

CITY OF PRAIRIE VILLAGE

May 16, 2016

Council Committee Meeting 6:00 p.m.

City Council Meeting 7:30 p.m.

COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
Monday, May 16, 2016
6:00 PM

AGENDA

TED ODELL, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

Presentation of the 2015 audit
Berberich, Trahan and Company, P.A.

*COU2016-35 Consider authorizing City Administrator to sign a Video Services Provider agreement with Google Fiber Kansas, LLC.
Quinn Bennion

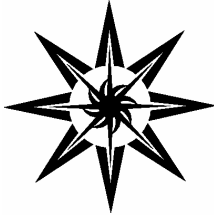
COU2016-36 Consider approval of the 2017-2021 County Assistance Road System (CARS) program.
Keith Bredehoeft

Review alternatives for the design of the re-construction of the City Hall / Police Department courtyard and access
Keith Bredehoeft

Overview of 2017 budget
Lisa Santa Maria

Presentation of the 2017 Police Department operating budget
Lisa Santa Maria / Chief Schwartzkopf

***Council Action Requested the same night**



ADMINISTRATION

Committee Meeting: May 16, 2016
Council Meeting: May 16, 2016

Consider authorizing City Administrator to sign a Video Services Provider agreement with Google Fiber Kansas, LLC.

Motions:

Authorize the City Administrator to sign a Video Services Provider agreement with Google Fiber Kansas, LLC.

Background:

Google Fiber Kansas has notified the City that it intends on providing video services within Prairie Village. Google Fiber has indicated that it has obtained certification from the Kansas Corporation Commission (KCC) to operate in Prairie Village as a video service provider under the Kansas Video Competition Act, often referred to as the state-wide video service franchise.

The video service provider is defined and governed by state statute. The statute limits what restrictions and requirements can be demanded and negotiated by an individual city. The city is permitted to collect a franchise fee and require the provider follow the right-of-way ordinance and permitting.

The city will collect a 5% video service provider fee as allowed by state law. Google and its contractors will be expected to pull right-of-way permits with Public Works when constructing in the right-of-way and comply with the City's right-of-way ordinance.

Attachments:

- Letter from Google Fiber Kansas, LLC indicating the application for a video services provider
- Agreement proposed by Google Fiber Kansas, LLC to provide video services. The agreement has been reviewed by the City Attorney.
- Draft letter to Google Fiber Kansas, LLC recognizing the agreement and the commitment to comply with the City's right-of-way ordinance.

Prepared By:

Quinn Bennion
City Administrator – May 12, 2016

Google fiber

April 4, 2016

VIA E-MAIL

Quinn Bennion
City Administrator
7700 Mission Road
Prairie Village, KS 66208
qbennion@pvkansas.com

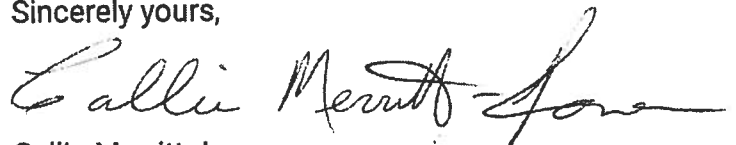
Re: Notification of Provision of Video Service in Prairie Village

Dear Quinn:

Pursuant to Kansas Statutes Annotated § 12-2024(a), enclosed please find a Letter Agreement notifying you that Google Fiber Kansas, LLC, intends to begin providing video service in Prairie Village, Kansas, on or after May 4, 2016. Could you please execute the Agreement and return it to me via e-mail?

Once we have received the Agreement with your signature, we will countersign the Agreement and provide you with a fully executed copy. Please let me know of any questions.

Sincerely yours,



Callie Merritt-Jones
Associate City Manager, Google Fiber
calliem@google.com

Enclosure

Google Fiber Kansas, LLC ("Google Fiber") was granted authorization by the state of Kansas to provide video service in Prairie Village on March 29, 2016, and hereby executes this agreement with Prairie Village. Google Fiber will begin providing video service in Prairie Village on or after May 4, 2016. Google Fiber may be contacted by Prairie Village at the following telephone number 1-866-777-7550. Google Fiber may be contacted by customers at the following telephone number 1-866-777-7550. Google Fiber agrees to update this contact information with Prairie Village within 15 calendar days in the event that such contact information changes. Google Fiber acknowledges and agrees to comply with Prairie Village's local right-of-way ordinance to the extent the ordinance is applicable to Google Fiber and not contrary to state and federal laws and regulations. Google Fiber hereby reserves the right to challenge the lawfulness or applicability of such ordinance to Google Fiber. By entering into this agreement, neither the municipality's nor Google Fiber's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the agreement, neither the municipality nor Google Fiber waive any rights, but instead expressly reserve any and all rights, remedies and arguments the municipality or Google Fiber may have at law or equity, without limitation, to argue, assert and/or take any position as to the legality or appropriateness of any present or future laws, ordinances and/or rulings.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

Prairie Village, Kansas

Google Fiber Kansas, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

May 17, 2016

Google Fiber Kansas, LLC
c/o Callie Merritt-Mones
Associate City Manager, Google Fiber
1600 Amphitheatre Pkwy
Mountain View, CA 94043

RE: Google Fiber Video Service – City of Prairie Village, KS

Dear Ms. Merritt-Mones,

This letter confirms action taken by the Governing Body of the City of Prairie Village on Monday, May 16, 2016, approving the Video Service Provider Agreement with Google Fiber Kansas, LLC. The signed agreement is enclosed with this letter.

Please also accept this letter as the City's written notice, pursuant to KSA 12-2024 (b), instructing Google Fiber to calculate and pay to the City a video service provider fee. The fee shall be due quarterly and shall be calculated in the amount of 5% of gross revenues as defined by KSA 12-2024 (d).

This letter also confirms, as stated in the agreement, Google Fiber acknowledges and agrees to comply with Prairie Village's local right-of-way ordinance.

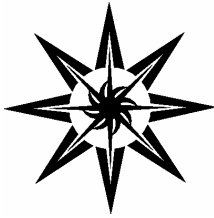
All payments for the video service provide fee and all other notices should be directed to the attention of:

City Clerk
City of Prairie Village
7700 Mission Rd.
Prairie Village, KS 66208

Thank you for your attention to these matters.

Sincerely,

Quinn Bennion
City Administrator



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: May 16, 2016

Council Meeting Date: June 6, 2016

CONSIDER 2017-2021 CARS APPLICATION

RECOMMENDATION

Staff recommends the City Council approve the 2017-2021 County Assistance Road System (CARS) program.

BACKGROUND

In order to receive CARS funds, the City must annually submit an application containing a list of streets and the estimated costs. The following streets are recommended for the five-year CARS program, 2017-2021. The Public Works Department compiled the list of possible projects below. The work will include where necessary full depth pavement repair, curb and gutter replacement, sidewalk repair, new sidewalk and milling/overlaying the pavement.

Program Year	Street Segment	From	To	CARS Eligible Costs	County CARS Funds
2017	Mission Road	75 th Street	84 th Terrace	\$2,518,000	\$1,259,000
2018	1- Roe Avenue	67 th Street	75 th Street	\$1,672,000	\$836,000
	2- Mission Road-Leawood 50%	84 th Street	95 th Street	\$658,000	\$164,500 PV and \$164,500 Leawood
2019	1- Roe Avenue	63 rd Street	67 th Street	\$954,000	\$477,000
	2- Nall Avenue-Overland Park 50%	83 rd Street	95 th Street	\$750,000	\$187,500 PV and \$187,500 Overland Park
2020	Nall Avenue	79 th Street	83 rd Street	\$992,000	\$496,000
2021	Roe Avenue	83 rd Street	95 th Street	\$410,000	\$205,000

In 2018 and 2019 we are proposing to submit two projects each year. Cities are generally guaranteed to have their first priority project funded but can have multiple projects approved if funds allow. Our number two project for both years are UBAS overlay projects that the City would otherwise fund at 100%.

It should be noted that the City submits an application annually and can revise future year requests. The 2017 project is the only project that the City is committing to fund and construct. The costs include construction and construction administration. Design costs are not included, as the CARS program does not fund design.

FUNDING SOURCE

Funding for the 2017 project on Mission Road will be included in the 2017 CIP. Future year's projects will be funded with each year's budget.

RELATION TO VILLAGE VISION

CC1. Attractive Environment

CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.

CFS3. Streets and Sidewalks

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

TR1. Bike and Pedestrian Friendly

TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.

TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.

ATTACHMENTS

Map of Project Locations

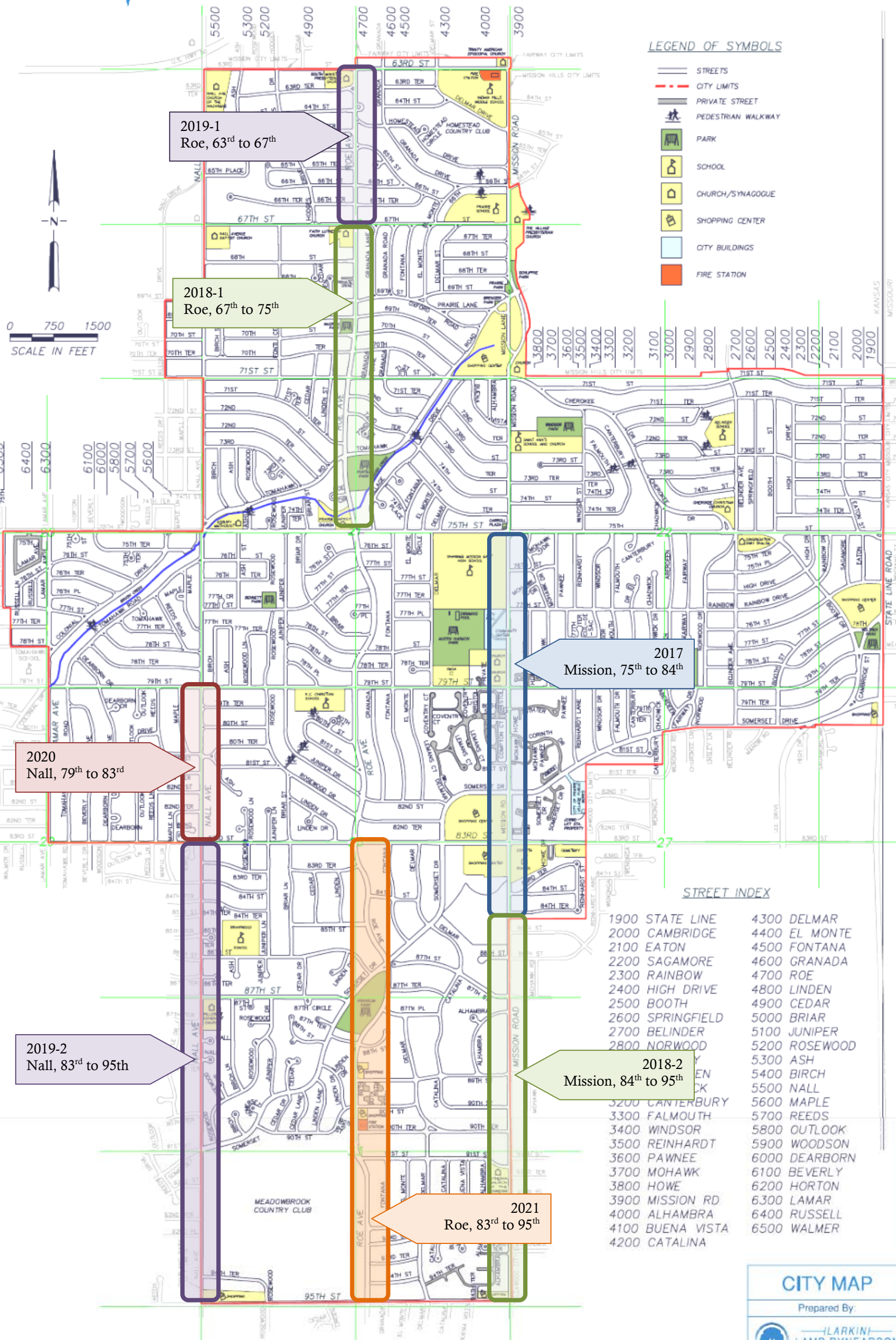
PREPARED BY

Melissa Prenger, Sr Project Manager

May 12, 2016



CITY OF PRAIRIE VILLAGE *Star of Kansas*



LEGEND OF SYMBOLS

- STREETS
- - - CITY LIMITS
- PRIVATE STREET
- PEDESTRIAN WALKWAY
- PARK
- SCHOOL
- CHURCH/SYNAGOGUE
- SHOPPING CENTER
- CITY BUILDINGS
- FIRE STATION

0 750 1500
SCALE IN FEET



2017
Mission, 75th to 84th

2020
Nall, 79th to 83rd

2019-2
Nall, 83rd to 95th

2021
Roe, 83rd to 95th

2018-2
Mission, 84th to 95th

2019-1
Roe, 63rd to 67th

2018-1
Roe, 67th to 75th

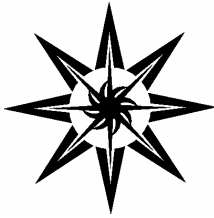
STREET INDEX

1900 STATE LINE	4300 DELMAR
2000 CAMBRIDGE	4400 EL MONTE
2100 EATON	4500 FONTANA
2200 SAGAMORE	4600 GRANADA
2300 RAINBOW	4700 ROE
2400 HIGH DRIVE	4800 LINDEN
2500 BOOTH	4900 CEDAR
2600 SPRINGFIELD	5000 BRIAR
2700 BELINDER	5100 JUNIPER
2800 NORWOOD	5200 ROSEWOOD
	5300 ASH
	5400 BIRCH
	5500 NALL
	5600 MAPLE
	5700 REEDS
	5800 OUTLOOK
	5900 WOODSON
	6000 DEARBORN
	6100 BEVERLY
	6200 HORTON
	6300 LAMAR
	6400 RUSSELL
	6500 WALKER

CITY MAP

Prepared By:
 LARKINI LAMP RYNEARSON

2017-2021
CARS Program
April 2016



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: May 16, 2016

DISCUSS THE ALTERNATIVES FOR THE FINAL LAYOUT OF THE RE-CONSTRUCTION OF THE CITY HALL COURTYARD

RECOMMENDATION

Review and approval of final layout finishes for construction of the City Hall Courtyard.

BACKGROUND

Option 3, complete reconstruction with a graduated staircase and a semi-circle patio, was the preferred option of the governing body at the previous meeting to accomplish the goals of reconstruction of the structurally deficient courtyard and front ADA access.

Upon selecting this option, the design team set about to complete the finishing touches on three alternates: Good, Better, and Best. These alternates are all based upon the same design elements from the chosen alternative; however, each one has some unique features and builds to incorporate more design elements to the Best option. All options have been estimated and these estimates have been rounded up to the nearest thousand.

Good: \$456,000

The "base model" includes raising the back plaza area without paving it.

Better: \$577,000

This plan includes rectangular paving on the back plaza area, stamped concrete on the front plaza, additional landscaping, and limestone benching in the lower landscape area.

Best: \$744,000

This plan includes semi-circular paving on the back plaza area, a custom-painted Prairie Village logo on the front plaza, extended limestone benching, a fountain, extended landscaping on the south side of the steps.

ATTACHMENTS

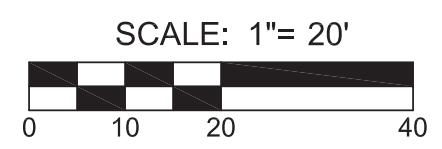
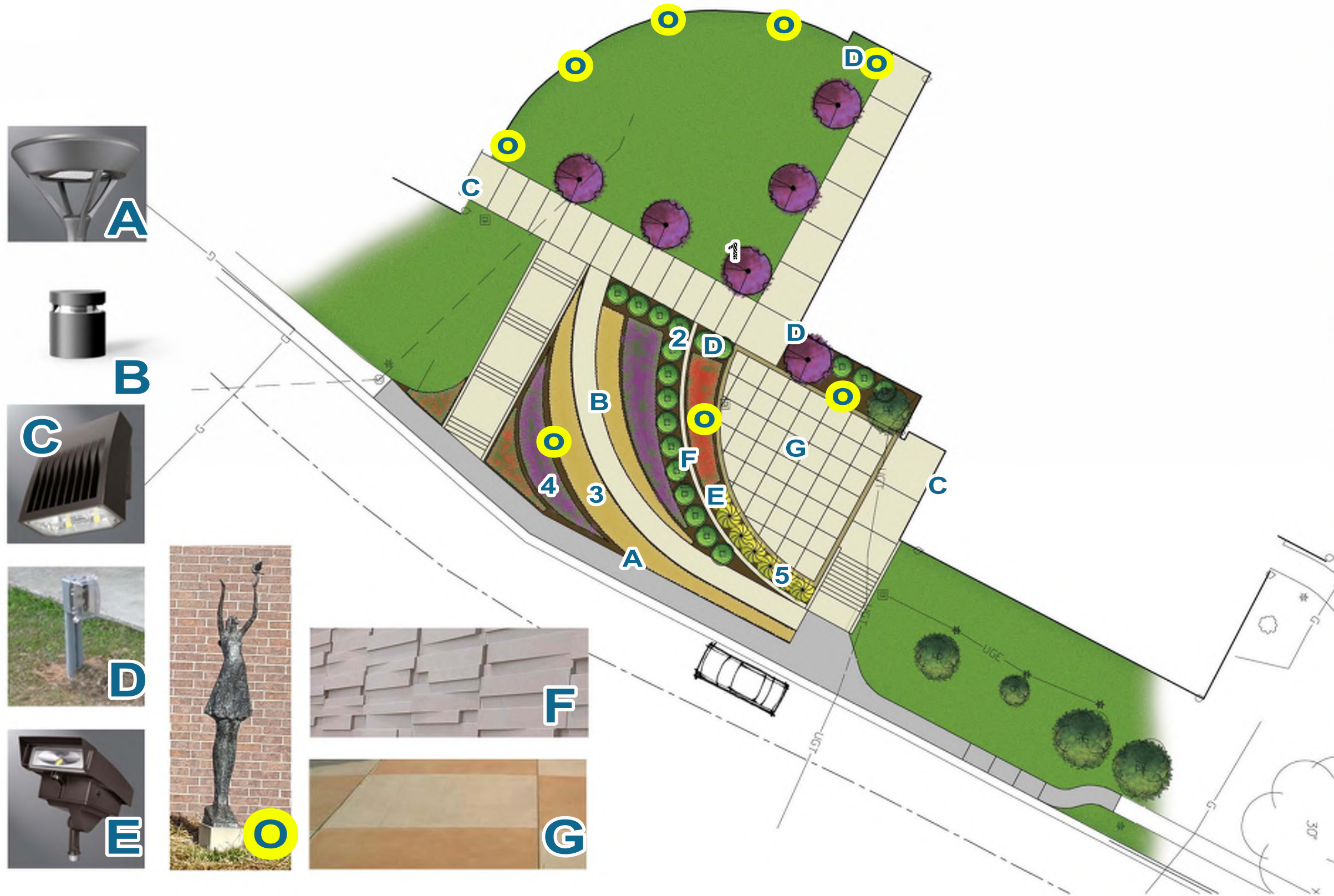
Schematics of Good, Better, Best Options and Opinions of Costs

