of the dumpster appears problematic but perhaps with additional landscaping this could be addressed on the final development plan. Commissioners discussed options including incorporating the sign into the dumpster screening wall. Mr. Duff with Van Trust reviewed the location and noted that it is already heavily landscaped. It was noted this sign is not a private sign, but the Johnson County Park & Recreation sign.

Nancy Wallerstein asked if there was a consensus noting several different conditions having been recommended. Discussion continued. Mrs. Wallerstein stated that this a major project and significant time has been spent on the location of a trash dumpster. It appears clear that this is not going to be resolved this evening, but it is time for the Commission to move on.

Patrick Lenahan noted the applicant stated initially that they wanted to put the dumpster on Lot 1, but the Planning Staff has driven them to this other bizarre solution, but if the applicant ultimately wants to move this along and is willing to go with the staff solution it

is fine with him although he felt it was an operationally ridiculous solution, but if they accept it that is what is voted on this evening. Mrs. Wallerstein does not want to see a trash dumpster set this project back. PJ Novick stated that the proposed location with additional landscaping this is set back much further from Rosewood than any possible location on Lot 1 where it will be much more of an eyesore.

Jeffrey Valentino stated he felt the far greater issue was why this was being made more complicated by rezoning the property to MXD. He is still unclear as to why this is necessary. He does not feel the architectural style coordinates well with the MXD and does not see a reason for this to be rezoned.

Justin Duff of Van Trust replied the MXD speaks to the height of this building which is not allowed in RP4 and the setbacks that are required by the constraints of this lot size. These are the two large issues for doing the MXD in addition to the other variances that would be required under standard zoning. Mr. Valentino asked how much of a variance would be required for these two items, what is the additional height needed and what would be the setback encroachment. The height limitation under RP-4 is 35 feet for this 45foot tall building.

Wes Jordan added the consistency of this project to the adjacent redevelopment of the Meadowbrook property was one of the primary issues for the recommendation of the MXD zoning which both the Commission and Council are familiar with from the recent Meadowbrook application. Mr. Novick stated that he did not feel it would be appropriate for a project with the magnitude of variances required to be handled through the Board of Zoning Appeals process. He is not confident that the project could meet the criteria required for the granting of a variance. This is a good infill transitional project for this location.

Jeff Valentino asked if the proposed architecture does coordinate with the MXD zoning. Mr. Breneman stated he does not have any problem with the MXD zoning and feels it is the appropriate way to proceed. However, he does have issues with the design of the buildings with flat roofs. Jonathan Birkel replied that the MXD zoning allows for architectural options that vary from the typical architecture and supports the proposed project. Mr. Lenahan feels that the building design is fine; however, he noted a complete lack of sidewalks connecting anywhere on the plan. Justin Duff and the applicant reviewed the existing sidewalks on Lot 1 noting their connection to the north. They agreed there should be connectivity to the trail and park. Mr. Lenahan questioned the lack of any connectivity from the proposed residences. Mr. Breneman noted an existing sidewalk that connects to 95th Street and suggested how this be connected.

Mr. Novick noted a condition could be added requiring sidewalks on Lot 2 to connect with the surrounding park and development.

Nancy Wallerstein expressed concern with all the proposed cedar wood on the project and how this would be maintained. Mr. Ledom replied this tongue and groove cedar siding will come from the mill pretreated and stained on all six sides providing for much longer longevity. They have stained cedar siding on the office building for the past 10

years which requires spraying with a stain every five years. He stated that cedar will last far longer than 90% of other products on the market. Mr. Birkel suggested the cedar be lap-sided (horizontal) rather than vertical as water can get behind vertical cedar. He stated that he is comfortable with the cedar but is concerned with the copper and rain water turning the siding black. Mr. Ledom replied that it is not true copper and will not have the issue of staining the siding.

Mr. Birkel questioned the ADA accessibility of the building. Mr. Ledom stated that there is accessibility parking and access through the garage. The building is secured and will need to call in for access.

Nancy Wallerstein questioned the sufficiency of only one handicapped parking space. Matt Schlicht with Engineering Solutions, 50 S.E. 30th Street, Lee's Summit, Missouri 64082 responded that only one space is required by code. Mr. Schlicht also reviewed the multiple numbers of variances that would be required under standard residential zoning.

Jonathan Birkel confirmed that the only handicapped access available was through the underground garage with the elevator. Mr. Novick noted that additional handicapped spaces could be added as a condition. Mitch Dringman confirmed that the plan meets the ICBO regulations with the underground entrance. Mr. Birkel was concerned that this new building is not handicap accessible as there is no ramp access to this building. Mr. Ledom noted that a guest needing access could be allowed in through security from the garage. He added that the building was being built with handicapped accessibility.

James Breneman noted the final plat shows an easement on the north being vacated and noted there are also easements on the south and east and asked if those would be vacated. Matt Schlicht stated the easement on the south side will not be vacated but the others will be vacated on the final plat. Mr. Novick noted that a condition could be added that vacation of easement be reflected on the final plat. Mr. Breneman noted that several items were not reflected on the preliminary plat. Mr. Novick noted that these items would be shown on the final development plan that there is sufficient information on the preliminary plat for approval. He noted the final plat is a legal document showing ownership and easements and will not show many of the items questioned by Mr. Breneman but are shown on the preliminary development plan.

Chairman Nancy Wallerstein confirmed the following conditions of approval added by the Commission:

7. Execution of the cross parking agreements be presented with the final development plan.
8. The future parking to the north of Lot 1 shall be completed and ready for use prior to any construction on Lot 2.

Several options were discussed for the condition regarding the location of the trash dumpster, including that it be approved at the location as shown on the revised plan;

however, if it is determined not to be necessary it is not required. Mr. Novick felt the suggested condition would work.

Mrs. Wallerstein asked Mr. Novick to go back to the recommendation for the trash enclosure. Mr. Novick suggested that the Commission separate the sidewalk condition and the trash dumpster condition and require that further details shall be provided on the final development plan for the project entry sign and sidewalk connection to the park and development.

Mrs. Wallerstein asked for a specific recommendation on the trash enclosure, at one point it was recommended that Lot 1 and Lot 2 handle their own trash, or whether they come back after further review with staff to show the actual location. Mr. Lenahan restated his recommendation was that the Commission accept the revised location of the trash enclosure but that if it is determined that a dumpster is not needed it is not required because trash can be handled on Lot 1. Mr. Novick feels that further investigation of placement on Lot 1 needs to take place. Once the final location is determined the Final Development Plan can reflect these changes.

Mrs. Wallerstein restated the suggested condition as follows: The applicant can construct the trash enclosure where it is proposed on the revised plan, but that after further review and investigation with staff they explain why that is the best location. She noted that a location on Lot 1 is not part of the MXD and would not be reviewed by the Commission.

Wes Jordan suggested that the recommendation simply be that the applicant work with staff to determine the best placement of the trash enclosure. That will give the best flexibility noting that staff understands what the Commission desires. Commission members questioned if this included the approval of the revised location. Mr. Jordan confirmed that his recommendation was only to work with staff to determine the best location with that being reflected on the final development plan.

9. The applicant work with staff on the determination of the best location for the trash enclosure with that to be reflected on the final development plan.

Mrs. Wallerstein noted the condition of a sidewalk to connect to trail remains. Mr. Ledom expressed concern with stating that the sidewalk connect to the trail (in the park) as they will not be building the trail and do not have control over when it will be built.