PREPARED BY

Melissa Prenger, Senior Project Manager

May 12, 2016



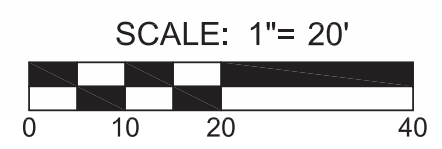
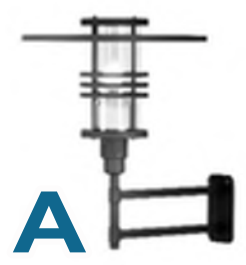
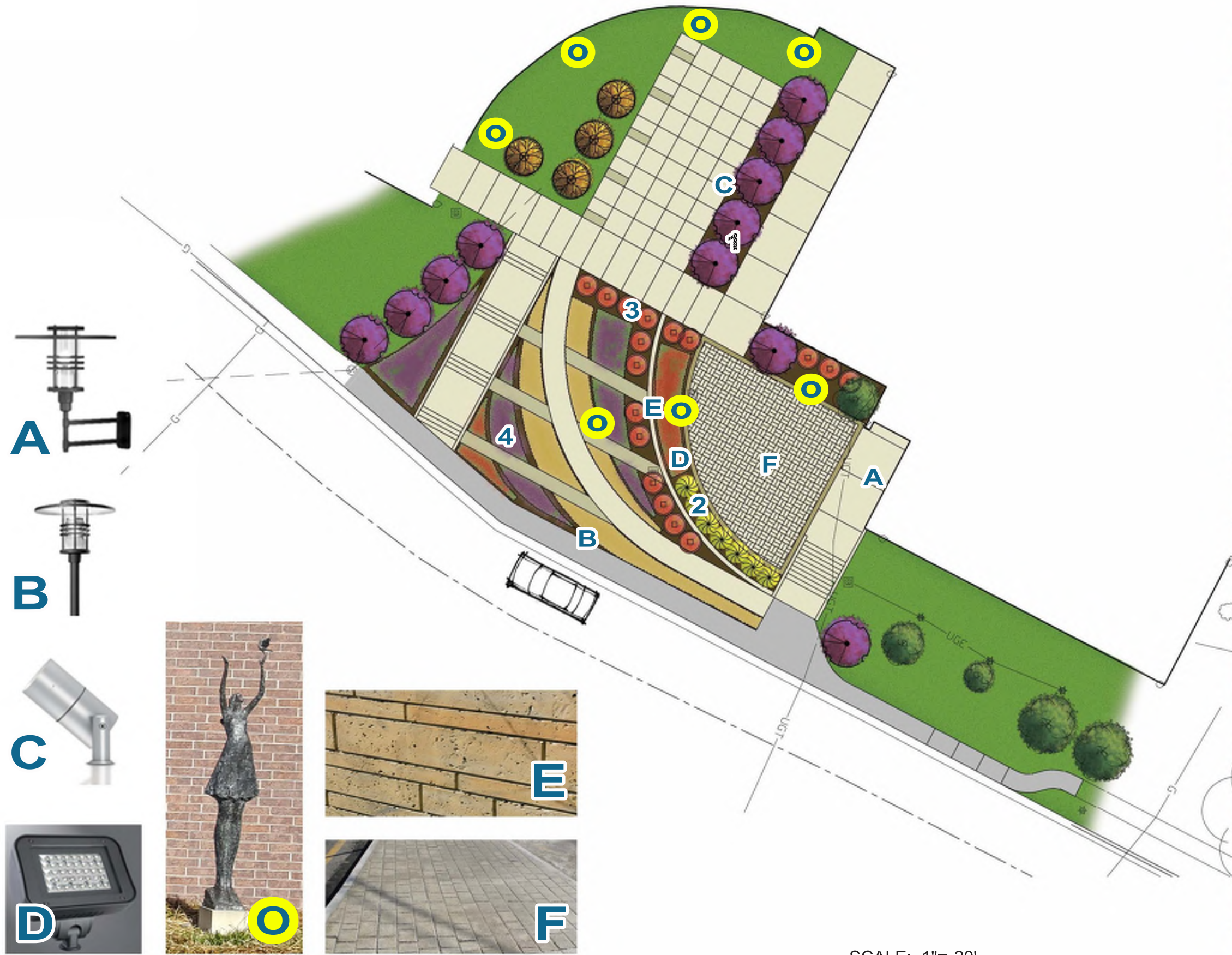






hollis + miller architects







ENTER

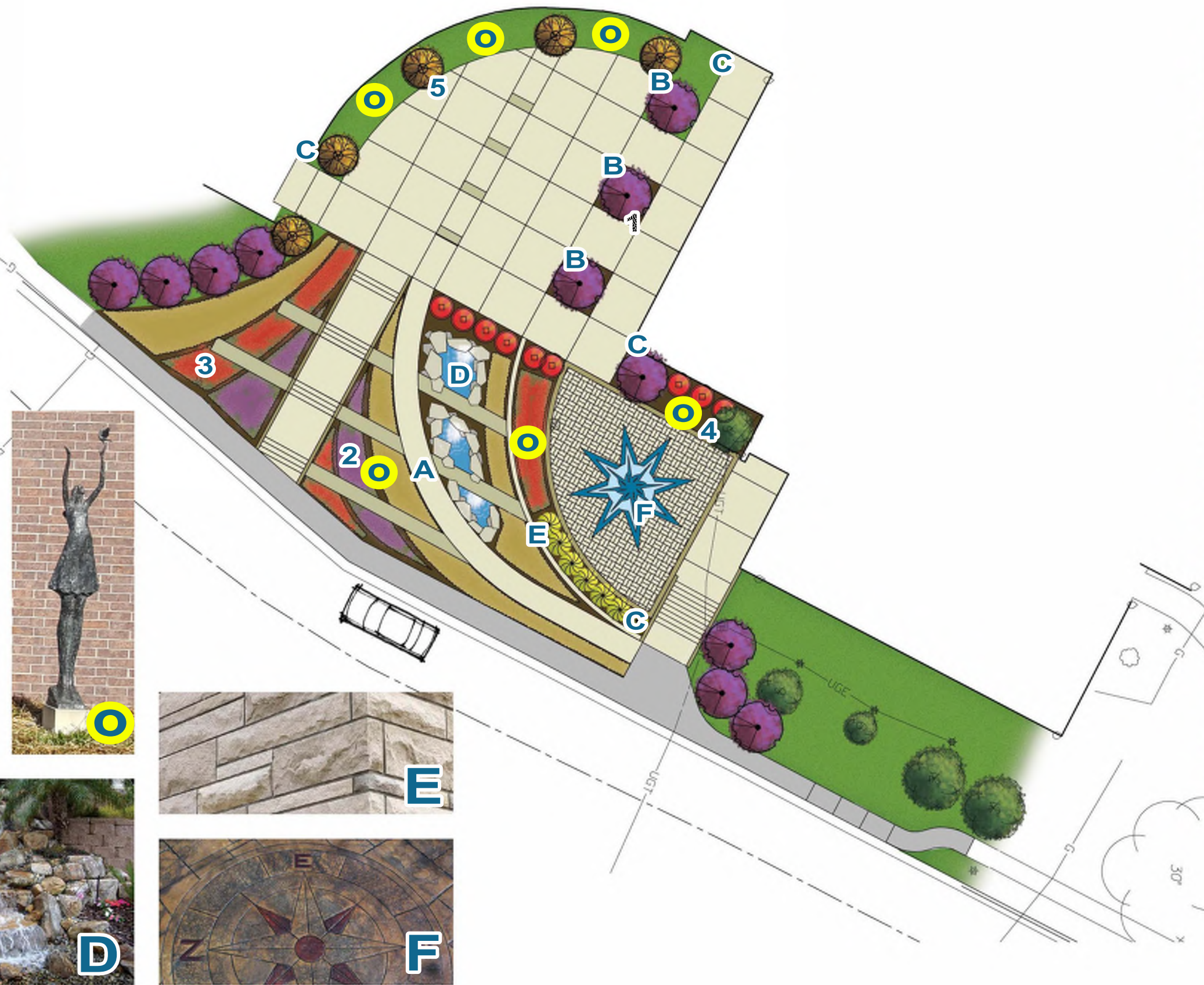
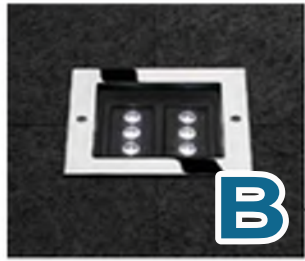
hollis + miller architects





hollis + miller architects







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we design the future®

Municipal Courtyard

City of Prairie Village

5.12.2016

Best - Aerial





PRAIRIE VILLAGE CITY HALL COURTYARD - PRAIRIE VILLAGE, KS
PRELIMINARY ESTIMATE OF PROBABLE COST - Concept Comparisons
PREPARED BY: MKEC ENGINEERING, INC
 May 12, 2016

hollis architects⁺
ml **er**
Miller



GOOD OPTION

Item	Total
Demolition	\$50,000
Utilities	\$49,600
Paving / Structures	\$133,590
Landscaping	\$83,900
Earthwork	\$29,000
Site Lighting	\$50,000
20% Contingency	\$59,414
TOTAL	\$455,504

BETTER OPTION

Item	Total
Demolition	\$50,000
Utilities	\$67,200
Paving / Structures	\$163,040
Landscaping	\$126,750
Earthwork	\$29,000
Site Lighting	\$65,000
15% Contingency	\$75,149
TOTAL	\$576,139

BEST OPTION

Item	Total
Demolition	\$50,000
Utilities	\$78,400
Paving / Structures	\$218,240
Landscaping	\$205,600
Earthwork	\$29,000
Site Lighting	\$95,000
10% Contingency	\$67,624
TOTAL	\$743,864

INDIVIDUAL ITEM COSTS

Item	Total
Limestone Rock Walls (Better Option)	\$20,000
Limestone Rock Walls (Best Option)	\$25,000
Pond / Waterfall Feature	\$35,000
Custom Concrete City Seal	\$20,000
Stamped Concrete (North Plaza Only)	\$6,200
Stamped Concrete (All Areas)	\$22,400

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, May 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 the regular City Council meeting minutes - May 2, 2016
- 2. Approve claims ordinance 2942
- 3. Approve an interlocal agreement with the City Overland Park for the maintenance and operations of shared streetlights that are owned and maintained by the City of Overland Park
- 4. Ratify Mayor's reappointment of committee members

VII. **COMMITTEE REPORTS**

Council Committee of the Whole

COU2016-35 Consider authorizing City Administrator to sign a Video Services Provider agreement with Google Fiber Kansas, LLC.

VIII. **MAYOR'S REPORT**

IX. **STAFF REPORTS**

X. **OLD BUSINESS**

Consider approval of contract with Olsson & Associates for Meadowbrook project inspections

Consider approval of contract with Superior Bowen for the Meadowbrook Park street and stormwater improvements

XI. **NEW BUSINESS**

Appeal of animal control determination regarding dangerous dog

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

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
May 2, 2016**

The City Council of Prairie Village, Kansas, met in regular session on Monday, May 2, 2016 at 7:30 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas.

ROLL CALL

Acting Mayor Brooke Morehead called the meeting to order and roll call was taken with the following Council members present: Ashley Weaver, Jori Nelson, Serena Schermoly, Steve Noll, Eric Mikkelson, Andrew Wang, Brooke Morehead, Sheila Myers, Dan Runion, Courtney McFadden, 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 and Joyce Hagen Mundy, City Clerk. The City's Bond Counsel Gary Anderson & Kevin Wempe with Gilmore & Bell and Financial Advisor Jeff White with Columbia were also present as well as teen council members Dennis Rice and Kellie O'Toole.

INTRODUCTION OF STUDENTS & SCOUTS

No Scouts or students were in attendance.

PRESENTATIONS

Recognition of Teen Council

Jori Nelson provided background on the City's Teen Council program which was started to provide young adults an opportunity to become involved in their community and government. Acting Mayor Brooke Morehead congratulated and presented certificates of recognition to 2016 Teen Council members Kellie O'Toole and Dennis Rice.

PUBLIC PARTICIPATION

Michael and Cindy O'Rourke, 7809 Howe Drive addressed the Council regarding a proposed sidewalk on their street which ends in a cul-de-sac. They noted several of the residents on the street support their opposition to the sidewalk and were also in attendance.

Toni Shelton, 7801 Howe Drive, stated she did not receive notification in the mail regarding the proposed sidewalk, but heard about it from her neighbors. She is against the proposed five foot sidewalk that would cause the removal of existing trees. Mrs. Shelton noted the street is safe with little traffic, noting that children play in the street. Mrs. Shelton suggested the money that would be used to construct the sidewalk would be better used elsewhere. Residents who received the letter did not understand that by not responding they would be considered to be in support of the sidewalk.

Mary Gerkovich, 7816 Howe Drive, noted that the sidewalk would not come down to the end of the street. She also feels the money would be better spent where sidewalk was needed.

Charles Stitt, 7730 Howe Drive, stated he is not directly impacted as the sidewalk would not be located on his side of the street; however, he supports his neighbors in their opposition. The benefit of a sidewalk at this location would be minimal.

Michael and Cindy O'Rourke noted they distributed a petition which secured signatures of 80% of the residents on Howe opposing the proposed sidewalk.

Cres Elsener, 7719 Howe Drive, noted he has lived on Howe 46 years and feels a sidewalk is unnecessary. He also felt the letter he received was confusing.

Cindy O'Rourke, 7809 Howe, spoke again noting this was a cul-de-sac with minimal outside traffic. Within a three hour period there was no traffic on the street. The cars that do travel the streets are primarily residents living on the street. A sidewalk that would take away from their front yards is not needed.

Jeannine Fox 7813 Howe Drive, noted that if a sidewalk were constructed it would be less safe because cars would have to park in the street as parking in their driveway would block the sidewalk. She also noted the additional concrete sidewalk would increase water runoff.

Brooke Morehead asked if it would be possible to resend the letter clearly explaining the city's policy.

Ted Odell provided history on the development of the policy which allows for public participation in the process and provides for situations in which sidewalks would not be constructed, noting that the city's code requires the construction of sidewalks as the city wants to provide for a walkable city for the benefit of all. This process has been used for the past four years without any issues on the clarity of the letters and process.

Mary Gerkovich, 7816 Howe Circle, spoke again expressing concern with the ability of the older residents on the street being able to keep a sidewalk clear in the winter. She felt that the letter should need to be returned by those that support a

sidewalk. Mrs. O'Rourke noted that residents would have to go to the post office in Mission to pick up certified letters and noted past problems with postal service.

Brooke Morehead confirmed that the street project is scheduled to begin on Friday.

Ashley Weaver thanked the residents for their comments, but stated she is not supportive of waiving the council's established policy. Jeannine Fox, spoke again noting the letter needs to clearly state the impact of a sidewalk - that it would be five feet in width, and residents would be responsible for keeping it clear and not be able to block the sidewalk with a parked car.

Public Participation was closed and it was noted that this would be discussed by the City Council under "New Business" later in the evening. Mr. Mikkelson asked if this item could be taken up after the Consent Agenda so the public would not have to wait through the entire meeting.

CONSENT AGENDA

Dan Runion confirmed that the attachment he requested for the Special Council Meeting minutes was included in the official minutes and made a clarification to the Council Committee of the Whole minutes noting his question on the bottom of page 7 of the minutes of April 18th should be regarding what percentage of the model TIF revenue was represented by the Assisted Living Center. Ashley Weaver moved the approval of the Consent Agenda for April 18, 2016:

1. Approve Regular City Council Meeting Minutes - April 28, 2016
2. Approve Special City Council Meeting Minutes - April 25, 2016
3. Approve the award of the bid for Highway Rock Salt to Central Salt for Enhanced Salt at a cost of \$75.71 per ton delivered.
4. Approve the award of the bid for Swimming Pool Chemicals to Hawkins, Inc.

5. Authorize the Mayor to execute proclamations for Municipal Clerks Week, National Police Week, National Public Works Week and Women's Lung Health

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

NEW BUSINESS

Terrence Gallagher noted the success of the city's sidewalk program; however, in this situation he moved that the City not construct a sidewalk on the cul-de-sac on Howe drive based on the petition submitted representing 80% of the residents opposing its construction. The motion was seconded by Andrew Wang.

Courtney McFadden confirmed that the representation needed to reflect property owners and not merely residents.

Eric Mikkelson stated he agreed with Mr. Gallagher's sentiment and does not feel a sidewalk should be constructed on this cul-de-sac; however, he is not willing to rely on verbal representation of those opposing the sidewalk. The city's policy is a good one for the reasons noted earlier by Mr. Odell which favors walkability which is why a vote is required to oppose the construction of a sidewalk and needs to be strictly enforced. He does not want to have bits and pieces of sidewalk located throughout the city or a contentious debate before the Council on every sidewalk. He needs the process to be followed to officially confirm the criteria are met and would like to have the letters resent providing an opportunity for these residents to officially express their desires.

Sheila Myers stated she supported Mr. Gallagher's motion noting the Council's recent action to narrow Mission Road based on a petition presented by the residents, an action of far greater consequence than the placement of a sidewalk on a cul-de-sac.

Mr. Gallagher supports the sidewalk program and walkability throughout the city, but is giving a voice to the residents. Ashley Weaver stated she felt the City needed to follow its policy. Jori Nelson stated from the Johnson County website she counted 27 houses along the street which would require 21 signatures in opposition. She feels the signatures on the petition need to be verified as property owners.

Dan Runion noted this process has been used consistently by the city; however, recognizing the comments he heard regarding postal services asked if it would be practical for the residents to bring their responses to City Hall due to their proximity noting that not responding is considered to be a vote in support of the sidewalk.

Ted Odell questioned how much time would be required to redo the process and the impact on the project. He reviewed again the purpose of the established policy and noted that perhaps the language in the letter could be revised to be clearer.

Keith Bredehoeft replied that the policy is looking at is the number of "No" votes to determine if the 75% criteria is met. The letter is sent by certified mail to enable the city to know if the letter was received. If no confirmation of receipt is received, that address is not counted as a vote in support. Mr. Bredehoeft replied that a letter was sent out to all property owners in compliance with the city's policy established by the City Council in 2012. On Howe Cul-de-sac the petition process was followed and only 45% of the residences voted NO, short of the 75% needed. He acknowledged there are some issues with the mailing.

The intent of this policy was to give residents an opportunity to not have a sidewalk if a high percentage of residents on a street did not want one. The petition process was to help reduce the number times that residents would appear at council being unhappy about the addition of a sidewalk. The 75 percent is a high threshold to meet but it was intentionally made that way because the City's desire is to add sidewalks where they do not exist.

Ashley Weaver responded to a resident's comment noting there is a post office location in the Prairie Village Shopping Center. Mrs. Morehead noted however that certified mail needs to be claimed at the Mission Branch office.

Mr. Mikkelson stated the point is for the city to be able to officially verify the 75% opposition. The policy has to be respected. In response to Mrs. Myers comment regarding the Mission Road petition, he noted the primary difference is that there is a formal policy regulating the construction of sidewalks. Mrs. Myers responded that she understands the city's support of sidewalks, but noted this is a cul-de-sac and an accommodation should be made.

Terrence Gallagher noted that Mr. Bredehoeft has been very helpful in communicating with him and the residents regarding this issue. There are 20+ residents here stating that they do not want a sidewalk. There are construction crews scheduled to begin work on the project. Direction needs to be given by the Council. The signatures on the petition can be validated by staff and if it meets the criteria the waiver could be granted to not construct the sidewalk.

Mrs. Weaver responded the policy does not direct residents to submit a petition. A process has been established and it needs to be followed. The project should be delayed and the letter resent. Jori Nelson confirmed that the names could be verified

with the Johnson County property records. Mr. Wang asked what the estimated cost would be to delay the project. Mr. Bredehoeft noted there would be no financial cost.

Mrs. Schermoly confirmed that if a resident notified public works by phone because they did not get the letter that their vote was counted. Mr. Bredehoeft stated that if it is the direction of the Council, the mailing could be resent within the next couple of days with responses being mailed back or dropped off at the public works office.

Terrence Gallagher amended his motion to direct staff to resend the notification to the residents on Howe Drive regarding the potential construction of a sidewalk in conjunction with the proposed street project per the city's sidewalk policy with the mailing to be sent out by regular mail. The amended motion was seconded and passed unanimously.

Mrs. Morehead advised the residents that the letter would be sent out by the end of the week.

COMMITTEE REPORTS

Council Committee of the Whole

COU2016-29 Consider approval of hiring an additional Building Inspector

Ashley Weaver moved the City Council approve the addition of one full-time employee to Community Development authorized positions and for staff to begin the process of hiring an additional Building Inspector to handle current and projected workloads as recommended. The motion was seconded by Sheila Myers and passed unanimously.

COU2016-30 Consider approval of services agreement to prepare the Solid Waste bid Request for Proposal

Ashley Weaver moved the City Council approve an agreement with Shockey Consultant Services, LLC to prepare a Scope of Services and Solid Waste Request for

Proposal for Solid Waste Services contract beginning in 2017. The motion was seconded by Steve Noll and passed by a vote of 11 to 1 with Mr. Odell voting in opposition.

COU2016-31 Consider approval of contract with Olsson & Associates for Meadowbrook project inspections

COU2016-32 Consider approval of contract with Superior Bowen for the Meadowbrook Park street and stormwater improvements.

Ashley Weaver moved the City Council approve the Construction Inspection agreement with Olsson Associates for Meadowbrook Public Improvements and the Construction Contract for Meadowbrook Park Public Improvements for (bid package A) Stormwater Improvements Project and (bid package C) Street Improvement Project contingent upon the review and approval of the agreements by an independent attorney and the inclusion of Schedule A referenced in the Olsson & Associates Agreement.

Eric Mikkelson stated the intent of his motion made at the earlier Council Committee of the Whole was for the council not to take action on these agreements until the next meeting after the contingencies had been met.

Quinn Bennion noted the city attorney review of the document is as to its form. These contracts are the standard contract created five years ago for capital projects with with minor modifications since that time and the only addition being the inclusion of the awardee and the amount of the contract. They were sent out in the bid package and accepted by the bidders. This is neither a new nor a negotiated agreement necessitating additional legal review. Mr. Mikkelson noted the addendum to the Bowen contract is new and noted the missing exhibit for the Olsson contract. This is a \$6M contract and he is not comfortable without an independent legal review due to the contractual agreement these firms have with Lathrop & Gage.

It was determined that with the approval of these in committee and the next city council meeting being held prior to the bond closing on May 17th that action could be delayed to the May 16th meeting.

Eric Mikkelson moved consideration of COU2016-31 and COU2016-32 to the May 16, 2016 City Council meeting with direction that the agreements be reviewed by an independent attorney, that the missing exhibit be included and the documents not be executed until after the closing of the bond sale. The motion was seconded by Andrew Wang and passed unanimously.

COU2016-33 Consider approval of design agreement with Phelps Engineering for the 2016 SMAC Stormwater work for Meadowbrook Park
COU2016-34 Consider approval of engineering services agreement with Phelps Engineering for public improvements at Meadowbrook Park

Ashley Weaver moved the City Council approve the design agreement with Phelps Engineering for the 2016 SMAC Stormwater Design work for the Meadowbrook Project (MBDRAINX) in the amount of \$198,275 and the design agreement for 2016 Meadowbrook Public Street Improvements (MBSTREET) in the amount of \$49,995.00. The motion was seconded by Andrew Wang and passed unanimously.

Mayor's Report

No Mayor's report was given in Mayor Wassmer's absence.