PJ Novick proposed the following language: A pedestrian connection shall be provided to both Rosewood and park development. Mr. Ledom asked if they were discussing a sidewalk similar to what is on the west side of Rosewood also on the east side of Rosewood Several sidewalk connections were discussed and reviewed by the Commission and the applicant. Chairman Nancy Wallerstein recommended a general statement of condition that there be connection from the development to the rest of the neighborhood that will be shown on the final development plan

10. A pedestrian connection shall be provided to Rosewood and the Park Development.

**PC2016-02 Request for Rezoning from CP-2 (Planned General Business District) to MXD (Mixed Use District)
5200 West 94th Terrace**

James Breneman moved the Planning Commission recommend the Governing Body approve the rezoning from CP-2 (Planned General Business District) to MXD (Mixed Use District) for 5200 West 94th Terrace. The motion was seconded by Jeffrey Valentino and passed by a vote of 5 to 0 (Commissioners Brown & Wolf recusing themselves due to a professional conflict of interest.)

**PC2016-102 Request for Preliminary Redevelopment Plan Approval
5200 West 94th Terrace**

Patrick Lenahan moved the Planning Commission approve PC2016-102 the preliminary development plan for 5200 West 94th Terrace subject to the following conditions:

1. The applicant updating the architectural detail in the Vision Book Addendum to address staff's comments.
2. The applicant providing with the Final Development Plan, detailed plans for all trash enclosures and HVAC/building mechanical equipment screening to ensure that all trash dumpsters, recycling bins, HVAC and building mechanical equipment, etc., is fully screened from view. All screening shall be designed and constructed of materials that are durable and consistent and compatible with the building architecture.
3. The applicant having the 10 ft. wide existing utility easement on the north end of Lot 2 vacated prior to obtaining any permit for construction.
4. The applicant providing an updated Preliminary and Final Plat that clearly defines the boundaries of the proposed lots including the street lot, label all existing and proposed easements including the utility easement to be vacated, and label the proposed building setback lines.
5. Prior to obtaining any permit for construction, the applicant shall submit a Final Development Plan for review and approval by the Planning Commission.
6. Approval is contingent upon approval of the Final Development Plan. If the Final Development Plan is not approved by the City, the approval of this Rezoning, Preliminary Development Plan and Preliminary and Final Plat will be null and void.
7. Execution of the cross parking agreements be presented with the final development plan.
8. The future parking to the north of Lot 1 shall be completed and ready for use prior to any construction on Lot 2.

9. The applicant work with staff on the determination of the best location for the trash enclosure with that to be reflected on the final development plan.

10. A pedestrian connection shall be provided to Rosewood and the Park Development.

The motion was seconded by Jonathan Birkel and passed by a vote of 5 to 0 (Commissioners Brown & Wolf recusing themselves due to a professional conflict of interest.)

**PC2016-103 Request for Preliminary & Final Plat Approval
5200 West 94th Terrace**

Jeffrey Valentino moved the Planning Commission approve the preliminary and final plat of Meadowbrook 2020 forwarding the final plat to the Governing Body for the acceptance of easements and rights-of-way. The motion was seconded by James Breneman and passed by a vote of 5 to 0 (Commissioners Brown & Wolf recusing themselves due to a professional conflict of interest.)

OTHER BUSINESS

Building Official Mitch Dringman advised that there has been an appeal to the Countryside East Overlay District. The appeals process established by the code includes a review board consisting of two homes association board members and a planning commission member. Jonathan Birkel volunteered to serve as the planning commission member to hear the appeal. Mr. Dringman will notify him of the established date and time for the hearing,

NEXT MEETING

The planning commission secretary noted the February agenda currently includes the continued Building Height Elevation and the Final Plat for Mission Chateau. Wes Jordan advised the Commission that 7501 Mission Road will be on the March agenda and provided a brief update on the status of the overlay district revisions.

ADJOURNMENT

With no further business to come before the Commission, Chairman Nancy Wallerstein adjourned the meeting at 10:05 p.m.

Nancy Wallerstein
Chairman

PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
TUESDAY, MARCH 1, 2016
7700 MISSION ROAD
7:00 P.M.