STAFF REPORTS

Public Safety

- Chief Schwartzkopf noted a modification to the successful "Coffee with a Cop" The next "Coffee" will be held at Great Harvest Bread on May 20th from 11 to 1 and will be "Cookies with a Cop".
- Wednesday, May 4th is National Bike to School Day, Chief Schwartzkopf asked residents to be mindful of the additional students biking to school on that day.

Terrence Gallagher noted that the recent Leadership Northeast Program class featured the Prairie Village CIRT Team recognizing their expertise and professionalism.

Public Works

- Mr. Bredehoeft advised that both “Inspector” positions for the city are currently vacant taking a lot of staff time to cover. Excellent, experienced applicants have applied and interviewing is underway.
- James Carney has begun his new position with the City as Field Superintendent.

Erik Mikkelson asked for an update on the Bike Trail Grant Application, noting the recently updated “Bike Trail Map” published by MARC clearly shows a void of bike trails in Prairie Village with several in surrounding communities. Mr. Bredehoeft replied that he would be attending a trail grant meeting next week. MARC has received double the amount of funding received last year. He is optimistic that the city will be awarded some grant funds.

ADMINISTRATION

- Wes Jordan stated he would report later in the meeting to allow for action to be taken on the bond sale.
- Quinn Bennion congratulated Chief Tim Schwartzkopf on his completion of his Masters in Public Administration degree from the University of Kansas.
- Mr. Bennion stated he is working with Mayor Wassmer on Council’s committee assignments that will go out next week.

OLD BUSINESS

Acceptance of best bid on the 2016A General Obligation TIF Bond

Jeff White, City Financial Advisor with Columbia Capital, reported it was a very successful bond market day. Seven bids were received for the city’s bonds. The anticipated rate True Interest Cost was 2.7% with an actual true interest cost of 2.585%. The best bid was received from Citigroup. He noted the bonds were structured at 110% coverage.

Dan Runion asked for clarification on the debt service expectations. Mr. White responded that under the structuring 10% of the revenue is unaccounted for and will build up over the first two years. At 5.5 years the bonds are callable with no penalty and the city would be able to start repayment early, decreasing debt service costs in future years. Mr. Runion confirmed that the modeling included all of the components of the project including assisted care.

Adoption of General Obligation and Special Obligation Bond Ordinance

Adoption of Industrial Revenue Bond Ordinance

Gary Anderson, bond counsel with Gilmore & Bell, advised the Council that the following three actions were required: 1) acceptance of the bid by Citigroup; 2) Adoption of the General Obligation and Special Obligation Bond Ordinance and 3) adoption of the Industrial Revenue Bond Ordinance.

Eric Mikkelson asked if any changes had been made to any of the documents. Mr. Anderson replied only the insertion of the final principal amount and the name of the buyer. Dan Runion asked what the rate was on the Special Obligation Bonds. Mr. Anderson replied 6% per the developer agreement.

Ted Odell moved the City Council accept the bid of Citigroup for the purchase of bonds; adopt Ordinance 2348 authorizing the issuance of General Obligation Bonds (Meadowbrook TIF Project), Series 2016A, in the maximum principal amount of \$11,300,000, and Special Obligation Revenue Bonds (Meadowbrook TIF Project), Series 2016B, in the maximum principal amount of \$8,135,000, of the City of Prairie Village, Kansas, for the purpose of paying certain redevelopment project costs in connection with the project plan; and making certain covenants with respect thereto and adopt Ordinance 2349 authorizing the issuance by the City of Prairie Village, Kansas not to exceed \$22,500,000 aggregate principal amount of taxable Industrial Revenue Bonds (MB-18, LLC Project), Series 2016, to provide funds to acquire, construct and equip a project for MB-18, LLC and authorizing and approving certain documents and actions in connection with the issuance of said bonds. The motion was seconded by Steve Noll.

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

Mission Road Project Donation

Eric Mikkelson reported that he and Andrew Wang will be meeting with a subcommittee to discuss the resident wishing to make a substantial donation for the “Quality of Life amenities” proposed for the Mission Road Project. The individual is looking at the possible purchase of a statue.

Hattie’s Roof

Sheila Myers stated she was disappointed with the cedar shake roof placed on the renovated Hattie’s Building in Corinth Square. She noted the roof does not match the others in the shopping center. Quinn Bennion noted that the construction of a roof would be a maintenance item and would not be eligible for CID reimbursement. Mr. Mikkelson noted the Hattie’s building was discussed extensively by the Planning Commission. Wes Jordan stated they may have run into structural issues similar to those had on the Johnny’s roof which would not support the originally proposed slate material.

Transparency of Bond Information

Dan Runion stated he wanted to see links to the financial information on the Meadowbrook Project similar to those created for the CID Projects. Quinn Bennion replied the e-checkbook feature would be expanded to include TIF financial information. Mr. Runion stated he would like to see something that readily shows the expenditures in clear categories.

NEW BUSINESS

Election of Council President

Council President Brooke Morehead noted her respect and appreciation for the professionalism, knowledge and commitment brought by everyone towards good

government in Prairie Village. It has been her pleasure to serve as Council President for the past year. Ashley Weaver and the City Council commended and thanked Mrs. Morehead for her service as Council President.

Terrence Gallagher nominated Ted Odell to serve as Council President for 2016-2017. The motion was seconded by Steve Noll and passed unanimously.

Prohibition of Breed Specific Animals

Eric Mikkelson noted that he is getting increased comments of residents against the city's prohibition of breed specific animals. He would like the Council to start thinking about this issue and circulated to council members a copy of the city of Shawnee's repeal of their previous breed specific prohibition of animals. He stated that only three out of twenty Johnson County cities have this legislation in place and 19 states have outlawed the prohibition of breed specific animals.

Ted Odell provided history to the Council on the growing number of animal bites including fatal bites. Mr. Mikkelson replied that individuals selecting dogs to train to fight generally select pit bulls because of their strength. He suggested that experts be brought in to educate the Council.

Excessive Grass/Weed Abatement

Ashley Weaver would like the Council to relook at its weed abatement regulations and to put into place a large fine for unmowed grass particularly on commercial properties. Mr. Jordan replied that the codes staff spends a lot of time and effort on this issue and briefly reviewed the current process. He noted particular problems with the vacant Mission Valley property.

STAFF REPORTS

Wes Jordan noted that current building permit fees are based on estimated value of the project. Most other cities base their permit fees on square footage of the construction. His staff is researching the history of fees in Prairie Village and the potential impact of changing the method for determining fees. He will come back to the City Council with their recommendation in the future.

Another area of concern for the department is the efficiencies of operations with the limited number of staff. In seeking to address this, they are looking at the inefficiencies of some of the inspections currently conducted. Over the past year, 800 inspections were made on decks(120), fences(199), replacement roofs(450) and sheds (32). These inspections do not address “life safety” issues and discontinuing this category of inspection would place the Codes Department in a better position to handle expected construction. This would not relieve an individual or contractor from legally performing work in accordance with the municipal code or adopted building codes. A permit could still be issued providing an opportunity to get questions answered or clarified and get additional information on expectations. Inspections would be made upon a complaint basis.

Terrence Gallagher stated he supports the review of the fee structure and not doing inspections on non-life safety applications. Courtney McFadden noted if the city were to stop doing inspections on these items it would be important to make the homes associations aware of the change.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks:

Planning Commission Meeting	05/03/2016	7:00 p.m.
Tree Board Committee Meeting	05/04/2016	6:00 p.m.

JazzFest Committee	05/11/2016	5:30 p.m.
PV Arts Council Meeting	05/11/2016	5:30 p.m.
Park & Recreation Committee	05/12/2016	5:30 p.m.
Council Committee of the Whole	05/16/2016	6:00 p.m.
City Council	05/16/2016	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present the works of “The Saturday Group” in the R. G. Endres Gallery during the month of May. The artists’ reception will be Friday, May 13th, from 6:30 to 7:30 p.m.

Recreation sales have begun. Pool memberships purchased in April will be discounted by \$5 for each pass.

ADJOURNMENT

With no further business to come before the City Council the meeting was adjourned at 7:58 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

May 16, 2016

Copy of Ordinance
2942

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
12097	4/1/2016	2,862.00	/
12098-12171	4/8/2016	582,359.23	/
12185-12187	4/15/2016	4,323.73	/
12189	4/18/2016	405.10	/
12190-12275	4/22/2016	261,747.07	/
Payroll Expenditures			
4/1/2016		243,782.35	/
4/15/2016		249,070.62	/
4/29/2016		258,063.36	/
Electronic Payments			
Electronic Pmnts	4/1/2016	798.32	/
Electronic Pmnts	4/5/2016	365.65	/
Electronic Pmnts	4/6/2016	3,076.58	/
Electronic Pmnts	4/7/2016	526.02	/
Electronic Pmnts	4/13/2016	9,958.04	/
Electronic Pmnts	4/15/2016	4,009.42	/
Electronic Pmnts	4/19/2016	2,523.69	/
Electronic Pmnts	4/29/2016	3,071.27	/
TOTAL EXPENDITURES:			1,626,942.45
Voided Checks	Check #	(Amount)	
Multiple	12172-12188	(14.00)	
TOTAL VOIDED CHECKS:			(14.00)
GRAND TOTAL CLAIMS ORDINANCE			1,626,928.45

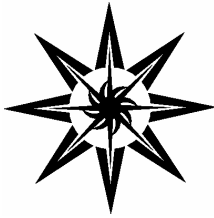
Section 2. That this ordinance shall take effect and be in force from and after its passage Passed this 16th day of May 2015.

Signed or Approved this 16th day of May 2015.

(SEAL)

ATTEST: *Gulding L. Norton* 5-5-16
City Treasurer

ATTEST: *[Signature]* 5.3.16
Finance Director



PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 16, 2016

CONSIDER INTERLOCAL AGREEMENT WITH THE CITY OF OVERLAND PARK FOR MAINTENANCE AND OPERATIONS OF SHARED STREETLIGHTS THAT ARE OWNED AND MAINTAINED BY THE CITY OF OVERLAND PARK.

RECOMMENDATION

Move to approve the interlocal agreement with the City Overland Park for the maintenance and operations of shared streetlights that are owned and maintained by the City of Overland Park.

BACKGROUND

Overland Park is updating their streetlight maintenance agreements with border Cities. In the past there have been three locations but with this current review Overland Park has identified five additional locations that were not accounted for in the past. This agreement now covers all known locations of shared streetlights that are owned and maintained by the City of Overland Park. A summary of past costs and future costs is shown below.

	<u>Past</u>	<u>Future</u>	<u>Increase</u>
Prairie Village Yearly Cost-	\$2,422	\$4,033	\$1,611

FUNDING SOURCE

Funding will be from the Operations Budget- Streetlights

RELATION TO VILLAGE VISION

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

ATTACHMENTS

1. Interlocal Agreement with the Overland Park.

PREPARED BY

Keith Bredehoeft, Public Works Director

May 11, 2016

AGREEMENT BETWEEN THE CITY OF OVERLAND PARK, KANSAS, AND
PRAIRIE VILLAGE, KANSAS, FOR THE OPERATION AND MAINTENANCE OF
STREETLIGHTING SYSTEMS

THIS AGREEMENT, made and entered into this _____ day of _____
_____, 2016, by and between the CITY OF OVERLAND PARK, KANSAS (“Overland Park”) and the CITY OF PRAIRIE VILLAGE, KANSAS (“Prairie Village), (collectively, “the Parties”), each party having been organized and now existing under the laws of the State of Kansas.

WHEREAS, the various streetlighting systems as listed in Appendix “A” (the “Streetlighting Systems”), attached hereto and incorporated herein by this reference as may be amended or supplemented by the Parties hereto from time to time, are located partially in each city; and

WHEREAS, the Governing Bodies of both cities have previously approved the installation of Streetlighting Systems at each listed location; and

WHEREAS, K.S.A. 12-2908 authorizes the Parties hereto to cooperate in operating and maintaining the aforesaid Streetlighting Systems which are the property of the two cities as indicated in Appendix “A”; and

WHEREAS, the Governing Bodies of both Parties hereto have determined to enter into this Agreement for the aforesaid purpose as authorized and provided for by K.S.A. 12-2908 and K.S.A. 68-169; and

WHEREAS, the Governing Body of Prairie Village did approve and authorize its Mayor to execute this Agreement by official vote of said body on the ___ day of _____, 2016; and

WHEREAS, the Governing Body of Overland Park, Kansas, did approve and authorize its Mayor to execute this Agreement by official vote of said body on the ___ day of _____, 2016.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. DURATION OF AGREEMENT: The Parties hereto agree that this agreement shall exist for the lifetime of the Streetlighting Systems, unless sooner terminated by written notice presented by either party.
2. NO LEGAL ENTITY CREATED: There will be no separate legal entity created under this Agreement. The Parties to this Agreement shall be responsible for the administration of this Agreement.
3. PURPOSE OF THE AGREEMENT: The purpose of this Agreement is to fund the operation and maintenance of Streetlighting Systems listed in Appendix "A", a portion of each street section being situated within Overland Park and Prairie Village.
4. OWNERSHIP OF SYSTEM: The Parties acknowledge that the Streetlighting Systems are owned and maintained as indicated in Appendix "A".
5. SHARING OF COSTS: The Parties shall pay the percentages shown in Appendix "A", consisting of the electrical energy costs and maintenance costs needed to operate each of the various systems. Overland Park will provide, maintain, and make available personnel and all general and special equipment, materials, supplies, and inventories necessary for the performance of the routine service work contemplated herein as replacement of the lamps, fuses, luminaires, poles, bracket arms, foundations, breakaway bases, etc. for the listed Streetlighting Systems as indicated in Appendix "A". In order to reimburse Overland Park for its carrying costs and general expenses associated therewith (including a portion of Overland Park's general plant facilities related to streetlighting operations, such as mobile and portable radios and other communications equipment, stored equipment, testing equipment, office furniture and supplies, structures and improvements, and building space), Prairie Village shall pay Overland Park therefore quarterly the respective monthly rates shown in Appendix "A". The rates will be reviewed annually and shall be adjusted according to the Consumer Price Index for All Urban Consumers (CPI-U) for the Kansas City Metropolitan Region (KCMR), and revised as appropriate on the next quarterly billing. The monthly maintenance rates do not include non-routine service, such as knockdowns, fire repairs, luminaire replacement, underground cable

repair, and major modifications. Actual costs for non-routine service shall be shared proportionately by each city in the ownership percentages outlined in Appendix "A".

6. DISPOSAL OF PROPERTY ON AGREEMENT TERMINATION: Upon termination of the Agreement, Overland Park and Prairie Village, being the owners of the Streetlighting Systems under this Agreement, shall mutually agree upon disposition of the property that is the subject of this Agreement. Unless otherwise agreed by the Parties or if the Parties are unable to reach an agreement relative to the property, the Parties will retain ownership of the property that is within their boundaries.

7. ADMINISTRATION OF PROJECT: The maintenance and operation of the Streetlighting Systems shall be administered by Overland Park acting by and through its Director of Public Works, who shall be the principal public official designated to administer said public project; in this capacity, Overland Park is empowered to do all things reasonably necessary to cause the maintenance and operation of said systems.

8. PLACING AGREEMENT IN FORCE. The attorney for Overland Park shall cause this Agreement to be executed in three parts. Each party hereto shall receive a duly executed copy of this Agreement for their official records.

9. PREVIOUS AGREEMENTS: All previous individual agreements covering the operation and maintenance of one or more of the Streetlighting Systems listed in Appendix "A" are presumed by each of the Parties to be in effect up to the date of this Agreement at which time they will be superseded by this Agreement as executed.

The Remainder of this page has intentionally been left blank.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in triplicate by each of the Parties hereto on the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

CARL GERLACH, MAYOR

ATTEST:

MARIAN COOK
CITY CLERK

APPROVED AS TO FORM:

MICHAEL KOSS
ASSISTANT CITY ATTORNEY II

CITY OF PRAIRIE VILLAGE, KANSAS

LAURA WASSMER
MAYOR

ATTEST:

JOYCE HAGEN MUNDY
CITY CLERK

APPROVED AS TO FORM:

CATHERINE LOGAN
CITY ATTORNEY

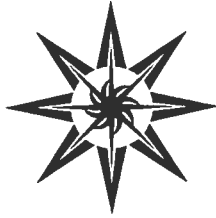
APPENDIX "A"
STREET LIGHTING SYSTEMS
LOCATED PARTIALLY IN OVERLAND PARK AND
PRAIRIE VILLAGE KANSAS

NUMBER	CONTROL CENTER ADDRESS	OWNERSHIP		MAINTENANCE RESPONSIBILITY		MAINTENANCE AND ENERGY COSTS		TOTAL MONTHLY RATES	PRAIRIE VILLAGE'S MONTHLY RATES ³
		% Overland Park	% Prairie Village	Overland Park	Prairie Village	% Overland Park	% Prairie Village	Based on 2015 Data	Effective 1/01/16
1	4705 LC 95th Street	57%	43%	X		57%	43%	\$ 170.33	\$ 73.66
2	5188 LC 95th Street	60%	40%	X		60%	40%	\$ 218.55	\$ 87.69
3	6437 LC 75th Street	81%	19%	X		81%	19%	\$ 340.45	\$ 63.05
4	6905 LC Woodson ¹	78%	10%	X		78%	10%	\$ 267.90	\$ 25.97
5	91101 LC Nall Ave	37.5%	62.5%	X		37.5%	62.5%	\$ 104.06	\$ 65.04
6	5492 91st Street	82%	18%	X		82%	18%	\$ 160.42	\$ 29.35
7	8640 LC Nall Ave	71%	29%	X		71%	29%	\$ 150.05	\$ 42.87
8	9511 LC Prairie Village Road ²	46%	24%	X		46%	24%	\$ 92.23	\$ 22.14
								TOTAL	\$ 336.09

1 The remaining 12% is shared with the City of Mission, Kansas

2 The remaining 30% is shared with the City of Leawood, Kansas

3 Monthly rates are paid by the City of Prairie Village to Overland Park on a quarterly basis per the agreement



MAYOR

**Council Committee Meeting Date:
Council Meeting Date: May 16, 2016
Consent Agenda**

Consent Agenda: Consider Reappointment of Committee Members

RECOMMENDATION

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

Committee	Volunteer Name	Years of Service	Term Ends
Environmental/Recycle	Thomas Brown	6	4/2018
Environmental/Recycle	Deborah English	8	4/2018
Tree Board	Rick Howell	4	4/2018
Planning Commission/BZA	James Breneman	1	4/2019
Planning Commission/BZA	Melissa Brown	1	4/2019
Planning Commission/BZA	Gregory Wolf	4	4/2019

BACKGROUND

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

Committee Chairs and staff are continuing to evaluate Arts Council and Park & Recreation reappointments and vacancies. These will be presented for ratification by the City Council at the June 6, 2016 meeting.

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

PREPARED BY

Joyce Hagen Mundy
City Clerk
Date: May 11, 2016



City of Prairie Village APPLICATION TO VOLUNTEER

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

Name THOS. M. O'BRIEN Spouse's Name NANCY
Address _____ Zip _____ Ward _____
Telephone: Home _____ Work _____ Fax _____
E-mail _____ Other Number(s): _____
Business Affiliation IDEALITY & BOLD INTERNET SOLUTIONS
Business Address _____

What Committee(s) interests you? ① ENVIRONMENT/RECYCLE
(in order of preference) ② COMMUNICATIONS
③ PLANNING COMMISSION.

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

PV RESIDENT SINCE 1982. PROPERTY OWNER SINCE 1986.
INFORMATION TECHNOLOGY PROFESSIONAL, WITH ACADEMIC AND BUSINESS
EXPERIENCE IN DATABASE MANAGEMENT, COMPUTER NETWORKING, SOFTWARE
DEVELOPMENT, WEB DESIGN.
REGULAR ATTENDEE AND VOLUNTEER - ENVIRONMENT/RECYCLE COMMITTEE
APPOINTED 3/1/10

Thank you for your interest in serving our community.



**City of Prairie Village
APPLICATION TO VOLUNTEER**

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

Name Deborah Euplick Spouse's Name Joel Coon
Address 1234 W. 101st St Zip 66208 Ward
Telephone: Home 913-381-1234 Work 913-381-1234 Fax
E-mail Other Number(s):
Business Affiliation SCS Engineers
Business Address

What Committee(s) interests you? Environmental

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

Environmental Engineering (23 years)

Thank you for your interest in serving our community.



**City of Prairie Village
APPLICATION TO VOLUNTEER**

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Name FREDRICK S. (RICK) HOWEL Spouse's Name KAREN HANSTON HOWE

Address _____ Zip _____ Ward _____

Telephone: Home _____ Work _____ Fax _____

E-mail _____ Other Number(s): _____

Business Affiliation RICK HOWEL LANDSCAPE ARCHITECTURE - OWNER.

Business Address _____

What Committee(s) interests you? P.V. TREE BOARD

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

My professional profile is attached. I've practiced as a landscape architect for 30+ years, and have a strong interest in the ongoing improvement of public spaces and facilities, streetscapes and outdoor spaces. My family and I have lived in Prairie Village since 1994, and have enjoyed it immensely. It would be my pleasure to assist our community in this endeavor. Thank you for your consideration!

Thank you for your interest in serving our community.

Profile

Rick Howell ASLA, PLA, LEED ap **Rick Howell** Landscape Architecture

Rick started his landscape architecture practice in February 2010. His previous experience includes 30 years of work with outstanding Kansas City-based multidisciplinary design firms. Most recently, Rick led the Landscape Architecture Studio at Gould Evans Associates for more than 10 years, during which time he produced a number of successful and award-winning projects. He also spent 14 years with HNTB, which afforded him the opportunity to participate in large-scale projects in the Kansas City region and around the country.

Through these experiences, Rick developed exceptional skills and capabilities in all facets of the site-design process. His extensive portfolio includes institutional, corporate, mixed-use, urban and recreation projects – each of which emphasizes a high level of design, user comfort, site sensitivity, and sustainability. He typically collaborates with the owner from the initial master-planning phase through completion of project construction. Rick values the expectations of his clients and the input of the project team, and enjoys working in a team-oriented environment.

Some of Rick's recent work includes a comprehensive renovation program for the Kansas City Sculpture Park and site design for the Bloch Building Expansion, both at The Nelson-Atkins Museum of Art (Kansas City, MO); a master plan for the Overland Park Arboretum and Botanical Gardens (Overland Park, KS); site design for the Cerner World Headquarters Campus (North Kansas City, MO); and streetscape improvement projects for the Westport and Broadway Boulevard Districts of Kansas City, Missouri.

Education:

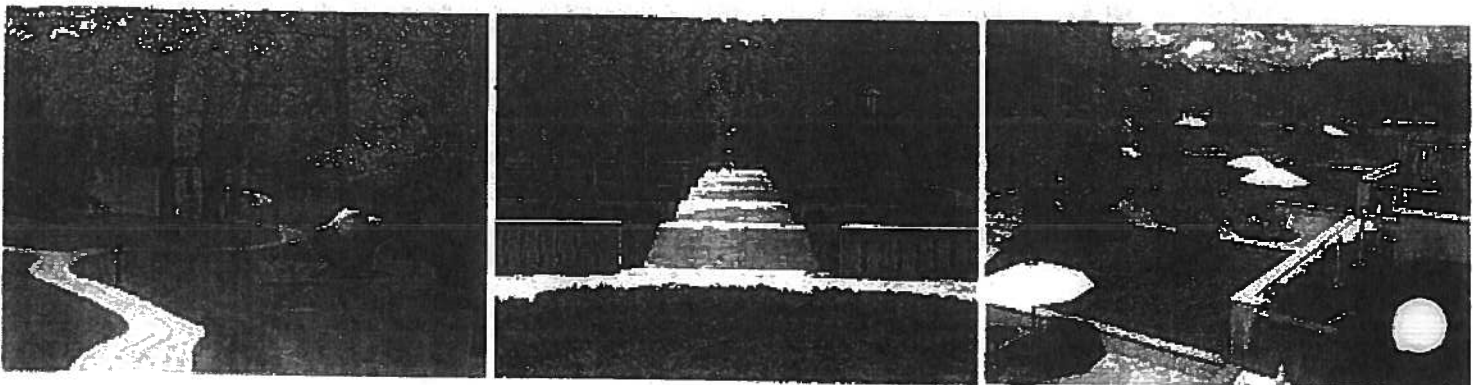
Bachelor of Landscape Architecture
Kansas State University

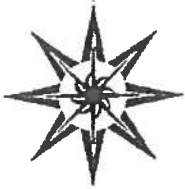
Registrations:

Licensed Landscape Architect
LEED Accredited Professional

Professional Organizations:

American Society of Landscape Architects, Member
Prairie Gateway Chapter ASLA, Trustee





City of Prairie Village

APPLICATION TO VOLUNTEER

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

Name JAMES R. BRENNEMAN Spouse's Name PEGGY

Address _____ Zip 66207 Ward 5

Telephone: Home _____ Work _____ Fax _____

E-mail _____ Other Number(s): _____

Business Affiliation HW LOCHNER (SEMI-RETIRED)

Business Address _____

What Committee(s) interests you? PLANNING COMMISSION

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

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

Thank you for your interest in serving our community.

Joyce Hagen Mundy

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

Submission information

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

Survey answers

Volunteer Information

Name Melissa Brown
Address
Zip
Email
Home Phone
Work Phone Not answered
Other Phone Not answered
Business Affiliation Gastinger Walker Harden Architects
Business Address

Select Ward Click for map

1 []
2 []
3 []
4 []
5 []
6 [x]

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

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

Background

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

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

Thank you in advance,
Melissa Brown



City of Prairie Village

APPLICATION TO VOLUNTEER

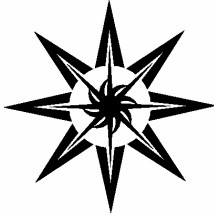
Please complete this form and return it to the City Clerk's Office, 7700 Mission Road, Prairie Village, Kansas 66208. If you have any questions, please contact the City Clerk's Office at 913-381-6464 or send an e-mail to cityclerk@pvkansas.com.

Name Gregory Wolf Spouse's Name Kelly Wolf
 Address _____ Zip 66207 Ward _____
 Telephone: Home _____ Work _____ Fax _____
 E-mail _____ Other Number(s): _____
 Business Affiliation SNR Denton US LLP
 Business Address _____
 What Committee(s) interests you? Planning Commission

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

I have a strong interest in public service. I recently
finished serving on the KTEC board & the Johnson County
charter Commission. I am looking for a new way to give
back to my community.

Thank you for your interest in serving our community.



ADMINISTRATION

Committee Meeting: May 16, 2016
Council Meeting: May 16, 2016

Consider authorizing City Administrator to sign a Video Services Provider agreement with Google Fiber Kansas, LLC.

Motions:

Authorize the City Administrator to sign a Video Services Provider agreement with Google Fiber Kansas, LLC.

Background:

Google Fiber Kansas has notified the City that it intends on providing video services within Prairie Village. Google Fiber has indicated that it has obtained certification from the Kansas Corporation Commission (KCC) to operate in Prairie Village as a video service provider under the Kansas Video Competition Act, often referred to as the state-wide video service franchise.

The video service provider is defined and governed by state statute. The statute limits what restrictions and requirements can be demanded and negotiated by an individual city. The city is permitted to collect a franchise fee and require the provider follow the right-of-way ordinance and permitting.

The city will collect a 5% video service provider fee as allowed by state law. Google and its contractors will be expected to pull right-of-way permits with Public Works when constructing in the right-of-way and comply with the City's right-of-way ordinance.

Attachments:

- Letter from Google Fiber Kansas, LLC indicating the application for a video services provider
- Agreement proposed by Google Fiber Kansas, LLC to provide video services. The agreement has been reviewed by the City Attorney.
- Draft letter to Google Fiber Kansas, LLC recognizing the agreement and the commitment to comply with the City's right-of-way ordinance.

Prepared By:

Quinn Bennion
City Administrator – May 12, 2016

Google fiber

April 4, 2016

VIA E-MAIL

Quinn Bennion
City Administrator
7700 Mission Road
Prairie Village, KS 66208
qbennion@pvkansas.com

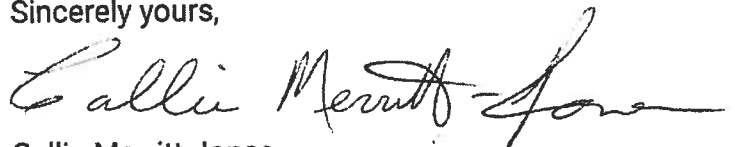
Re: Notification of Provision of Video Service in Prairie Village

Dear Quinn:

Pursuant to Kansas Statutes Annotated § 12-2024(a), enclosed please find a Letter Agreement notifying you that Google Fiber Kansas, LLC, intends to begin providing video service in Prairie Village, Kansas, on or after May 4, 2016. Could you please execute the Agreement and return it to me via e-mail?

Once we have received the Agreement with your signature, we will countersign the Agreement and provide you with a fully executed copy. Please let me know of any questions.

Sincerely yours,



Callie Merritt-Jones
Associate City Manager, Google Fiber
calliem@google.com

Enclosure

Google Fiber Kansas, LLC ("Google Fiber") was granted authorization by the state of Kansas to provide video service in Prairie Village on March 29, 2016, and hereby executes this agreement with Prairie Village. Google Fiber will begin providing video service in Prairie Village on or after May 4, 2016. Google Fiber may be contacted by Prairie Village at the following telephone number 1-866-777-7550. Google Fiber may be contacted by customers at the following telephone number 1-866-777-7550. Google Fiber agrees to update this contact information with Prairie Village within 15 calendar days in the event that such contact information changes. Google Fiber acknowledges and agrees to comply with Prairie Village's local right-of-way ordinance to the extent the ordinance is applicable to Google Fiber and not contrary to state and federal laws and regulations. Google Fiber hereby reserves the right to challenge the lawfulness or applicability of such ordinance to Google Fiber. By entering into this agreement, neither the municipality's nor Google Fiber's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the agreement, neither the municipality nor Google Fiber waive any rights, but instead expressly reserve any and all rights, remedies and arguments the municipality or Google Fiber may have at law or equity, without limitation, to argue, assert and/or take any position as to the legality or appropriateness of any present or future laws, ordinances and/or rulings.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

Prairie Village, Kansas

Google Fiber Kansas, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

May 17, 2016

Google Fiber Kansas, LLC
c/o Callie Merritt-Mones
Associate City Manager, Google Fiber
1600 Amphitheatre Pkwy
Mountain View, CA 94043

RE: Google Fiber Video Service – City of Prairie Village, KS

Dear Ms. Merritt-Mones,

This letter confirms action taken by the Governing Body of the City of Prairie Village on Monday, May 16, 2016, approving the Video Service Provider Agreement with Google Fiber Kansas, LLC. The signed agreement is enclosed with this letter.

Please also accept this letter as the City's written notice, pursuant to KSA 12-2024 (b), instructing Google Fiber to calculate and pay to the City a video service provider fee. The fee shall be due quarterly and shall be calculated in the amount of 5% of gross revenues as defined by KSA 12-2024 (d).

This letter also confirms, as stated in the agreement, Google Fiber acknowledges and agrees to comply with Prairie Village's local right-of-way ordinance.

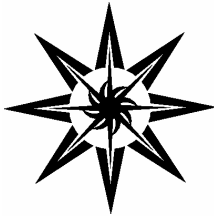
All payments for the video service provide fee and all other notices should be directed to the attention of:

City Clerk
City of Prairie Village
7700 Mission Rd.
Prairie Village, KS 66208

Thank you for your attention to these matters.

Sincerely,

Quinn Bennion
City Administrator



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: May 2, 2016

Council Meeting Date: May 16, 2016

CONSIDER CONSTRUCTION INSPECTION AGREEMENT WITH OLSSON ASSOCIATES FOR MEADOWBROOK PUBLIC IMPROVEMENTS (MBSTREET & MBDRAINX)

RECOMMENDATION

Move to approve the Construction Inspection agreement with Olsson Associates for Meadowbrook Public Improvements.

UPDATE

Council directed an additional legal review of this agreement. The agreement was reviewed by Assistant City Attorney Shannon Marcano and found to be acceptable. She recommended a few minor modifications to the agreement and are shown on the attached redline version.

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. Olsson Associates 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 a consultant for the inspection service to supplement City staff inspection for a fee of \$179,995.50 for the construction of the Meadowbrook Public Improvements (MBSTREET and MBDRAINx) which includes the street improvements, conspan construction, the pond improvements and the stream restoration.

Execution of this agreement will take place on May 17, 2016, the date of Bond Closing.

FUNDING SOURCE

The inspection services are TIF reimbursable.

ATTACHMENTS

1. Construction Inspection Agreement with Olsson Associates

PREPARED BY

Melissa Prenger, Sr. Project Manager

April 18, 2016

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

For

CONSTRUCTION ADMINISTRATION

For

**MEADOWBROOK REDEVELOPMENT
PROJECTS: MBSTREET & MBDRAINx**

THIS AGREEMENT, made at the City of 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 Olsson Associates, a Nebraska corporation with offices at 1802 E. 123rd Street, Olathe, Kansas 66061, hereinafter called the “Consultant”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for Construction Administration of Project: Meadowbrook Redevelopment hereinafter called the “Project”,

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

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

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

ARTICLE I - RESPONSIBILITIES OF THE CITY

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

The CITY shall do the following in a timely manner:

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

ARTICLE II – RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT designates Curt Mader, PE 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 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's 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 which 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, and 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 iswill be 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 \$ 179,995.50 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 1.0. 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, to the extent permitted by law.

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~~ the City'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:

CONSULTANT:

By: _____

Mayor _____.

By: _____
Curt H. Mader _____.
Team Leader _____.

By: _____
Bryan Johnson _____.
Office Leader _____.

Address for giving notices:

Address for giving Notices:

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

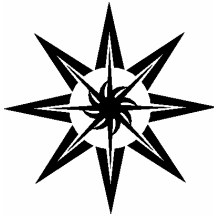
Olsson Associates
1802 E 123rd Street
Olathe, KS 66061
(913) 829-0078

ATTEST:

APPROVED BY:

Joyce Hagen Mundy, City Clerk

City Attorney



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: May 2, 2016
Council Meeting Date: May 16, 2016

CONSIDER CONSTRUCTION CONTRACT WITH SUPERIOR BOWEN ASPHALT COMPANY FOR THE 2016 MEADOWBROOK STREET IMPROVEMENTS (MBSTREET) AND STORMWATER IMPROVEMENTS (MBDRAINX)

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Superior Bowen Asphalt Company for the 2016 Meadowbrook Street Improvements (MBSTREET) and for the Stormwater Improvements (MBDRAINX) for \$5,899,774.34

UPDATE

Council directed an additional legal review of this agreement. The agreement was reviewed by Assistant City Attorney Shannon Marcano and found to be acceptable and appropriate. No changes to the contract were recommended.

BACKGROUND

On April 21, 2016, bids were opened for the project. Van Trust and the City representative were present for the bid opening. This unique bidding process was followed for this project as per the Meadowbrook Public Infrastructure Improvement Agreement approved by City Council on April 18, 2016.

Below are the bids that were received for parts of the Meadowbrook project that are funded by TIF funds and will contract directly with the City of Prairie Village. The work includes all construction items for the public streets and stormwater improvements.

Superior Bowen	\$5,899,774.34
Kissick Construction	\$6,687,675.70
Emery Sapp & Son's	\$6,983,888.58
Engineer's Estimate	\$8,672,248.70

Cost breakdown for Streets and Stormwater-

Stormwater-	\$1,513,905.45
Streets-	\$4,385,868.89

It is anticipated that the County's SMAC(Stormwater Management Advisory Council) Program will provide funds for the stormwater improvements. The exact amount of funding has yet to be determined.

The Engineer and the City have reviewed all bids and recommend award of the low bid. Van Trust, Phelps, and the City did meet with Superior Bowen to discuss the project and confirmed that Superior Bowen understands the work and timelines that is expected of them.

The low bid by Superior Bowen is in line with the estimated costs shown in the developer agreement for the Meadowbrook project.

Execution of this contract will take place on May 17, 2016, the date of bond closing.

FUNDING SOURCES

Funding for this project will come from the Meadowbrook TIF

A portion of the stormwater improvements will possibly be funded by County SMAC funds.

RELATION TO VILLAGE VISION

CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.

TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.

ATTACHMENTS

1. Construction Agreement with Superior Bowen Asphalt Company

PREPARED BY

Keith Bredehoeft, Public Works Director

April 28, 2016

CONSTRUCTION CONTRACT

FOR

MEADOWBROOK PARK PUBLIC IMPROVEMENTS

ITEMS 1 – 21 OF BID PACKAGE A- STORMWATER IMPROVEMENTS PROJECT MBDRAINX

AND

BID PACKAGE C IN ITS ENTIRETY- STREET IMPROVEMENTS PROJECT MBSTREET

BETWEEN

THE CITY OF PRAIRIE VILLAGE, KANSAS

AND

SUPERIOR BOWEN ASPHALT COMPANY

THIS AGREEMENT, is made and entered into this ____ day of _____, 20__, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and Superior Bowen Asphalt Company, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Meadowbrook Park Public Improvements, (the “**Project**”) designated, described and required by the Project Manual and Bid Proposals, to wit:

WITNESSETH:

WHEREAS, the City has caused to be prepared, approved and adopted a Project Manual describing construction materials, labor, equipment and transportation necessary for, and in connection with, the construction of a public improvement, and has caused to be published an advertisement inviting sealed bid, in the manner and for the time required by law;

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City in the manner and at the time specified, a sealed Bid Proposal in accordance with the Bid Documents;

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bid Proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the lowest and best responsible bidder for the construction of said public improvements, and has duly awarded to the said Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums set forth herein;

WHEREAS, the Contractor has agreed to furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete in good, first class and workmanlike manner, the Work in accordance with the Contract Documents; and

WHEREAS, this Agreement, and other Contract Documents on file with the City Clerk of Prairie Village, Kansas, all of which Contract Documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be to the entire satisfaction of the City or City's agents, and in accordance with the laws of the City, the State of Kansas and the United States of America;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, herself or themselves, its, his/her, hers or their successors and assigns, or its, his/her, hers or their executors and administrators, as follows:

1. **DEFINITIONS:** Capitalized terms not defined herein shall have the meanings set forth in the General Conditions.

1.1 Following words are given these definitions:

ADVERSE WEATHER shall have the meaning set forth in Section 9.3 hereof.

APPLICATION FOR PAYMENT shall mean a written request for compensation for Work performed on forms approved by the City.

BID shall mean a complete and properly signed proposal to do the Work or designated portion thereof, for the price stipulated therein, submitted in accordance with the Bid Documents.

BID DOCUMENTS shall mean all documents related to submitting a Bid, including, but not limited to, the Advertisement for Bids, Instruction to Bidders, Bid Form, Bid Bond, and the proposed Project Manual, including any Addenda issued prior to receipt of Bids.

BID PROPOSAL shall mean the offer or proposal of the Bidder submitted on the prescribed form set forth the prices for the Work to be performed.

BIDDER shall mean any individual: partnership, corporation, association or other entity submitting a bid for the Work.

BONDS shall mean the bid, maintenance, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents.

CERTIFICATE FOR PAYMENT shall mean written certification from the Project Manager stating that to the best of the project manager's knowledge, information and belief, and on the basis of the Project Manager's on-site visits and inspections, the Work described in an Application for Payment has been completed in accordance with the terms and conditions of the Contract Documents and that the amount requested in the Application for Payment is due and payable.

CHANGE ORDER is a written order issued after the Agreement is executed by which the City and the Contractor agree to construct additional items of Work, to adjust the quantities of Work, to modify the Contract Time, or, in lump sum contracts, to change the character and scope of Work shown on the Project Manual.

CITY shall mean the City of Prairie Village, Kansas, acting through a duly appointed representative.

CONTRACT or **CONTRACT DOCUMENTS** shall consist of (but not necessarily be limited to) the Plans, the Specifications, all addenda issued prior to and all modifications issued after execution of this Agreement, (modifications consisting of written amendments to the Agreement signed by both parties, Change Orders, written orders for minor changes in the Work issued by the Project Manager) this Construction Contract between the City and Contractor (sometimes referred to herein as the "Agreement"), the accepted Bid Proposal, Contractor's Performance Bond, Contractor's Maintenance Bond, Statutory Bond, the Project Manual, the General Conditions, the Special Conditions and any other documents that have bearing the Work prescribed in the Project. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.

CONTRACT PRICE shall be the amount identified in the Construction Agreement between the City and the Contractor as the total amount due the Contractor for Total Completion of the Work as per the Contract Documents.

CONTRACT TIME shall be the number of calendar days stated in the Contract Documents for the completion of the Work or shall be a specific date as designated in the Construction Agreement.

CONTRACTOR shall mean the entity entering into the Contract for the performance of the Work covered by this Contract, together with his/her duly authorized agents or legal representatives.

DEFECTIVE WORK shall mean Work, which is unsatisfactorily, faulty or deficient, or not in conformity with the Project Manual.

FIELD ORDER shall mean a written order issued by the Project Manager that orders minor changes in the Work, but which does not involve a change in the Contract Price or Contract Time.

FINAL ACCEPTANCE shall mean the date when the City accepts in writing that the construction of the Work is complete in accordance with the Contract Documents such that the entire Work can be utilized for the purposes for which it is intended and Contractor is entitled to final payment.

GENERAL CONDITIONS shall mean the provisions in the document titled "General Conditions – General Construction Provisions" attached hereto and incorporation herein by reference.

INSPECTOR shall mean the engineering, technical inspector or inspectors duly authorized by the City to monitor the work and compliance tests under the direct supervision of the Project Manager.

NOTICE TO PROCEED shall mean the written notice by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, the Contractor shall do no work until the date set forth in the Notice to Proceed.

PAY ESTIMATE NO. ____ or **FINAL PAY ESTIMATE** shall mean the form to be used by the Contractor in requesting progress and final payments, including supporting documentation required by the Contract Documents.

PLANS shall mean and include all Shop Drawings which may have been prepared by or for the City as included in the Project Manual or submitted by the Contractor to the City during the progress of the Work, all of which show the character and scope of the work to be performed.

PROJECT shall mean the Project identified in the first paragraph hereof.

PROJECT MANAGER shall mean the person appointed by the Public Works Director for this Contract.

PROJECT MANUAL shall contain the General Conditions, Special Conditions, Specifications, Shop Drawings and Plans for accomplishing the work.

PROJECT SEGMENTS shall have the meaning set forth in Section 7.1 hereof.

PUBLIC WORKS DIRECTOR shall mean the duly appointed Director of Public Works for the City of Prairie Village or designee.

SHOP DRAWINGS shall mean all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distribution and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS shall mean those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. They may include, but not necessarily be limited to: design specifications, e.g. measurements, tolerances, materials, inspection requirements and other information relative to the work; performance specifications, e.g., performance characteristics required, if any; purchase description specifications, e.g. products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives (including aesthetics, warranty and manufacturer reputation) may be substituted upon written request and written approval thereof by the City.