I. ROLL CALL

II. APPROVAL OF PC MINUTES - FEBRUARY 2, 2016

III. PUBLIC HEARINGS

IV. NON-PUBLIC HEARINGS

PC2016-104 Request for Building Line Modification
8830 Catalina
Current Zoning: R-1a
Applicant: Mark Denning

PC2016-105 Request for Building Height Elevation
6708 Fontana
Current Zoning: R-1a
Applicant: Jim Lambie

PC2016-104 Request for Building Line Modification
8304 Cedar Drive
Current Zoning: R-1a
Applicant: Sharon Sigman

PC2015-08 Request for Final Development Plan - Mission Chateau
8500 Mission Road
Current Zoning: R-1a
Applicant: MVS, LLC

PC2015-110 Request for Preliminary & Final Plat Approval - Mission Chateau
8300 Mission Road
Current Zoning: R-1a
Applicant: MVS, LLC

PC2016-107 Request for Building Height Elevation
2702 West 71st Terrace
Current Zoning: R-1a
Applicant: James Engle

V. OTHER BUSINESS

VI. ADJOURNMENT

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

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

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
AGENDA
March 1, 2016
6:30 P.M.**

I. ROLL CALL

II. APPROVAL OF MINUTES - January 5, 2016

III. ACTION ITEM

**BZA2016-02 Request for a Variance from PVMC 19.08.030 to encroach the rear yard setback by approximately 7 feet
7708 Booth
Zoning: R-1b Single Family Residential District
Applicant: Jonathan Jennings**

**BZA2016-03 Request for an Exception to PVMC 19.44.035 to increase lot coverage from 20% to 30.97% for the construction of a deck
2904 West 71st Street
Zoning: R-1a Single Family Residential District
Applicant: Robert Gibbons**

IV. OTHER BUSINESS

V. OLD BUSINESS

VI. ADJOURNMENT

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

JazzFest Committee Minutes January 7, 2016

Present: JD Kinney, Serena Schermoly, Lee Duong, John Wilinski, Dave Hassett, Jane Andrews, Dan Andersen, Brooke Morehead, Kyle Kristofer, Meghan Buum, Larry Kopitnik and Brian Peters.

Lee Young was introduced and the process for becoming a committee member was discussed. Joyce will get the necessary paperwork to Lee. The minutes of the November 11, 2015 meeting were approved with the addition of Dave Hassett to the list of those attending.

Budget

JD reported that he is in the process of compiling the 2016 budget. It was noted that the committee is starting the year with approximately \$18,000 in the account plus an additional \$10,000 budgeted by the City vs. \$8,000 in the account at the beginning of last year. This will give us the ability to sign contracts earlier. Probably returning expenditures will be the Jazz in the Woods ad, wine purchase from Jazz in the Woods, Pitch Ad, Kansas Public Radio and PV Post. Discussion was held on the need for a large stage vs. the additional cost it incurs. JD will use historical figures to estimate other operational costs. Brooke Morehead stated she would like to see a video board used at the festival.

Food & Beverage

Dave Hassett reviewed the process for using a temporary liquor permit. The permit costs \$25. He noted alcohol would need to be purchased from a licensed Kansas dealer. Mary Rimann could serve as the committee's go-through person. It was questioned whether Crawford qualifies as a Kansas Retailer or distributor. There is a 10% liquor drink tax. Questions were asked if that would have to be paid.

Dave will reach out to vendors/food trucks in the next 30 days. He is looking at modifying the contract to include a flat fee for food vendors rather than a percentage. Food options for backstage and artists need to be investigated. Will they be different from the VIP/Volunteer food options?