SPECIAL CONDITIONS shall mean the provisions in the document titled "Special Conditions" attached hereto and incorporation herein by reference.

SUBCONTRACTOR shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.

SUBSTANTIAL COMPLETION shall be defined as being less than 100 percent of the Work required that will be completed by a specified date as agreed to in writing by both parties.

TOTAL COMPLETION shall mean all elements of a Project Segment or the Total Project Work is complete including all subsidiary items and "punch-list" items.

TOTAL PROJECT WORK shall have the meaning set forth in Section 7.1 hereof.

UNIT PRICE WORK shall mean Work quantities to be paid for based on unit prices. Each unit price shall be deemed to include the Contractor's overhead and profit for each separately identified item. It is understood and agreed that estimated quantities of times for unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of actual quantities and classifications of unit price work shall be made by the City.

UNUSUALLY SEVERE WEATHER shall have the meaning set forth in Section 9.4 hereof.

WORK shall mean the work to be done to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor, materials, tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents. The Work shall specifically include Items 1 – 21 of Bid Package A and Bid Package C in its entirety.

WORK SCHEDULE shall have the meaning set forth in Section 7.2 hereof.

- 1.2 Whenever any word or expression defined herein, or pronoun used instead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning commonly given. Work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such, recognized standards.
- 1.3 Whenever in these Contract Documents the words "as ordered," "as directed", "as required", "as permitted", "as allowed", or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the Project Manager is intended.
- 1.4 Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed", or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
- 1.5 The words "approved", "reasonable", "suitable", "acceptable", "properly", "satisfactorily", or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Project Manager.
- 1.6 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and, third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.7 All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

2. ENTIRE AGREEMENT:

The Contract Documents, together with the Contractor's Performance, Maintenance and Statutory bonds for the Work, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Work. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the City and the Contractor. The Contract may not be amended or modified except

by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.

3. INTENT AND INTERPRETATION

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.
- 3.2 All time limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 3.5 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission, which the Contractor may discover, or should have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.
- 3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.
- 3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.

- 3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.
- 3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.
- 3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Project Manager before proceeding with the construction affected by such omissions or discrepancies.
- 3.11 It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.
- 3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the Work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of Work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.
- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.
- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.
- 3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of **FIVE MILLION EIGHT HUNDRED NINETY NINE THOUSAND SEVEN HUNDRED SEVENTY FOUR AND THIRTY FOUR HUNDREDTHS DOLLARS (\$5,899,774.34)** for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

- 5.1 The Contractor shall provide and maintain, continually on the site of Work during its progress, an adequate and competent superintendent of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized superintendent or other representative. This representative shall be designated in writing at the preconstruction meeting.
- 5.2 The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of the obligation to have a competent superintendent on the Work at all times.
- 5.3 The City shall have the right to approve the person who will be the Superintendent based on skill, knowledge, experience and work performance. The City shall also have the right to request replacement of any superintendent.
- 5.4 The duly authorized representative shall be official liaison between the City and the Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and Work status inquiries. Upon Work commencement, the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.
- 5.5 The Contractor will be required to contact the Project Manager daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Project Manager's representative is able to monitor properly the Work.

6. PROJECT MANAGER

- 6.1 It is mutually agreed by and between the parties to this Agreement that the Project Manager shall act as the representative of the City and shall observe and inspect, as required, the Work included herein.
- 6.2 In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Agreement that the Project Manager shall, in good faith and to the best of its ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that the Project Manager shall determine, where applicable, questions in relation to said Work and the construction thereof; that Project Manager shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Project Manager's decisions and findings shall be the conditions precedent to the rights of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Project Manager render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Project Manager and with the other party, within thirty (30) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question to determination in the future.

- 6.3 The Project Manager, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in this Contract. The Project Manager shall be the City's representative from the effective date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Contract. The City and Project Manager may, from time to time, designate Inspectors to perform such functions.
- 6.4 The City and the Contractor shall communicate with each other in the first instance through the Project Manager.
- 6.5 The Project Manager shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Project Manager shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.
- 6.7 The Project Manager may refuse to recommend the whole or any part of any payment if, in Project Manager's opinion, it would be incorrect to make such representations to City. Project Manager may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Project Manager's opinion to protect the City from loss because:
- The Work is defective, or completed Work has been damaged requiring correction or replacement,
 - The Contract Price has been reduced by Written Amendment or Change Order,

- The City has been required to correct Defective Work or complete Work in accordance with the Project Manual. 6.8 The City may refuse to make payment of the full amount recommended by the Project Manager because claims have been made against City on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice (with a copy to Project Manager) stating the reasons for such action.
- 6.9 The Project Manager will have the authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 6.10 The Project Manager will review, or take other appropriate action as necessary, concerning the Contractor's submittals, including Shop Drawings, Product Data and Samples. Such review, or other action, shall be for the sole purpose of determining general conformance with the design concept and information given through the Project Manual.
- 6.11 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 6.12 The Project Manager, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Project Manager will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.
- 6.13 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.
- 6.14 The Project Manager will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.
- 6.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.
- 6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work

performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.

- 6.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.
- 6.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.
- 6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

7. WORK SCHEDULE:

- 7.1 The Work is comprised of one large project (sometimes referred to as "**Total Project Work**") and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as "**Project Segments**." A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.
- 7.2 At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a schedule ("**Work Schedule**") setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.
- 7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action. Payments or portions of payments may be withheld by the City upon failure to maintain scheduled progress of the Work as shown on the approved Work Schedule.
- 7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.
- 7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.
- 7.6 If at any time, in the opinion of the Project Manager or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.
- 7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.

- 7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima Facia Violation of City Municipal Code 11-202.
- 7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.
- 7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.
- 7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Project Manager. The Contractor shall communicate immediately any changes in the Work Schedule to the Project Manager for approval by the City.

8. DELAYS AND EXTENSIONS OF TIME:

- 8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.
- 8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the Work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but it shall in such cases be entitled to such extension of the time specified for the completion of the Work as the City and the Project Manager shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Project Manager in writing within one (1) week from the time when any such alleged cause for delay shall occur.

9. ADVERSE WEATHER:

- 9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.
- 9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement

days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.

- 9.3 “**Adverse Weather**” is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday.
- 9.4 “**Unusually Severe Weather**” is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.
- 9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:
- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
 - The Unusually Severe Weather actually caused a delay to the completion of the Work.
 - The delay must be beyond the control and without fault or negligence by the Contractor.
- 9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor's Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	8	7	6	7	7	5	5	5	4	5	9

- 9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.
- 9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be calculated chronologically from the first to the last day of each month, and be recorded as full workdays.
- 9.9 If the number of actual Adverse Weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.
- 9.10 The determination that Unusually Severe Weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the Unusually Severe Weather delayed work activities on the critical path of the Work Schedule.
- 9.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual Adverse Weather delays in a given month is less than the number of days anticipated as

indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.

- 9.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the date of Substantial Completion shall not be changed because of unusually favorable weather.
- 9.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.
- 9.14 The Contractor shall summarize and report all actual Adverse Weather delay days for each month to the Project Manager by the tenth (10th) day of the following month. A narrative indicating the impact of Adverse Weather conditions on the Work Schedule shall be included.
- 9.15 Any claim for extension of time due to Unusually Severe Weather shall be submitted to the Project Manager within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures described above.
- 9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)
- 9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

10. LIQUIDATED DAMAGES:

- 10.1 Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion within the Contract Time is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the Contract Time for the Total Project Work or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.
- 10.2 Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Work Schedule approved by the City, the City may, at its option and without Contractor receiving any additional compensation therefore, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as City may deem necessary or desirable. In addition, City, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by City, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or City may make demand on Contractor for reimbursement of such costs.

11. PAYMENT PROCEDURE:

- 11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and

Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.

- 11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.
- 11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.
- 11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.
- 11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.
- 11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the City for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.
- 11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.
- 11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.
- 11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- Defective Work not remedied by the Contractor;
- Claims of third parties against the City or the City's property;
- Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- Evidence that the Work will not be completed in the time required for substantial or final completion;
- Persistent failure to carry out the Work in accordance with the Contract;
- Damage to the City or a third party to whom the City is, or may be, liable;
- Evidence that the Work is not progressing according to agreed upon schedule by both parties.

11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.

11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

12. COMPLETION AND FINAL PAYMENT:

12.1 Upon Total Completion, when the Contractor is ready for a final inspection of the Total Project Work, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.

12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

- 12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.
- 12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.
- 13. CLAIMS BY THE CONTRACTOR:**
- 13.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.
- 13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).

- 13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.
- 13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.
- 13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense, which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.
- 13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.
- 13.12 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas

14. CHANGES IN THE WORK:

- 14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.
- 14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order, and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.
- 14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

15. INSURANCE AND BONDS:

15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

15.2 The Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

15.3 Minimum Requirements Commercial General Liability Policy Limits –

General Aggregate:	\$2,000,000
Products / Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

Policy MUST include the following conditions:

- A. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
- B. NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

15.4 Automobile Liability Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) –

Combined Single Limits, Bodily Injury and Property Damage - Each Accident:

Policy MUST include the following condition:

NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

15.5 Umbrella Liability. The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits –

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

- 15.6 Workers' Compensation. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory

Employer's Liability:

Bodily Injury by Accident \$100,000 each accident

Bodily Injury by Disease \$500,000 policy limit

Bodily Injury by Disease \$100,000 each employee

- 15.7 The City will only accept coverage from an insurance carrier who offers proof that it:

Is authorized to do business in the State of Kansas;

Carries a Best's policy holder rating of A- or better; and

Carries at least a Class VIII financial rating, or

Is a company mutually agreed upon by the City and Contractor.

- 15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:

A. Cover all subcontractor's in its insurance policies, or

B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.

- 15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.

- 15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.

- 15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.

- 15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the

Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

16. INDEMNITY:

16.1 For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meaning set forth below:

"**The Contractor**" means and includes Contractor, all of his/her affiliates and subsidiaries, his/her Subcontractors and material men and their respective servants, agents and employees; and "**Loss**" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.

16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.

16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

17. SUCCESSORS AND ASSIGNS:

17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.

17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the

Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 17.4 Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.
- 17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

18. NON-DISCRIMINATION LAWS:

- 18.1 The Contractor agrees that:
- A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
- B. In all solicitations or advertisements for employees, the Contractor shall include the

phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);

- C. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- D. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
- E. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
- F. The provisions of this Section shall not apply to a contract entered into by a Contractor:
(1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

19. FEDERAL LOBBYING ACTIVITIES [THIS PROVISION ONLY APPLIES IF THE CITY IS RECEIVING FEDERAL FUNDS]:

19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.

19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.

19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

20. RELATIONS WITH OTHER CONTRACTORS:

20.1 The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City, and workers who may be employed by the City, or any other entity on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct his/her operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage, that may be sustained by other contractors, workers, their work or employees of the City, because

of any fault or negligence on the Contractor's part, and shall, at his/her own expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.

- 20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.
- 20.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.
- 20.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.
- 20.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

21. RIGHT OF CITY TO TERMINATE:

- 21.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Project Manager or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein. Any termination of the Agreement for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.
- 21.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor 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. Contractor shall not be entitled to any anticipatory profits, consequential

damages or other costs other than direct costs of demobilization.

22. MISCELLANEOUS:

- 22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.
- 22.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.
- 22.3 Provision for Emergencies. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the City may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency Work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.
- 22.4 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.
- 22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.
- 22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations,

arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.

- 22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.
- 22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

- 22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

IN WITNESS WHEREOF, THE City has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF PRAIRIE VILLAGE

SUPERIOR BOWEN ASPHALT COMPANY

By: _____
(signed)

By: _____
(signed)

Laura Wassmer

(typed name)

Matt Bowen

(typed name)

Mayor

(typed title)

President

(typed title)

City of Prairie Village

(typed company name)

Superior Bowen Asphalt Company

(typed company name)

7700 Mission Road

(typed address)

2501 Manchester Trafficway

(typed address)

Prairie Village, KS 66208

(typed city, state, zip)

Kansas City, MO 64129

(typed city, state, zip)

(typed telephone number)

816-921-8200

(typed telephone number)

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Joyce Hagen-Mundy

City Attorney, ~~Catherine Logan~~

(If the Contract is not executed by the President of the Corporation, general partner of the Partnership, or manager of a limited liability company, please provide documentation, which authorizes the signatory to bind the corporation, partnership, or limited liability company. If a corporation, the Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of this Contract.)

Addendum #1 to Contract for City of Prairie Village Street Improvement Project #MBSTREET and Stormwater Improvement Project #MBDRAINX

1. This Addendum to the contracts for the above Projects applies only if Contractor is awarded bids by the City for both the Street Improvement Project #MBSTREET and Stormwater Improvement Project #MBDRAINX and also by MB-18, LLC for simultaneous performance of infrastructure work on adjacent property ("Private Development Site Improvement Work").
2. MB-18 LLC is authorized by the City to manage and coordinate construction activities of Contractor with respect to the Street Improvement Project #MBSTREET and the Stormwater Improvement Project #MBDRAINX, and the related aspects of the Private Development Site Improvement Work in the following manner:
 - A. MB-18, LLC has general authority and discretion to make decisions relating to the coordination, construction and supervision of the simultaneous work comprising the Street Improvement Project #MBSTREET, Stormwater Improvement Project #MBDRAINX and the Private Development Site Improvement Work and has the authority to take such actions as MB-18, LLC reasonably deems necessary, proper or desirable for the furtherance of the Street Improvement Project #MBSTREET and Stormwater Improvement Project #MBDRAINX.
 - B. MB-18, LLC does NOT have authority to take any of the following actions with respect to the Street Improvement Project #MBSTREET and the Stormwater Improvement Project #MBDRAINX:
 - i. Make any changes to the design or completion milestones or deadlines in the City Contracts for the Street Improvement Project #MBSTREET and the Stormwater Improvement Project #MBDRAINX.
 - ii. Approve change orders or any amendments to the City Contracts for the Street Improvement Project #MBSTREET and the Stormwater Improvement Project #MBDRAINX .
 - iii. Approve any payments to the Contractor relating to the City Contracts the Street Improvement Project #MBSTREET and the Stormwater Improvement Project #MBDRAINX.
 - iv. Enter into any agreements or waivers or releases relating to the City Contracts for the Street Improvement Project #MBSTREET and the Stormwater Improvement Project #MBDRAINX which will be binding upon City.
 - C. MB-18, LLC will schedule regular meetings with the City's engineering firm and the Contractor, as applicable, and will advise the City Public Works Director, and other City staff and its inspectors as determined by the Public Works Director and the staff of Johnson County Parks and Recreation District ("JCPRD") of such meetings so that they may attend. Contractor will cooperate with MB-18, LLC in order to facilitate MB-18, LLC's obligation to City and JCPRD to provide periodic status updates on the progress of construction.

COUNCIL COMMITTEE OF THE WHOLE
May 2, 2016

The Council Committee of the Whole met on Monday, May 2, 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: Ashley Weaver, Jori Nelson, Serena Schermoly, Steve Noll, Eric Mikkelson, Andrew Wang, Sheila Myers, Dan Runion, Courtney McFadden, 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 and Joyce Hagen Mundy, City Clerk. Also present were teen council members Dennis Rice and Kellie O'Toole.

Presentation on Johnson County Courthouse Plan and Finance Options

Council President Brooke Morehead called upon Johnson County Manager Hannes Zacharias. Mr. Zacharias began by thanking the City and the City Council for their efforts over the past year on the joint partnership that will make possible the addition of a significant park site on the Meadowbrook Property for Prairie Village and Johnson County residents. He noted the level of cooperation and coordination to bring this joint project to fulfillment is to be commended.

Johnson County has faced the need for a new court house for the past several years. The current courthouse was constructed in 1952 with additions added in 1954, 1968 and 1975. The primary problems faced with the use of this building revolve around public safety, security, an aging building, outdated technology and limited ADA accessibility. No amount of renovation will resolve the public safety issues which has inmates using the same corridors to access courtrooms as jurors, victims and the general public. Over the past 15 years, 33 options have been considered at 11 different potential sites involving ten consultants at a cost of \$1.7M.

The current proposal is to demolish the existing facility and build a 9 story facility with 28 courtrooms (with the ability to expand to 36 courtrooms). The projected cost is \$182M with the project estimated to take four years to complete. The proposed facility will address public safety and security issues, provide for safer mediation/attorney-client meeting space, resolve aging building and technology issues and provide greater ADA accessibility.

The second component of the proposed sales tax is for the construction of a coroner's facility. The county does not have a facility and currently rents lab space in Wyandotte County. The proposed facility would be constructed near the Johnson County Crime Lab in Olathe at a proposed cost of \$19M for the 29,000 square foot building. Mr. Zacharias noted that the current rented facility is not accredited and has no on-site toxicology. The new facility will provide improved capability and capacity to determine cause of death and suspicious death analysis, real-time data reporting for epidemics

and crime, prioritization of Johnson County autopsies and synergies with the existing public health and crime lab facility.

The County is proposing to finance this project with a ¼ cent sales tax that would have a 10-year sunset and be subject to voter approval in the November, 2016 election. The decision to finance through a sales tax rather than property tax is the benefit of having 22% of the sales tax revenue coming from non-Johnson County residents. 37% of the sales tax collected by the County is shared among cities. Projected revenue for Prairie Village would be \$5.4M over the 10 year period.

Mr. Zacharias provided a comparison of the costs and benefits of a new facility vs. the renovation of the existing facility. Although the cost for a new facility seems high at \$182M, the cost to renovate the existing facility is estimated to be \$216M. The new construction would be completed in four years with renovation done in six phases over 13 years. No coroner's facility would be constructed with the renovation.

Cost comparisons including capital costs, interest on debt, capital replacement program costs and operating costs over a 20 year period have the renovation costing almost twice as much with projected total costs for the new courthouse at \$278 million and Renovation/Expansion of the existing courthouse costing \$439 million.

Sheila Myers confirmed that sales tax revenue must be shared with the cities and asked if there were any limitations on its use. Mr. Zacharias replied there are no restrictions on the city's use of the sales tax revenue; however, the county sales tax revenue can only be spent on public safety.

Jori Nelson asked how the determination was made for the distribution to each city. Mr. Zacharias replied it is determined by an established formula in state statutes covering multiple factors including population.

Eric Mikkelson asked what would become of the existing structure. Mr. Zacharias stated it is to be demolished and the site would become an open green space area. Mr. Mikkelson asked what the impact would be on Prairie Village's sales tax rate. Ms Santa Maria replied it would be 8.975 in areas outside the CID and 9.975 in the CID areas.

Mr. Bennion asked if it was a consideration of the Commission to act independently rather than take the property tax to a public vote. Mr. Zacharias replied the Commission is united in its desire to have this issue decided by a public vote.

COU2016-29 Consider approval of recommendation to hire an additional Building Inspector

Wes Jordan noted that during the 2016 Budget Planning Process, staff alerted Council that it would be likely an additional Building Inspector would need to be hired in order to efficiently handle the current inspection workload and factoring projected construction. No request was made at that time, as staff felt it was appropriate to monitor actual needs. The Codes Department for building inspection services has three employees: (1) Building Official, (1) Building Inspector, and (1) Administrative Codes Support

Specialist. In 2010, an Administrator Codes Support Specialist position was eliminated due to budget constraints and was not replaced.

The uptick of construction since the 2016 Budget Planning Process has demonstrated sustained growth both in remodeling and new residential construction. The current workload is maximizing staff's ability to turn around building plans and complete inspections in an efficient manner to meet the expectations of the consumer(s) who will be paying permit fees with an expectation of timely inspections. And, without an inspection, work cannot continue at the job site until approved by the inspector....the potential job loss cost to contractors will be realized without adequate staffing to complete services. The time for the additional staff is now.

Mr. Jordan reviewed statistics from the past five years demonstrating the sustained increase in building permits processed, building inspections made and plan reviews performed. As the Council is aware, residential "teardown" and new residential construction has more than tripled since 2012.

The following major projects have been approved and are/or soon will be underway with the following projected number of inspections needed.

- Briarwood Elementary (120)
- Meadowbrook - 280 apartments (200), Inn with 50 rooms (90) & Restaurant (45), 70 attached homes (1050), 53 detached homes (795), Senior Living consisting of 120 units of Independent Living (100), 120 units Assisted Living (100), and 90 units of Skilled Nursing (70)
- Mission Chateau - 248 units of Senior Living (200), and 22 (330)Townhomes
- 7501 Mission Road Office Building (45 + tenant finishes)
- Homestead/Evan-Talan Homes - 11 single family homes (165)
- Chadwick Court - 6 single family homes (90)

Ted Odell asked if the staff considered hiring a temporary consultant to fill this need. Mr. Jordan replied staff did explore contracting this service with a 3rd party. This option would cost the City approximately twice as much as hiring an employee with the labor rate at about \$100.00 per hour. Staff did not pursue this idea any further since it was not deemed to be financially viable alternative over time. Due to the size of these projects the projected construction period will cover the next three to four years. If the need is not present at that time, staff reductions will be made. This possibility will be addressed with the candidates during the interview process; however, Mr. Jordan believes the need will remain.

Dan Runion asked how much time a typical inspection would take. Mitch Dringman, Building Official noted that it varies, but an average of 30 minutes could be used as a basis.

Brooke Morehead asked if the inspectors would be assigned specific projects to increase efficiencies or if crossover would be used. Mr. Dringman replied that crossover is intentionally used as it provides a new set of eyes on a project and allows for coverage during vacations or illness.

Sheila Myers noted that the 30 minutes covers inspection time and she would anticipate that there is follow-up reporting involved. Mr. Jordan replied the inspectors have laptops out in the field to allow for that processing in between inspections. Mrs. Myers asked if office space was available. Mr. Jordan replied that will require some creativity, but there are options available.

Terrence Gallagher noted that normal residential remodels and construction are not reflected in the numbers or plan review time. Mr. Jordan acknowledged that only the major projects are reflected to represent what will be need in addition to what is currently being done. He noted that plan review is done by the Building Official and not the building inspectors.

The Council asked what if inspections drop in the future. Staff committed to review inspection numbers and workload and reduce the position if it is not needed in the future.

In the information presented in the Council packet, Mr. Jordan covered the potential financial impact of this action.

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

**MOVE THE CITY COUNCIL APPROVE THE ADDITION OF ONE FTE TO COMMUNITY DEVELOPMENT AUTHORIZED POSITIONS AND DIRECT STAFF TO BEGIN THE PROCESS OF HIRING AN ADDITIONAL BUILDING INSPECTOR TO HANDLE CURRENT AND PROJECTED WORKLOADS AS RECOMMENDED.
COUNCIL ACTION TAKEN
05/02/2016**

COU2016-30 Consider approval of services agreement for preparation of the solid waste bid RFP

Mr. Jordan reported a Request for Proposal was published with the deadline ending April 26, 2016. Mrs. Shockey's company was the only entity that responded with corresponding rates by category of expertise. Mrs. Shockey and Ron Norris will be the primary project team.

The following scope of services was identified:

- Meet with Staff to discuss scope of the project and expected outcomes
- Conduct research on best practices in drafting RFP language
- Communicate with vendors who have expressed interest
- Prepare a comprehensive RFP including service alternatives
- Provide in-person updates to Council/Staff as needed (anticipate 3 Council meeting visits)
- Be assessable to vendors and answer questions as needed
- Finalize selection by July 31, 2016

- Evaluate bids for completeness and accuracy
- Check references of the preferred bidder from similar services provided to other cities or entities
- Assist staff in making a recommendation to City Council

Mrs. Shockey's firm estimated the cost of this project would be approximately \$6,550.00. Mrs. Shockey agreed to an hourly rate of \$125.00 for optional services that could be considered and/or needed as this project moves forward. Staff would only include operational service items on an *as needed* basis. The City Attorney has reviewed the agreement. Mr. Jordan noted that funding is available through the Solid Waste Fund and will not have an impact on the current budget.

Steve Noll stated that Mrs. Shockey is an experienced professional with experience in Prairie Village. Jori Nelson stated that she would like to see a cap on the optional services. Mrs. Morehead stated she was comfortable with staff coordinating those services and expenditures.

Eric Mikkelson made the following motion, which was seconded by Steve Noll and passed unanimously:

MOVE THE CITY COUNCIL APPROVE AN AGREEMENT IN THE AMOUNT OF \$6,550 WITH SHOCKEY CONSULTANT SERVICES, LLC. TO PREPARE A SCOPE OF SERVICES AND SOLID WASTE REQUEST FOR PROPOSAL FOR SOLID WASTE SERVICES CONTRACT BEGINNING IN 2017

**COUNCIL ACTION TAKEN
05/02/2016**

City Attorney Katie Logan advised that Lathrop & Gage represents Olsson & Associates and Superior Bowen, but noted the contracts coming before the Council for approval are not negotiated contracts but the standard contract used by Prairie Village for all capital projects. These have been previously reviewed as to form and she does not view her review and signature as a conflict of interest.

COU2016-31 Consider approval of contract with Olsson & Associates for Meadowbrook Project Inspections

Keith Bredehoeft stated he is excited to be moving forward with this project after months of planning and preparation. 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 a three year period. Eleven firms submitted proposals. Olsson Associates was selected as one of three firms to be used for on-call construction inspection services during 2015, 2016 and 2017.

He is proposing to utilize a consultant for the inspection service to supplement city staff inspection for the construction of the Meadowbrook Public Improvements for street improvements, conspan construction, pond improvements and stream restoration. The execution of this agreement with Olsson & Associates to provide these services in the

amount of \$179,995.50 will take place on May 17, 2016, the date of the Bond Closing. Mr. Bredehoeft noted the inspection services are TIF reimbursable.

Sheila Myers noted that page 10 of the agreement references an Exhibit A which was not included in the packet materials. Mr. Bredehoeft noted that this the standard fee schedule breakdown based on the level of inspection required and stated he would provide a copy for the Council. He noted that sometimes the schedule is referenced in the contract and other times it is not resulting in its omission.

COU2016-32 Consider construction contract with Superior Bowen Asphalt Company for the 2016 Meadowbrook Street Improvements and Stormwater Improvements

On April 21, 2016, bids were opened bids for the project. Van Trust and the City representative were present for the bid opening following the process outlined in the Meadowbrook Public Infrastructure Improvement Agreement approved by City Council on April 18, 2016.

The following bids were received for parts of the Meadowbrook project that are funded by TIF funds with the contractor reporting directly to the City of Prairie Village. The work includes all construction items for the public streets and stormwater improvements.

Superior Bowen	\$5,899,774.34
Kissick Construction	\$6,687,675.70
Emery Sapp & Son's	\$6,983,888.58
Engineer's Estimate	\$8,672,248.70

Cost breakdown for Streets and Stormwater-

Stormwater-	\$1,513,905.45
Streets-	\$4,385,868.89

Mr. Bredehoeft stated that it is anticipated that the County's SMAC (Stormwater Management Advisory Council) Program will provide funds for the stormwater improvements. The exact amount of funding has yet to be determined.

The Engineer and the City have reviewed all bids and recommend award of the low bid. Van Trust, Phelps, and the City did meet with Superior Bowen to discuss the project and confirmed that Superior Bowen understands the work and timelines that is expected of them.

The low bid by Superior Bowen is in line with the estimated costs for these items as detailed on Exhibit C of the developer agreement for the Meadowbrook project. Funding will come from the Meadowbrook TIF with a portion of the stormwater improvements funded by County SMAC funds. Execution of this contract will take place on May 17, 2016, the date of bond closing.

Dan Runion confirmed all three firms were from the Metropolitan area.

Eric Mikkelson stated that given the missing exhibit to the Olsson contract and the addendum to the Superior Bowen agreement he is uncomfortable with Mrs. Logan representing the city and would rather have the contract reviewed by outside counsel.

Quinn Bennion noted with the bond closing on May 17th, this could be placed on the May 16th Council agenda for final approval allowing for the inclusion of the missing exhibit and review by the Assistant City Attorney. However, he noted the contract language is the city's standard language and there has been no negotiation with the contractors or changes to the language.

Eric Mikkelson made the following motion, which was seconded by Sheila Myers and passed unanimously:

**MOVE THE CITY COUNCIL APPROVE THE CONSTRUCTION INSPECTION AGREEMENT WITH OLSSON ASSOCIATES FOR MEADOWBROOK PUBLIC IMPROVEMENTS (MBSTREET & MBDRAINX) AND AUTHORIZE THE MAYOR TO SIGN THE CONSTRUCTION CONTRACT WITH SUPERIOR BOWEN ASPHALT COMPANY FOR THE 2016 MEADOWBROOK STREET IMPROVEMENTS (MBSTREET) AND STORMWATER IMPROVEMENTS (MBDRAINX) AT A COST OF \$5,899,774.34 CONTINGENT ON AN INDEPENDENT LEGAL REVIEW OF THE CONTRACTS AND THE INCLUSION OF THE MISSING EXHIBIT IN THE OLSSON CONTRACT
COUNCIL ACTION REQUIRED**

COU2016-33 Consider approval of Design Agreement with Phelps Engineering for 2016 SMAC Stormwater work for Meadowbrook Park

Keith Bredehoeft announced that he met last Friday with the SMAC review committee and due to the availability of unused 2016 funds, this project was approved for 2016 funding pending action by the Johnson County Board of Commissioners on May 19th.

Phelps Engineering was selected by Van Trust for the Meadowbrook Development project and they have done significant work related to the ponds on the site. The SMAC project includes grading the existing ponds to make them larger to create a regional detention benefit for downstream roads and homes that currently flood. Given Phelps' involvement with the project, staff has selected them to do the design work for the SMAC project. The design fee includes all the work necessary to develop the SMAC project which includes the regional detention ponds as well as channel restoration work on the project site. The design will meet all County SMAC requirements. Mr. Bredehoeft reported that bids for the construction came in under budget and with the SMAC funding \$1M more in funding is available for the park. Exhibit C in the agreement will be updated to reflect this change.

SMAC will fund 75% of the design fee. The remaining 25% of the fee will be funded with TIF funds.

COU2016-34 Consider approval of Engineering Services Agreement with Phelps Engineering for public improvements at Meadowbrook Park

Mr. Bredehoeft noted that Phelps Engineering has been the engineering firm for Van Trust on the Meadowbrook Development project. Work to date, including all work to develop the plans through final completion, has been paid by VanTrust and will be reimbursed by TIF funds after Bond closing. This agreement with Phelps and the City of Prairie Village includes all work necessary for the public street improvements going forward including the acceptance of the final plans for the public street work that have been developed to date. This contract includes the work to make plan adjustments, attend field meetings, and to support the construction process and will be funded by TIF funds.

Sheila Myers made the following motion, which was seconded by Ted Odell and passed unanimously:

MOVE THE CITY COUNCIL APPROVE THE DESIGN AGREEMENT WITH PHELPS ENGINEERING FOR THE 2016 SMAC STORMWATER DESIGN WORK FOR MEADOWBROOK PROJECT (MBDRAINX) IN THE AMOUNT OF \$198,275 AND THE DESIGN AGREEMENT WITH PHELPS ENGINEERING FOR THE 2016 MEADOWBROOK PUBLIC STREET IMPROVEMENTS (MBSTREET) IN THE AMOUNT OF \$49,995.00

**COUNCIL ACTION TAKEN
05/02/2016**

Expanded Exterior Grant Discussion

Jori Nelson presented information on the origin and history of the Exterior Grant Program which began in 2007 as an initiative of former Councilman Michael Kelly with the coverage areas being determined using a map of codes violations from 2003 - 2005. Eligibility requirements are that the property is located within the identified areas, taxes are current, property insurance is in effect and the proposed work conforms to City Code.

The program was revised in 2010 extending the identified areas eligible to participate in the program. The original area covered 1.1 square miles of Prairie Village. The current area covers 1.69 square miles. Property does not have to have code violations to participate although that was the impetus for establishing the program.

Ms Nelson stated she has the following issues with the current program:

- It is subsidizing homes with appraised values over \$200,000 including one recipient in 2015 with a home appraised value of \$406,000.
- The program is not being used in the manner which was intended and approved.
- In the last three years, only 2 of 73 recipients were directly related to a documented codes violation.
- The March 1 application date doesn't serve code violations occurring March 2 through January 1st.
- Those receiving code violations often can't afford the \$5,000 minimum required expenditure.
- The program includes new construction.

- The program excludes 75% of the taxpaying residents.
- The designated “areas” are arbitrary.

Ms. Nelson provided the following analysis of the 2015 program:

Area	# of Grants	Ave. Home Value	Ward
1	4	\$204,275	Ward 2
2	8	\$150,737 \$139,000 \$185,600	Total Area Ward 2 Ward 4
3	13	\$181,484 \$216,328 \$140,716	Total area Ward 3 Ward 6

Ms. Nelson noted that for the most part the homes receiving the grant funds are spread out throughout the area and do not reflect changes being made in specific neighborhoods. She would like to see grant eligibility opened up to the entire city and based on a property’s appraised value. She presented the following data on average appraised values of past grant recipients:

	2010	2011	2012	2013	2014	2015
Area 1	\$144k	\$162k	\$177k	\$167k	\$177k	\$204k
Area 2	\$191k	\$139k	\$148k	\$188k	\$133k	\$151k
Area 3	\$124K	\$154k	\$158k	\$129k	\$161k	\$181k

Ms. Nelson reported that 11 grant applications have been received for the 2016 program with an averaged appraised value of \$182,000 (highest \$220,000) for a total of \$21,000 in grant funds.

Ms. Nelson stated she would like the Council to consider the following changes for the 2017 Exterior Grant Program:

- All Prairie Village residents are eligible for grant money as long as they meet the agreed upon criteria.
- A Johnson County Appraisal accompanies the application and would not exceed \$175k appraised value. (She noted under this criteria 3,769 homes would qualify)
- Offer the program on a twice a year basis (March and June) with \$25,000 for each application deadline in order to address codes violations in a more timely manner not to exceed \$50k.
- Includes only existing homes and structures.
- Reduce the resident’s minimum cost from \$5,000 to \$2,500 so that code violations are more likely to be addressed.

Ms. Nelson stated increased home value is increased home value. It should not be limited to arbitrary boundaries established five years ago.

Ted Odell expressed concern with the amount of staff time this issue, which has not been identified as a Council priority, is taking. Mr. Odell distributed additional information raising several issues he saw with the proposed changes stating that there needs to be more involvement in the analysis of this city program than one person and suggested that an ad-hoc committee of council members be formed to review the program and come back with a committee recommendation for consideration by the Council.

Eric Mikkelson stated he supported Ms. Nelson's proposal, noting an individual in his Ward who was unable to participate in the program because she lived one block outside of the identified grant area. He is troubled by the focus on code violations rather than encouraging residents to invest in their property. He feels this should be done in a fair manner. He is ok with the \$175,000 threshold and sees it benefitting the entire city in bringing up lower property values.

Terrence Gallagher stated the Council has spent three meetings talking about this. He is not sure it is a good use of Council time to review individual council member's proposals. If it is not broken, why are we reinventing it.

Eric Mikkelson stated that he read the comments from Mr. Kelly; however, he wants to move in another direction. This is a \$45,000 issue, does it really need a committee to discuss.

Council President Brooke Morehead recessed the meeting at 7:30 for the City Council meeting. The Committee will reconvene after the conclusion of the City Council meeting.

Council President Brooke Morehead reconvened the Council Committee of the Whole meeting at 9:15 p.m.

Ted Odell moved to establish an ad-hoc committee to review the Exterior Grant Program and proposed changes and bring back a recommendation to the City Council at a future meeting. The motion was seconded by Terrence Gallagher and passed by a vote of 7 to 5 with Nelson, Schermoly, Myers, Morehead and Runion voting in opposition.

First Quarter Financial Report

Lisa Santa Maria reported that at the end of the first quarter the city revenues are at 29.3% of projections, while expenditures are at 36% of appropriations. The budgeted fund balance at the beginning of 2016 was \$5,762,287 with a preliminary actual fund balance of \$6,934,702.

Franchise Fee revenues are \$33,300 less than last year and at 15.9% of budgeted estimate. Due to the mild winter, Kansas Gas distributions are down 25% compared to the same period last year. Recreation fees are down and are at 2.2% of budget estimate. Nolan Sunderman is projecting recreation revenue to be less than past years.

2017 Preliminary General Fund Revenue Assumptions

Mrs. Santa Maria noted that 83% of the city's revenue comes from the following sources: 1) Property Tax (30%), 2) Sales Tax (27%), 3) Franchise Fees (11%), 4) Charges for Services (9%) and 5) Fines and Fees (6%).

Tax Lid Legislation

Under this legislation, counties and cities can only approve increases in property tax dollars at or below the rate of inflation with voter approval. The inflation measure utilized would be a five-year rolling average. The legislation has provided for some exemptions. Those of interest to Prairie Village include:

- Construction of new structures, improvements, remodeling or renovation of existing structures or improvements on real property, exclusive of ordinance maintenance or repair;
- Increased personal property valuation;
- Real property that has changed in use;
- Certain bond and interest payments;
- Certain special assessments;
- Expenditures used exclusively for increased law enforcement, but not for the construction or remodeling of buildings.
- Principal and interest on state infrastructure loans, bonds, temporary notes, no-fund warrants and certain payments made to public building commissions and lease payments.

Mrs. Santa Maria noted the impact of the tax lid law will not have an immediate impact, but will steadily become more of an issue in the next decade. Among the unintended consequences are:

- Service prioritization and cuts
- Time spent determining which revenues are covered by law and which are not
- Confusion
- Cities and counties may raise Mill Levy rates to smooth revenue bumps
- No benefit for "Pay as you Go"
- An increase in the number of projects bonded increasing debt
- Use of alternative revenues such as sales tax, fees and licenses
- Lower credit rating.

Mrs. Santa Maria advised the Council that 2017 may be the last year the city can raise the mill levy with voter approval and this needs to be discussed during the budget consideration.

Mrs. Santa Maria reported that the motor vehicle tax estimate has not been received so the 2016 estimate was used in projections. The 2017 revenues include a 4.98% increase in appraised values. Based on trends and the current economy, staff are forecasting growth of 1.5% over the 2016 budget and a 3.01% growth over 2015 actuals in 2017. Johnson County sales tax projections are going down; therefore, staff is forecasting conservatively with a growth rate of 0.1% for 2017, but 1.05% growth over 2015 actuals.

Terrence Gallagher asked staff to make the Council aware of other governmental entities that are proposing mill levy increases.

Jori Nelson asked how the city would be using the city's portion of the ¼ cent sales tax if it is approved. Mr. Bennion replied the Council will discuss the potential earmarking of those funds at a later meeting and determine whether or not they will be designated.

Franchise fees represent 11% of total revenue. KCP&L has changed their distribution of these fees from semi-annually to monthly. Staff is forecasting a growth rate of 5.7% in 2017, but an essentially flat growth rate over 2015 actuals. Jori Nelson asked about franchise fees from Google. Mr. Bennion replied that the city would get limited fees from Google for television/cable and possibly telephone services. Mr. Gallagher noted that with people switching to Google, Time Warner franchise fees will go down.

Lisa Santa Maria reviewed the city's debt schedule and noted that prior to the issuance of bonds this evening, the city would have been debt free in 2021.

The next meeting staff will cover some of the departmental operating budgets. Budget binders will be delivered to Council members prior to the next meeting. Brooke Morehead confirmed that the Economic Development Fund would be discussed at the last budget meeting.

ADJOURNMENT

With no further action to come before the Council Committee of the Whole, Council President Brooke Morehead adjourned the meeting at 9:45 p.m.

Brooke Morehead
Council President



THE CITY OF PRAIRIE VILLAGE *Star of Kansas*

April 18, 2016

Kendall and Patricia Schaaf
8405 Juniper Ln.
Prairie Village, KS 66208

Dear Mr. and Mrs. Schaaf,

After reviewing your case (2016-00589) concerning your German Shepherd mix "Otto" viciously attacking another dog we are deeming your dog dangerous as per 2-103 of the Prairie Village City Ordinances:

Where City records indicate a dog or cat has attacked or bitten any person and/or domestic animal without provocation, all known facts shall be considered in determining whether the dog or cat is a "dangerous animal".

Based on the facts of the case, there are two courses of action allowable by ordinance. The first is the permanent removal of your dog from the city, while the second is for you to maintain your dog with increased security precautions. This would involve obtaining a permit for your dog as specified:

2-117b- PERMIT REQUIRED

"No person owning, harboring or having charge, custody, control or possession of any dangerous animal shall allow such animal to remain within the City unless and until he/she has first secured and renewed a permit in accordance with this chapter to do so and complies with all terms and conditions of such permit; and, in addition thereto, such animal shall at all times be so confined, controlled and restrained in such a manner so the life, limb or property of any person lawfully entering into premises shall not be endangered."

In order to obtain a permit you must apply to the City Clerk's office. Explanation of how to apply for a permit can be found in Section 2-120 and provisions and/or requirements for keeping a dangerous animal can be found in Section 2-121. Within ten days of receipt of this notice you must either obtain a permit or written notice or statement of appeal to the Governing Body. Explanation on how to file an appeal can be found in Section 2-127.

CSO Allie Jasminski A16

CSO Allie Jasminski A16

Prairie Village Police Department

WRITTEN NOTICE AND STATEMENT OF APPEAL

May 1, 2016

The Governing Body of the City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208

Ladies and Gentlemen:

Please accept this written notice to appeal the designation of our German shepherd, Otto, as "dangerous" per case 2016-00589. We wish to exercise our rights of appeal as outlined in section 2-127(a)(1) of the Prairie Village Municipal Code.


We wish to base our appeal on two factors:

- 1) We strongly dispute the alleged facts of the incident on 3/22/2015. This incident involved four dogs of similar size that had a mutual engagement through a wrought iron fence. Our two dogs and the Stanfield's two dogs remained on their respective properties; all four were engaged in the incident. At no time did the Stanfields inform us that it was their opinion Otto was either the sole aggressor or the responsible party for the injury. In fact, on more than one occasion (both written and spoken), Scott Stanfield stated that given the four dogs' involvement, there was no reasonable way to determine who bit whom – and therefore declined our offer of partial compensation. Regardless, we do not believe this incident satisfies the condition as outlined in section 2-103(a) as an attack "without provocation" to be used in the determination of a dangerous animal.
- 2) While we do not dispute the facts of the incident on 3/4/2016, we would like to point out that – as the facts show – the incident happened as a result of a failure of owner control. If we had remained in control of Otto, the incident simply wouldn't have happened. While we deeply regret that the incident took place, we do not believe that the failure of an owner should result in an animal being deemed "dangerous" in Prairie Village.