Talent

Things are proceeding on Marilyn Maye and potentially on Doc Severson. Jane met with Alex Toepfer at Shawnee Mission East regarding possible artists. The question was raised if the cost of a "huge/Well Known" artist is worth the small increase in ticket sales. Alex and Jane are looking at having a diverse group of artists. Among those mentioned for consideration were Sons of Brasil, Metropolitan Community College directed by John Stafford, Chris Hazelton & the Boogaloo 7, Carey Marsh (Jazz vocalist) arranges for Ben Folds, Dan Thomas at the KC Conservatory (Big Band), the Elder Statesman, Herman Mahari. Need to establish a talent budget figure.

The meeting was adjourned at 6:45 p.m.

Next Meeting

The next meeting will be Tuesday, February 9th at 5:30 p.m.

Prairie Village Arts Council
Wednesday, January 6, 2016
5:30 pm
Prairie Village City Hall - 7700 Mission Road
Multi-Purpose Room

Meeting Minutes

The Prairie Village Arts Council met at 5:30 p.m. in the Multi-Purpose Room. Members present: Dan Andersen (chair), Serena Schermoly (vice chair), Shelly Trewolla, Julie Flanagan, Betsy Holliday, Melissa Brown, Wayne Wilkes, Julie Flanagan, Art Weeks, Stephen LeCerf, and Ana Calomino (Student Representative). Also present was Wes Jordan (Assistant City Administrator) and Sheila Myers (Council Liaison).

Minutes - were approved as presented.

Financial Report - Wes Jordan presented a report (attached) detailing the available funds through the PV Foundation and the line items as approved in the Prairie Village Budget. The following attached balances will need to be changed to accurately account for the Gallery Painting that was completed in 2015.....\$2000.00 will need to be transferred from the *RG Endres Gallery* to the *Municipal Arts* account. However, the overall "total" of \$33,833.50 is correct.

RG Endres Gallery:	\$8,701.76 [reduce to 6,701.76]
Municipal Arts:	\$23,277.44 [increase to 25,277.44]
Art Sales	<u>\$1,854.30</u>
Total:	\$33,833.50

*Note – Art Sales for 2015 (\$1,854.30) are pending transfer.

Council Report – No report

Exhibits/Receptions

- January 8th - Julia Forrest, Joe Bussell, and Hill Brin (Dan)
- February 12th - Rose Burgweger, Pamela Peters, and Gregory Gutenko (Serena)
- March 11th - Pat Jessee and Roberta Leaverton (Shelly)

New Business

Curator Duties - Dan Andersen spoke to the Arts Council about the need for increased involvement & ownership at monthly receptions/exhibits by members of the committee. He suggested members' involvement could be increased by volunteering on a rotational basis as a "curator" for each showing. Kathy Rand, Staff Assistant, presented a report (attached) and reviewed all the responsibilities of a curator in relation to staff responsibilities. Committee members discussed this approach and agreed to Dan's

suggestion of moving to this format beginning with the January reception. The names of curators for each event will be documented in agenda/meeting minutes. Each curator will have an amount not to exceed \$300.00 to spend for each exhibit.

2016 Budget - Dan Andersen reminded the Arts Council that for fiscal year 2016 all expenses would be through the PV Foundation due to the amount of account balances and the City determining a supplement funding source was not needed based on the availability of those funds. He presented a draft budget that reflected projected revenues and anticipated expenses. Wes Jordan also reported to the Council that the Mayor/Staff had reviewed the budget proposal and concerns were expressed over the increase in expenditures in new programs (primarily the \$6,000 cost for Future of the Arts) compared to overall program costs in 2015. The members reviewed each line item and also adjusted projected revenue to reduce the cost of the Future of the Arts and also State of the Arts. Wes also discussed the process for budget approval within the PV Foundation was still being reviewed and was confident a determination would be made as soon as possible. Councilwoman Myers also asked questions about projected revenues versus anticipated expenses. The Committee made several amendments to the budget draft and asked Wes to make the following draft changes:

Description	Projected Revenue	Expenses
Donations	2000	
State of Arts - Entry Fee	4000	
State of Arts Event		4000
State of Arts - Awards	3500	3500
Future of Arts - Entry Fees	500	
Future of Arts Event		1000
Future of Arts - Awards	2560	2560
Art Sales	5000	3500
Grants		3000
Café Software		1300
Bumper Stickers	375	300
Logos		300
T-Shirt Sales	375	
Brick Sales	525	200
Marketing		3500
Jazz Fest Booth		600
Pay Pal Fees		20
Misc Expenses		500
Interest Income	25	
Monthly Receptions (10)		3000
PV Art Fair		2300
Total	\$18,860	\$29,580

*Beginning Account Balance as of January 6, 2016 - \$33,833.50

*Projected Ending Balance For 2016 - \$23,113.50 (Balance + Projected Revenue - Expenses = Total).....

*2016 Revenue versus Expenses - (-\$10,730)

Bumper Stickers - The Council agreed to purchase bumper stickers in an amount not to exceed \$300.00.

Logo Stickers - The Council agreed to purchase logo stickers in an amount not to exceed \$300.00.

PV Post Advertising - The Council discussed briefly the potential marketing benefits of increasing advertising through the PV Post. This strategy will continue to be explored during future meetings.

Sponsorship levels/Arts Council Funding - Tabled.

Future Meeting Dates - The Council discussed the need for additional meetings in order to handle business items and plan for scheduled events. Wes advised the committee could meet as frequently as needed without staff support as long as the date was advertised and minutes were taken, otherwise the Mayor would need to authorize additional staff time. The Council decided to schedule the next meeting for February 10th at 5:30 pm.

Fundraising - The Council discussed the need for a person to chair fundraising efforts and Stephen LeCerf agreed to lead those efforts.

Old Business

Future of the Arts/Updates & Assignments - Julie Flanagan discussed the progress of preparing for the Future of the Arts, a juried exhibition of fine arts through the artistic talents of the children of the Prairie Village Community. Julie also reviewed what next steps the Council needed to focus on in preparation for the event. Serena Schermoly informed the Council she had delivered flyers to the Shawnee Mission and had been receiving calls from interested teachers from schools outside of Prairie Village. The Council decided to expand the area of eligibility to all schools in the Shawnee Mission School district.

Art Inventory/Subcommittee Formation - Dan Andersen spoke about the inventory of City Art and the need to form a subcommittee to explore what would be best to do with city-owned art that is currently being stored. The Council agreed that Shelly Trewolla would lead a subcommittee to review this issue.

November/December Reception Critique - The Council briefly reviewed the Chun Wang (November) and Peter Smokorowski (December) exhibits, and talked about how future exhibits should be managed by assigned curator(s).

Adjournment - The meeting was adjourned at 9:00 p.m.

**Council Members
Mark Your Calendars
February 16, 2016**

February 2016	Rose Burgweger, Pamela Peters, Gregory Gutenko exhibit in the R.G. Endres Gallery
February 16	City Council Meeting
February 18	Public Information Meeting on proposed Design Standards 6:30 p.m.
February 22	Public Information Meeting on proposed Design Standards 6:30 p.m.
March 2016	Pat Jessee and Roberta Leaverton exhibit in the R.G. Endres Gallery
March 2	Public Information Meeting on proposed Design Standards 6:30 p.m.
March 5-9	National League of Cities Conference in Washington, DC
March 7	City Council Meeting
March 11	Artist reception in the R. G. Endres Gallery 6:30 - 8:00 p.m.
March 21	City Council Meeting
April 2016	Future of the Arts exhibit in the R.G. Endres Gallery
April 4	City Council Meeting
April 5	General Election
April 8	Artist reception in the R. G. Endres Gallery 6:30 - 8:00 p.m.
April 9	Large Item Pickup for homes on and north of 75 th Street
April 16	Large Item Pickup for homes south of 75 th Street
April 18	City Council Meeting