Given that (1) we do not believe the incident of 3/22/2015 satisfies the condition of a "dangerous" encounter and (2) the incident of 3/4/2016 is reflective of an error on the part of the owner, we respectfully request that the designation of "dangerous" be removed from case 2016-00589.

To demonstrate that we understand the severity of the situation, we have already undertaken or are actively taking steps toward complying with conditions (a) through (h) as outlined in section 2-121. However, in viewing the totality of the situation, we do not believe Otto to be a "dangerous" animal and do not believe he should be labeled as such.

Sincerely,


Kendall and Patty Schaaf
8405 Juniper Lane

INCIDENT DATA

INCIDENT / INVESTIGATION REPORT

OCA	2016-00589
Date / Time Reported	
FR Mar 4, 2016 14:07	
Last Known Secure	
FR Mar 4, 2016 14:07	
At Found	
FR Mar 4, 2016 14:07	
<input type="checkbox"/> Att	
<input type="checkbox"/> Com	

Agency Name <i>Prairie Village Police Department</i>
ORI <i>KS0460700</i>

#1	Crime Incident <i>INFORMATION - ANIMAL BITE</i>	UCR: 999	Local Statute: 88 8889 AB	<input type="checkbox"/> Att	<input checked="" type="checkbox"/> Com
#2	Crime Incident	UCR:	Local Statute:	<input type="checkbox"/> Att	<input type="checkbox"/> Com
#3	Crime Incident	UCR:	Local Statute:	<input type="checkbox"/> Att	<input type="checkbox"/> Com

Location of Incident <i>8445 Juniper Ln, Prairie_village, KS 66207</i>	Premise Type <i>Single Residence (Including</i>	Offense Tract
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How Attacked or Committed	
Weapon / Tools	Forcible Entry <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

# Victims	I	Type Individual	Injury None	Residency Status Unknown		
Victim/Business Name (Last, First, Middle)		Victim of Crime #		Age / DOB	Race	Sex
V1 <i>Covington, Emily Anne</i>		I		28	W	F
Home Address		Relationship to Offenders		4/5/1987	W	F
<i>8445 Juniper St, Prairie Village, KS 66207</i>				Home Phone <i>(318) 578-1156</i>		
Employer Name/Address		Business Phone				
VYR	Make	Model	Style	Color	Lic/Lis	VIN

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim) I = Other Involved

Code	Name (Last, First, Middle)	Victim of Crime #	Age / DOB	Race	Sex
OW	<i>Schaaf, Patricia W</i>		49	W	F
Home Address			Home Phone		
<i>8405 Juniper Ln, Prairie_village, KS 66207</i>			<i>(913) 669-8695</i>		
Employer Name/Address			Business Phone		

Code	Name (Last, First, Middle)	Victim of Crime #	Age / DOB	Race	Sex
Home Address			Home Phone		
Employer Name/Address			Business Phone		

Status Codes L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found U = Unknown
(Check "OJ" column if recovered for other jurisdiction)

Victim #	UCR	Status - Date	Value	OJ	QTY	Property Description	Make/Model	Serial Number

Number of Vehicles Stolen <i>0</i>	Number Vehicles Recovered <i>0</i>
------------------------------------	------------------------------------

ID	Officer <i>(65016) JASMINSKI, ALEXANDRA</i>	Officer Signature	Supervisor Signature <i>(60124) WASHINGTON, IVAN</i>
	Complainant Signature	Case Status: <i>Closed/cleared</i> <i>March 4, 2016</i>	Case Disposition: <i>Not Applicable</i> <i>Mar 4, 2016</i>

Incident / Investigation Report

Prairie Village Police Department

OCA: 2016-00589



Status Codes L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found U = Unknown

D R U G S	Status	Quantity	Type Measure	Suspected Drug Type

O F F E N D E R	Offender(s) Suspected of Using <input type="checkbox"/> Drugs <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Alcohol <input type="checkbox"/> Computer	Offender 1 Age: Race: Sex:	Offender 2 Age: Race: Sex:	Offender 3 Age: Race: Sex:	Primary Offender Resident Status Resident Non-Resident Unknown
		Offender 4 Age: Race: Sex:	Offender 5 Age: Race: Sex:	Offender 6 Age: Race: Sex:	

S U S P E C T	Name (L, F M) AKA			Home Address			Home Phone			
	Occupation			Business Address			Business Phone			
	DOB. / Age		Race	Sex	Hgt	Wgt	Build	Hair Color	Eye Color	
							Hair Style	Hair Length	Glasses	
	Scars, Marks, Tattoos, or other distinguishing features (i.e. limp, foreign accent, voice characteristics)									
	Hat		Shirt/Blouse			Coat/Suit			Socks	
	Jacket		Tie/Scarf			Pants/Dress/Skirt			Shoes	
	Was Suspect Armed?		Type of Weapon			Direction of Travel			Mode of Travel	
VYR	Make	Model	Style/Doors	Color	Lic/Lis	Vin				
Suspect Hate / Bias Motivated: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				Type:						

W I T N E S S	Name (Last, First, Middle)				D.O.B.	Age	Race	Sex
	Home Address				Home Phone	Employer		Phone

N
A
R
T
I
V
E

On 3/4/16 at 1400hrs I recieved a call from Emily Covington of 8445 Juniper Ln. Prairie Village, KS 66208 PH: 318-578-1156 about a dog bite that ocured at approximately 0945hrs on 3/4/16. Her 5 month old, male, intact, brown and tan, long haired mini Daschund "Oskar" was bitten in his front yard. Oskar recieved a 1 year rabies vaccine on 2/25/16 from Prairie Village Animal Hospital at 4045 Mission Rd. PH: 913-642-7060 and is exempt from being licensed because he has not yet reached 6 months of age. Both parties state that Patty Schaaf was walking her 2 dogs when "Otto" ran into the front yard of 8445 Juniper Ln and bit Oskar who was unattended on a leash in the front yard. The bite resulted in gashes extending the width of his back, side, and stomach. Oskar was treated at Prairie Village Animal Hospital where he recieved stitches as well as treatment for punctures to his intestinal cavity and lung cavity. A picture of the bite is attached.

The attacking dog is owned by Patty and Kendall Schaaf at 8405 Juniper Ln. PH: 913-669-8695. The dog "Otto" is a 4 1/2 year old, male, altered, brown and tan German Shepherd mix. He is current on his rabies vaccine and licensed within the City of Prairie Village with tag #07124. He recieved a 3 year rabies vaccine on 10/8/15 from Noah's Ark Animal Clinic at 6305 Main St. Kansas City, MO 64113

Incident / Investigation Report

Prairie Village Police Department

OCA: 2016-00589

Officer's Narrative (continued)

PH: 816-361-6822. Because the dog is current on his rabies shot and licensed within Prairie Village the dog is being impounded at home beginning on 3/4/16 and is eligible for release on 3/14/16. Patty Schaaf was issued a NTA (08568) for her dog running loose.

Incident / Investigation Report

Prairie Village Police Department

OCA: 2016-00589

Additional Officer Supplements

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Officer (65016) JASMINSKI, ALEXANDRA

Supplement Type: INFORMATION

Date / Time 3/19/2016 16:13

Otto was released from home impound on 3/19/16 with no signs of rabies. Johnson County and the victim were notified.

Incident / Investigation Report

Prairie Village Police Department

OCA: 2016-00589

Additional Officer Supplements

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Officer (65016) JASMINSKI, ALEXANDRA

Supplement Type: INFORMATION

Date: 5/25/2016 12:20

It was determined that the Schaaf's did not cover the \$591.90 expense of the Starfield's as previously noted.

On 4/22/2016 the Schaaf's received their certified letter declaring Otto a 'dangerous dog'. They have until the end of the day on 5/2/2016 to file a written appeal with the City Clerk.

On 5/2/2016 Patricia Schaaf submitted written notice of appeal. City Council will decide on the matter on 5/16/2016.

Incident / Investigation Report

Prairie Village Police Department

OCA: 2016-00589

Attached Picture: 2016-00589.JPG



STATE OF KANSAS
County of Johnson
City of Prairie Village

NO. PV 08568

AFFILIATED COMPLAINT NO. 2016-60589

THE UNDERSIGNED COMPLAINS THAT

ON THE 4th DAY OF March 2016 AT 9:45 PM

NAME Schauf Patricia W.

STREET ADDRESS 8405 Juniper Ln.

CITY Prairie Village STATE KS ZIP CODE 66208

BIRTH DATE 08/19/1966 RACE W SEX F

DID UNLAWFULLY AT (LOCATION) 8445 Juniper Ln.
Within the City of Prairie Village, County of Johnson, and State of Kansas, commit the following offense.

DOG AND CAT CONTROL LICENSE FEE (DOG/CAT)

ASSAULT BATTERY

UNLAWFUL INTERFERENCE WITH LAW ENFORCEMENT OFFICER UNLAWFUL POSSESSION OR CONSUMPTION OF ALCOHOL, LIQUOR OR CEREAL LIQUID BEVERAGES

THEFT RESIST ARREST

CRIMINAL DAMAGE TO PROPERTY CRIMINAL TRESPASS

LITTERING DISORDERLY CONDUCT

OTHER OTHER

In violation of PMAC Ord. 83285 Sec. 2-10B

In violation of PMAC Ord. 83285 Sec. 2-10B

In violation of PMAC Ord. 83285 Sec. 2-10B

SIGNATURE OF COMPLAINANT *Weslinski Aile*

NOTICE TO APPEAR: The City of Prairie Village, Kansas, to the above-named accused person. You are hereby summoned to appear before the Municipal Court of Prairie Village, Kansas

on the 15th day of March 2016 on TUESDAY AT 8:00 AM

at 7700 Mission Road to answer the above-complaint. If you fail to appear, a warrant will be issued for your arrest.

RETURN: The undersigned hereby certifies that on the 4th day of March 2016, the notice to appear for the above court date was (Circle One) served mailed or delivered.

LAW ENFORCEMENT OFFICER SIGNATURE: *Weslinski Aile* SER. NO. *916*

I AGREE TO APPEAR IN SAID COURT AT SAID TIME AND PLACE

SIGNATURE OF ACCUSED PERSON: *mailed*

White Copy - Complaint Pink Copy - Police Report Mailable Copy - Notice to Appear

PV 08568

7015 1520 0001 7409 3201

U.S. Postal ServiceSM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Confidential Mail Form
Extra Service Fee (from label fee, add fee as appropriate)
 Return Receipt (hardcopy)
 Return Receipt (electronic)
 Certified Mail Restricted Delivery
 Adult Signature Required
 Adult Signature Restricted Delivery

Postmark
Here

March 4 2016

Total Postage and Fees

Patricia Schauf

Street and Apt. No. or PO Box No.
8405 Juniper Ln

City, State, ZIP+4[®]
Prairie Village KS 66208

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

VICTIM INFORMATION

Name of Victim: Emily Covington "Oskar" Birth Date: 04/05/1987 Age: 28 Sex: F
Address: 8445 Juniper Ln. City: Prairie Village State: KS ZIP: 66208
Telephone: Home: _____ Work: _____ Cell: 318-578-1156 Email: _____

HEALTHCARE INFORMATION

Healthcare Provider Consulted: Prairie Village Animal Hospital
Telephone: 913-642-7060 Fax: _____ Email: _____
Description/Anatomical Site of Exposure(s): 2 gashes along back, side, stomach

EXPOSURE INCIDENT INFORMATION

Date of Exposure: 3/4/16 Address of Exposure: 8445 Juniper Ln
Exposure Type: Bite Non-Bite (Saliva or Nervous Tissue Exposure) Non-Bite (Scratch or Abrasion) None
Persons Exposed to Animal: Victim Owner Reporting Officer DVM/Staff Other Animal None

DESCRIPTION OF INCIDENT/COMMENTS

Oskar was in his yard when Patty Schaaf and her 2 dogs were walking by. 1 dog - a male German Shep. mix - ran into the yard and bit Oskar

ANIMAL OWNER INFORMATION

Animal Owner: Patty Schaaf Relationship to Victim: neighbor
Address: 8405 Juniper Ln. City: Prairie Village State: KS ZIP: 66208
Telephone: Home: 913-648-3856 Work: _____ Cell: 913-669-8695 Email: _____

ANIMAL INFORMATION

Species: Canine Breed: German Shepherd mix Color/Description: black/copper
Age: 4 1/2 Sex: M Intact? Yes No Owned Pet? Yes No Unknown Origin: _____
Date of Last Rabies Vaccination: Known 10/08/13 3yr. Unknown No Vaccine Available for Species
Veterinarian/Veterinary Facility: Noah's Ark Phone: 816-361-6822 Fax: _____
Was animal injured at time of exposure? Yes No Did animal appear sick at time of exposure? Yes No
Was bite provoked? Yes No If yes to previous, explain: _____
Status of Animal: Alive - 10 Day Isolation Alive - 45 Day Observation Alive - 6 Month Quarantine
Location of Isolation/Observation/Quarantine: 8405 Juniper home Begin Date: 3/4/16 End Date: 3/14/16
Deceased Date Deceased: _____ Euthanized? Date Euthanized: _____ Unknown (reason): _____
Cause of Death/Euthanasia: _____ Submitted for Rabies Testing? Yes No Submittal Date: _____

REPORTING OFFICER INFORMATION

Reported By: CSD Jasminski, A16 Department: Prairie Village PD Date of Report: 3/4/16
Address: 7710 Mission Rd.
City: Prairie Village State: KS ZIP: 66208
Telephone: 913-385-4631 Fax: _____ E-mail: cjasminski@pvkansas.com

Johnson County Department of Health and Environment Information Only:

Date Received: _____ Case Number: _____ EpiTrax Number: _____ Status: _____
Date Investigation Began: _____ Date Investigation Completed: _____ Investigator Name: _____

Johnson County Department of Health and Environment
RABIES EXPOSURE – HUMAN INVESTIGATION FORM (ANIMAL BITE)

DESCRIPTION OF INCIDENT:

Oskar was in his yard when Patty Schaaf and her 2 dogs were walking by. One dog - a male German Shep. Mix - ran into the yard and bit Oskar.

ANIMAL(S) CAUSING EXPOSURE INFORMATION

Number of animals causing exposure? 1

List each animal separately:

<u>SPECIES</u>	<u>COLOR / DESCRIPTION</u>	<u>OWNED ANIMAL</u>	<u>PROOF OF CURRENT RABIES VACCINATION</u>	<u>ANIMAL AVAILABLE FOR TESTING / OBSERVATION</u>
<u>Canine</u>	<u>German Shep. mix brown/copper</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKNOWN <input type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

1) Was/were the animal(s) exhibiting signs/symptoms of rabies at the time of exposure? YES NO UNKNOWN
 Unusual aggression Wild animal not afraid of people Nocturnal animal active in daytime
 Excessive salivation Difficulty swallowing Impaired movement Paralysis

2) Was it possible that the animal(s) had any contact with any potential rabies vectors? YES NO UNKNOWN
 Bats Skunks Raccoons Coyotes Foxes Stray Dogs Stray Cats

If YES or UNKNOWN was selected for one or both of the previous questions, a Rabies Exposure may have occurred.

3) DOES THIS INVESTIGATION INDICATE A POSSIBLE RABIES EXPOSURE? YES NO

• If YES, complete the following actions:

- o Contact JCDHE Disease Containment at 913-826-1303.
- o Complete JCDHE RABIES EXPOSURE – DETAILED INFORMATION FORM.
- o Complete JCDHE RABIES EXPOSURE – ANIMAL DISPOSITION FORM.
- o Fax completed forms to JCDHE Disease Containment at 913-826-1300.
- o Direct exposed person(s) to a healthcare provider for immediate care.

• If NO, incident does not need to be reported to JCDHE Disease Containment. Appropriate medical care for injured person(s) and/or actions by Animal Control Officers should be continued as warranted.

Johnson County Department of Health and Environment Information Only:

Date Received: _____ Case Number: _____ Eplitrax Number: _____ Status: _____

Date Investigation Began: _____ Date Investigation Completed: _____ Investigator Name: _____

AGREEMENT FOR ANIMAL CONFINEMENT

Date	Complaint-Animal Bite Case #	Prairie Village Tag #	Pet Name
31 4 12016	2016-00589	07124	OTTO

I, KENDALL SCHAAF the undersigned, being the legal owner of a
(Owner Name)

GERMAN SHEPHERD residing at 8405 JUNIPER LN
(breed) (Address)

Prairie Village, Kansas, do hereby agree to confine said animal on my property for a period of
10 days commencing this date 3/4/2016 In accordance with Prairie
(Date)

Village Municipal Code 2-136, Subsection E, Part 2. I also agree to allow said animal to be
examined periodically to determine the animal's physical condition during the confinement
period.

KENDALL SCHAAF
Owner - Print Name

[Signature]
Owner - Signature

8405 JUNIPER LN
Address

(913) 449-3854
Telephone Number

[Signature]
Witnessed by - Signature

3/4/16
Date

116
Badge #

Euthanized, submitted for testing

Submitted by: _____
Date submitted: _____

10 Day Isolation (animal bites a person)

Location of isolation:

- Owner's Home
 Veterinary Office _____
 Animal Shelter

Isolation start date: 3/4/16

Isolation end date: 3/14/16

Did the animal survive the 10 day isolation?

- Yes
 No

Released by: CSO Jasminka

If no, was specimen submitted for testing?

- Yes
 No

Submitted by: _____
Date submitted: _____

45 Day Observation (rabies-vaccine-current-animal bitten by another animal)

Location of observation:

- Owner's Home
 Veterinary Office _____
 Animal Shelter

Observation start date: _____

Observation end date: _____

Was animal rabies vaccinated at initiation of observation?

- Yes
 No

Vaccination date: _____

Did the animal survive the 45 day observation?

- Yes
 No

Released by: _____

If no, was specimen submitted for testing?

- Yes
 No

Submitted by: _____
Date submitted: _____

6 Month Quarantine (rabies-vaccine-not-current-animal bitten by another animal)

Location of quarantine:

- Owner's Home
 Veterinary Office _____
 Animal Shelter

Quarantine start date: _____

Quarantine end date: _____

Was animal rabies vaccinated 1 month prior to end of quarantine?

- Yes
 No

Vaccination date: _____

Did the animal survive the 6 month quarantine?

- Yes
 No

Released by: _____

If no, was specimen submitted for testing?

- Yes
 No

Submitted by: _____
Date submitted: _____

Unavailable Reason: _____

Additional Notes: _____

*** At end of isolation/observation/quarantine period, please fax results to JCDHE Disease Containment at 913-826-1303. ***

Johnson County Department of Health and Environment Information Only:

Date Received: _____ Case Number: _____ Epitrax Number: _____ Status: _____

Date Investigation Began: _____ Date Investigation Completed: _____ Investigator Name: _____

MAYOR'S ANNOUNCEMENTS

Monday, May 16, 2016

Committee meetings scheduled for the next two weeks:

VillageFest Committee	05/19/2016	5:30 p.m.
Environment/Recycle Committee	05/25/2016	5:30 p.m.
Council Committee of the Whole	06/06/2016	6:00 p.m.
City Council	06/06/2016	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present the works of “The Saturday Group” in the R. G. Endres Gallery during the month of May. The artists’ reception will be Friday, May 13th, from 6:30 to 7:30 p.m.

Recreation sales have begun. Pool will open for the 2016 season on Saturday, May 28th at 11 a.m.

Congratulations to Terrence Gallagher, Meghan Buum and Wes Jordan on their graduation from the Northeast Johnson County Leadership Program on Thursday, May 19th at the Overland Park Marriott from 11 a.m. to 1 p.m.

Join the celebration at the Ground Breaking ceremonies for the Meadowbrook Project on Monday, May 23rd at 11 a.m.

City offices will be closed on Monday, May 30th in observance of the Memorial Day Holiday. Trash services will be delayed one day that week as Waste Management also observes the Monday holiday.

INFORMATIONAL ITEMS
May 16, 2016

1. Planning Commission Minutes - April 5, 2016
2. Park & Recreation Minutes - March 9, 2016
3. Environment/Recycle Committee Minutes - March 23, 2016
4. VillageFest Committee Minutes - March 24, 2016
5. PV Arts Council Minutes - April 6, 2016
6. JazzFest Committee Minutes - April 12, 2016
7. Mark Your Calendar

PLANNING COMMISSION MINUTES
April 5, 2016

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, April 5, 2016 in the Municipal Building Council Chambers at 7700 Mission Road. Chairman Nancy Wallerstein called the meeting to order at 7:00 with the following members present: James Breneman, 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; Eric Mikkelson, Council Liaison; Keith Bredehoeft, Director of Public Works and Joyce Hagen Mundy, Commission Secretary.

APPROVAL OF MINUTES

James Breneman moved for the approval of the minutes of the Planning Commission for March 1, 2016 as submitted. The motion was seconded by Jonathan Birkel and passed by a vote of 6 to 0 with Gregory Wolf abstaining.

PUBLIC HEARINGS

PC2016-04 Request for Amendment to Special Use Permit
For Veterinary Clinic
8823 Roe Avenue

Chairman Nancy Wallerstein noted that the applicant has asked that this application be continued.

NON PUBLIC HEARINGS

PC2016-108 Request for Temporary Use Permit
4801 West 79th Street

Dr. Trista Perez Crawford with Children's Mercy South noted they are proposing to once again provide an eight-week Summer Treatment Program for approximately 50 children with ADHD. The program is proposed to be held at the Kansas City Christian School from June 6, 2016 through July 29, 2016. The hours of operation will be 7:30 am to 5:30 pm; Monday, Tuesday, Wednesday, and Friday; and 7:30 am to 8:00 pm on Thursday. Staff will train the previous week, May 31st through June 3rd. The program will use several classrooms, the lunch room, the gymnasium, and the outdoor playgrounds. The proposed Summer Treatment Program will use the existing building, parking lots, and outdoor areas and there will be no changes made to the property.

Nancy Wallerstein confirmed that the same Summer Treatment Program was offered at this location in 2014 and 2015 and Kansas City Christian School and the City did not receive any complaints about the use.

Chris Brewster noted that since the short-term use is for more than 30 days, it requires Planning Commission approval. The Planning Commission may approve the temporary use permit provided that the application meets the following:

1. The applicant shall submit in written form a complete description of the proposed use, including drawings of proposed physical improvements, estimated accumulation of automobiles and persons, hours of operation, length of time requested, and other characteristics and effects on the neighborhood.

The applicant has provided a detailed description of the proposed operation, as follows: The applicant has submitted a description of the program, floor plans of the area to be used. There will be approximately 50 children and 27 staff (20 counselors, 2 teachers, and 5 psychologists). There will be no external changes to the facility or grounds so it should have no adverse effects on the neighborhood. The program will use approximately 50 parking spaces for either drop of or day parking. The site is more than adequate to accommodate them. This provides a needed service for the community and is a good use of a facility that would remain unused for the summer.

2. If approved, a specific time period shall be determined and a short-term permit shall not be operated longer than the period stipulated in the permit.

The applicant has requested that the short-term use be approved for the period from June 6, 2016 through July 29, 2016, with staff training May 31 through June 3, and that would be the maximum time of operation that would be permitted.

3. Upon cessation of the short-term permit, all materials and equipment shall be promptly removed and the property restored to its normal condition. If after giving full consideration to the effect of the requested short-term permit on the neighborhood and the community, the Planning Commission deems the request reasonable, the permit for the short-term use may be approved. Conditions of operations, provision for surety bond, and other reasonable safeguards may be written into the permit. Such permit may be approved in any zoning district.

There will be no external changes to the building and grounds; therefore, no adverse effects on the adjacent neighborhood.

Nancy Wallerstein asked if the permit could be issued for more than one year since this is an ongoing event. Mr. Brewster replied the provisions for a temporary use permit only allow for a short term permit, but noted this could be investigated for future applications.

Gregory Wolf moved the Planning Commission approve PC2016-108 granting a Temporary Use Permit to Children's Mercy Hospital for an ADHD Summer Treatment Program at 4801 West 79th Street subject to the following conditions:

1. That the temporary use permit for the ADHD Summer Treatment Program be approved for a period from June 6, 2016 through July 29, 2016, with staff training May 31 through June 3.

2. That the hours of operation shall be from 7:30 am to 5:30 pm on Monday, Tuesday, Wednesday, and Friday, and 7:30 am to 8:00 pm on Thursday.
3. That the Summer Treatment Program uses the existing building, parking, driveways, and playgrounds and will make no external changes to the property.
4. That the applicant properly maintains the exterior area of the property and will leave it in an acceptable condition when the program ends on July 29th, 2016.

The motion was seconded by James Breneman and passed unanimously.

PC2016-109 Request for Sign & Sign Standard Approval 7830 State Line Road

Steve Sakoulas, 1222 McGee Street, stated he is seeking to replace the signs on the office building he owns at 7830 State Line Road and move his law practice permanently to this location. As it is a multi-tenant building he is also requesting approval of sign standards for the building.

Chris Brewster noted that this building has previously not had sign standards approved for this location, as permitted by the City's sign regulations. In 2011 the Planning Commission did approve a monument sign for this location, provided that if any other building signs were proposed, and overall sign package for the building should be submitted. The only other exterior sign on the building currently is the building name mounted above the canopy at the building's main entrance.

Sign Standards allow applicants to propose uniform sign designs and plans for eligible (multi-tenant) properties. Sign allowances for other C-o buildings include the following:

- Wall sign - 1 per façade, up to 5% of total area or 50 s.f. - whichever is greater. [19.48.25.B.]
- Monument sign - 1 per each street frontage (multi-tenant); or one en lieu of 1 wall sign (single-tenant) = 5' high max, 20 s.f., with 12' setbacks and 3' landscape areas. 19.48.25.C. and 19.48.15.M.]
- Sub-tenant allowances subject to specifically approved sign plans [19.48.25.O]

The proposed sign standards for the property are consistent with the sign standards generally for the C-O district (wall signs limited to 5% or 50 s.f.). Specifically proposed with this application is a single sign on the south end of the east side (State Line Frontage):

- Internally illuminate wall sign; channel letters, raceway mount
- Acrylic face with black day/night acrylic
- 2.14' x 18.25' = 40.125 square feet
- Approximately 2.45 % of the façade (note: this is under the otherwise allowed 5% generally applicable to the C-O district; counting the Building Name sign above the primary entrance (approximately 1% of façade or less) this would leave remaining space for signs for other tenants within the overall limits - both

generally applicable in C-O and as specifically proposed for this multi-tenant building by the applicant.

The proposed sign standards also make reference to the existing, previously approved monument sign, as well as the generally applicable monument sign standards (referenced above). However subsection 2.K. of the applicants proposed standard seems to indicate 2 monument signs, one for the “anchor tenant” and one for the “building address and tenants.” No plans for any additional monument signs for the property have been submitted with this application.

Patrick Lenahan asked for clarification on Section K of the sign standards. Mr. Sakoulas responded that the monument sign only applies to the owners of the building.

Nancy Wallerstein confirmed the Commission is taking action on the proposed façade sign and sign standards. The current monument sign remains and any changes to that sign would come back to the Commission for approval.

Melissa Brown asked if there would be any review of the location of the monument sign. Mr. Brewster replied not with this application.

Gregory Wolf moved the Planning Commission approve the proposed façade sign and sign standards for the multi-tenant building at 7830 State Line Road subject to the following conditions:

- The standards are approved as presented by the applicant in the February 1, 2016 draft standards Sections 1. and 2. A - L.
- That section 2.I. is amended to have a new sub-section 4. Stating: “Any additional exterior tenants sign be limited to no more than 5% of the façade, including all existing signs (i.e. “Sakoulas Law” proposed and “Somerset Building” existing), and be of the same style, color, and application as the proposed Sakoulas Law sign.”
- That sub-section 2.K.. be clarified to limit the overall monument signs to the existing sign, or that any different or additional monument signs shall require review and approval by the Planning Commission subject to the generally applicable sign standards for the City.

The motion was seconded by James Breneman and passed unanimously.

Commissioner Jonathan Birkel recused himself from the meeting due to a professional conflict of interest on PC2016-110 and left the room.

PC2016-110 Request for First Floor Elevation Increase 2907 West 71st Terrace

James Engle, 6815 Fontana, appeared before the Commission requesting an exception from Section 19.44.030 to allow the construction of a new home at 2907 West 71st Terrace have a first floor elevation at 2.39’ higher than the current first floor elevation. He noted the existing home has a failing foundation and will be torn down. It was noted that the homes on either side of this site have a wide variation in height and the proposed home will be between their heights.

Mr. Brewster stated the proposed building meets the required zoning setbacks. The existing home has a current first floor elevation of 1009.81 feet. The code allows for increases above the current elevation up to 6" for each additional five feet over the minimum side setback up to a maximum increase of three feet. The proposed building is proposed beyond the required setbacks; however, it is only 6' beyond the required side setback which would only permit an increase in first floor elevation of 6". All other proposed increases in elevation - either over the 3' or not meeting the additional setback requirements - require review and approval by the Planning Commission.

The application proposes a new home with a first floor elevation of 1012.2, which is 2.39' above the existing first floor elevation.

This site is relatively flat with the highest elevation of 1011' (northeast, front corner) and a lowest elevation of 1005' (southwest, rear corner), resulting in a gradual downward grade from the street to the rear.

The proposed home meets all required setbacks:

- Front: 30' required; 42' +/- for the home and garage; 36' for the covered front porch (note: a 35' platted building line also applies to this site)
- Interior side: 4' required; 10.0' (west) and 10.16' (east) proposed. (also meets the required 12' building separation from existing structure)
- Rear: 25' required; 46.66' proposed at closest point.
- The proposed home includes a garage slightly above grade on the front building line (1010.7'); a proposed top of foundation 6" above the garage level (1011.2); and a resulting first floor elevation 1' above the foundation (1012.2)
- Due to proposed grading the foundation will be raised above grade approximately 2' on the northeast corner of the structure and 4.2 feet on the rear elevation

The existing home to the east has a first floor elevation of 1013.4 and the existing home to the west has a first floor elevation of 1007.4, and both homes are built at grade without a raised foundation.

The proposed grading plan and foundation placement appear to be an appropriate response to the existing site grades, however a final grading permit and drainage study will be required from Public Works prior to a building permit. Mr. Bredehoeft noted that a watershed study has been completed and submitted to Public Works for review.

Jim Breneman asked if the retaining wall on the plot plan was existing or new. Mr. Engle responded it is new.

Nancy Wallerstein stated she would have liked to see more detailed plans. Mr. Engle replied that he initially submitted more plans to city staff, but they advised him that they were not needed for this application. Mr. Brewster stated that the criteria that the Commission is required to review for exceptions to first floor elevation are reflected in the information presented.

Mr. Breneman confirmed that the driveway grade was being raised. Gregory Wolf asked the status of the watershed study. Mr. Bredehoeft replied it is currently being reviewed. Mr. Breneman stated the study would need to be approved. Mr. Bredehoeft stated the

city's policies require approval of drainage studies prior to the issuance of any building permits.

Nancy Wallerstein stated she would have liked to see all the documents Mr. Engle submitted to staff and was disappointed that all the documents were not included in the Commissioner's packet.

Mr. Brewster noted the information needed to determine if the criteria for granting a first floor elevation has been presented and analyzed in the staff report.

Jeffrey Valentino state that from the information presented the criteria has been met for the requested increase in first floor elevation. He felt that staff could address the drainage and other issues. Mr. Engle noted that this is the first step in the review process. Once he receives Commission approval for the increase in first floor elevation he will need to receive approval from Public Works of the drainage plan and then approval from the Building Official for a building permit. Mr. Breneman noted he also would have liked to have seen more information.

Gregory Wolf moved the Planning Commission approve the requested First Floor Elevation for 2907 West 71st Terrace of 1012.2 with a final grading permit and drainage study required from Public Works prior to a building permit being issued. The motion was seconded by Jeffrey Valentino and passed by a vote of 4 to 2 with Mrs. Brown and Wallerstein voting in opposition.

Mr. Birkel returned to the meeting.

**PC2016-111 Request for Site Plan Approval for Wireless Antenna
7700 Mission Road**

Sam Davis with Black & Veatch appeared before the Commission on behalf of AT&T requesting approval to an amended site plan for their wireless antenna on the tower located at 7700 Mission Road. They are proposing to remove six antenna from the applicant's area on the tower at 150 feet and replace them with three new antenna and the associated ground equipment.

Chris Brewster stated this location has a current Special Use Permit valid through 2019. Changes in installations on communication towers are approved by site plan review by the Planning Commission.

In 2014 the applicant proposed the replacement of 3 antenna through a site plan that was approved by the Planning Commission (PC-2014-107). This work was never completed by the applicant. Subsequent to this site plan approval, two other carriers received approval for replacement or additions of antenna. (PC 2014-108, PC 2014-111, PC 2015-114) During this time it became apparent through the comparison of differing structural reports that the facility was close to or over capacity based on industry standards. When the applicant proposed to execute a permit based on the 2014 site plan approval, staff made the applicant aware of the possible structural issues that either occurred or became evident after the 2014 approval. At this point, no facilities - including pending approvals that had not been acted upon by all previous applicants - were permitted. Through discussions with the three carriers, a more up-to-

date and accurate structural analysis was requested, prior to moving forward and completed by the applicant.

The applicant is proposing to remove six antennae, each approximately 96" x 12" x 7", two from each array, and replace them with three antennae, one on each array. Two of these are 96" x 13.8" x 8.2" and one is 72.8" x 13.8" x 8.2". An additional surge protector will be mounted on the interior of the arrays at the center of the tower, with other minor accessory equipment to support the antennae. All coaxial cable supporting this equipment will run on the interior of the tower.

The proposed application will reduce the load on the tower by the applicant. The applicant has provided a revised structural analysis based on all existing equipment, the pending equipment of recent approvals, and this proposed equipment. The structural report demonstrates that the tower has the capacity to hold all pending and proposed equipment, based on industry standards and based on the assumptions presented in the report.

The Planning Commission shall give consideration to the following criteria in approving or disapproving a site plan.

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

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

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

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

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

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

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

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

The applicant, upon becoming aware of potential structural concerns regarding pending equipment, prepared a structural analysis considering past approval of others equipment, and the new equipment it proposed. As a solution, they are removing 6 of their antennae and replacing them with 3 - reducing the overall tower loads and keeping the facility within acceptable industry standards for structural loads.

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

The proposed antenna will be the same as the existing antenna and located away from the streetscape, and abutting property is a large parking area so there will be little impact on the surrounding area. The reduction of total antennae will also reduce any perceived visual impact on adjacent property of from public spaces and streetscapes.

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

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

James Breneman asked what impact this would have on coverage. Mr. Davis stated the impact would not be on coverage but on capacity of the antenna.

Gregory Wolf moved the Planning Commission approve PC2016-110 site plan for wireless antenna installation by Black & Veatch on behalf of AT&T, at 7700 Mission Road based on the structural analysis dated February 26, 2016 and per the plans and drawings submitted and dated February 29, 2016. The motion was seconded by Patrick Lenahan and passed unanimously.

PC2016-112 Request for Final Development Plan - Meadowbrook Community

PC2016-113 Request for Final Development Plan - Meadowbrook Apartments

PC2016-114 Request for Final Plat Approval - Meadowbrook Community

Commissioner Gregory Wolfe recused himself due to a professional conflict of interest on this application and left.

Justin Duff, 4900 Main Street, introduced Jim Constantine who reviewed revisions to the applicant's following changes to their vision book:

Attached Home Lots

- A. Now have a minimum lot area of 4,000 square feet. (was 3,000)
- B. The lot width at the front setback is 35 feet. (was 25 feet)
- C. The side yard setback is 5 feet to the interior lot line. (was 6 feet)
- D. Window wells providing light and access for basements are permitted to project up to a lot line. Yard areas may contain fencing and/or masonry walls designed to be compatible with the architectural design of the associated home(s) and that serve to define, separate or enclose yards, patios or other private or semi-private space. (New)

Cottage Lots

- A. Now have a minimum lot area of 5,600 square feet. (was 4,000)
- B. The lot width at the front setback is 43 feet with typical 48 feet (was 40 feet)
- C. Window wells providing light and access for basements are permitted to project up to a lot line. Yard areas may contain fencing and/or masonry walls designed to be compatible with the architectural design of the associated home(s) and that

serve to define, separate or enclose yards, patios or other private or semi-private space.

Village Lots

- A. Now have a minimum lot area of 6,000 square feet. (was 5,000)
- B. The lot width at the front setback is 55 feet.
- C. Window wells providing light and access for basements are permitted to project up to a lot line. Yard areas may contain fencing and/or masonry walls designed to be compatible with the architectural design of the associated home(s) and that serve to define, separate or enclose yards, patios or other private or semi-private space. (new)

Manor Lots

- A. Now have a minimum lot area of 6,500 square feet. (was 6,000)
- B. The lot width at the front setback is 60 feet.
- C. Window wells providing light and access for basements are permitted to project up to a lot line. Yard areas may contain fencing and/or masonry walls designed to be compatible with the architectural design of the associated home(s) and that serve to define, separate or enclose yards, patios or other private or semi-private space. (new)

Exterior Materials and Colors

Attached Homes

The palette of materials and colors for the attached homes is the following:

- A brick or stone base course will be provided along all facades. The brick or stone base shall extend to the first finished floor height. In any location where the foundation wall is fully screened by, foundation plantings or a wall, the brick or stone base course shall not be required, however, there shall be minimal exposure of the foundation wall and it shall be covered with a parge coating.
- The color schemes will be light-tone or medium-tone neutral colors with deep color usage limited to on doors, windows, shutters, projecting bays, awnings & railings or the color schemes will be medium-tone to dark-tone colors with medium to light color usage limited to on doors, windows, shutters, projecting bays, awnings & railings.

Detached Homes

The palette of materials and colors for the detached homes is the following:

- A brick or stone base course will be provided along all facades. The brick or stone base shall extend to the first finished floor height. In any location where the foundation wall is fully screened by, foundation plantings or a wall, the brick or stone base course shall not be required, however, there shall be minimal exposure of the foundation wall and it shall be covered with a parge coating.
- The color schemes will be light-tone or medium-tone neutral colors with deep color usage limited to on doors, windows, shutters, projecting bays, awnings & railings or the color schemes will be medium-tone to dark-tone colors with medium to light color usage limited to on doors, windows, shutters, projecting bays, awnings & railings.

The Inn

- Inn - 50 rooms with a 5,000 square feet commercial area

The proposed way finding signage and street lighting was presented including the following signage:

- Community Primary Entry Sign - constructed with a masonry wall, columns and base with random cut limestone and pre-cast masonry cap with rear LED illumination behind the letters and metal panels with lettering punched completely through panel to reveal wall behind. The 8 foot stone column/wall on the end of the sign will have a 2 inch thick metal medallion, finished in a highly durable automotive paint. Letters and rings sit on solid face, with icon punched completely center to reveal wall behind. The medallion will be pinned 1" off the face of the stone column on both sides and will have read edge lighting to give a halo effect.
- Secondary Community Entry Sign - will repeat the 8 foot stone column/wall depicted on the on primary entry sign.
- Neighborhood Entry Signs (west) - masonry columns six feet in height with random cut limestone and pre-cast masonry cap with a 2" thick metal medallion.
- Neighborhood Entry Signs & Gate (East) - These continue the use of the masonry columns. Columns on the center monument sign with have copper gas lanterns. The gates proposed are 2" thick hollow metal bars/tubing, finished in a highly durable automotive paint to mimic a wood finish.
- Green space markers are 3' masonry columns with random cut Mountain Ridge Limestone veneer and pre-cast masonry cap. The face will have a recessed smooth finish cast masonry with beveled edges and letters sandblasted into the surface of the masonry.
- Vehicular Directional Signs - 1" thick metal panel signs 3'3" x 2'3" on dark bronze smooth finish poles topped with a double-sided 2" thick medallion
- Regulatory Street Signs and Traffic Control - 4" cap height high contrast vinyl letters applied to a City approved brown colored backer, Icon punched completely through center street sign frame placed a dark bronze smooth finished pole.

Three similar street light designs are proposed: Sternberg Double Arm Fixture at height of 19.2 feet to be placed along the boulevard; a Sternberg Single Arm Fixture at 19.2 feet placed on the primary drives and a Sternberg Single Arm Residential Fixture at 17.2 feet placed in the residential neighborhoods.

Jonathan Birkel asked why the covalence for the monument sign was on the inside instead of at Nall. Mr. Constantine replied that the is a slight drop in the grade at the proposed location and the design as proposed leads into the development with the stair stepping in height of the monument sign. Nancy Wallerstein confirmed that the sign was double sided.

Melissa Brown asked if there had been consideration to adding banners to the double light fixtures along the boulevard. Justin Duff noted that this is a city street located in the park and no banners have been discussed.

Nancy Wallerstein asked if the lights would be owned by the city. Keith Bredehoeft replied that the street lighting would be owned by city with the other lighting owned and maintained by the Homes Association.

James Breneman stated he liked the proposed designs. However, he would recommend the use of LED lighting for the lanterns rather than gas. He noted electricity is already available and more environmentally friendly. Mrs. Wallerstein noted that other homes associations have had maintenance issues with gas lanterns.

Jonathan Birkel asked if the location for the gate closing pedestal and transformers has been determined. Mr. Duff replied not at this time, but noted it is their intent that they would be hid using landscaping and placed on the back sign of the entrance sign.

Nancy Wallerstein confirmed that the green space markers are one-sided.

The Apartment

Victor Buckles, reviewed the site plan for the apartment complex containing 280 units, with enclosed parking structure, auto court and outdoor pool/court yard areas. The proposed signage for the apartment area which continues the theme established in the residential areas with masonry columns with LED illumination at the edges on the main metal panel. The main signage contains dimensional letters pushed through sign panel internally illuminated with a semi-opaque face. Rear side columns with a "Lightbox" sign panel with opaque face and edges are placed on the sides of the auto court with projecting 20" copper gas lanterns. The apartment elevations and landscape plan were reviewed

Jonathan Birkel asked how the Fire Department would gain access through the neighborhood gates. Justin Duff responded the per condition 3 of the staff recommendation a "Knox-Box" and "Yelp" sensor for emergency vehicles to open the gated at the entrance to the single family neighborhood would be installed.

P.J. Novick noted that the Senior Living Building will be coming in as a separate final development plan.

Jeffrey Valentino asked for clarification on the final traffic design. Keith Bredehoeft noted these are presented on sheets C1.9 and C1.10. A left hand turn lane will be added on the north side at Nall. A concrete median will be installed for a crosswalk and warning sign similar to that used near Weltner Park would be installed.

On Roe a median would be constructed to prevent vehicular traffic from turning left onto 91st Street going east. A left turn lane is being added going north on Roe into the development. There will be a pedestrian refuge area and pedestrian flashing beacons activated by the pedestrian to cross. The parkway has also been moved to the west.

Wes Jordan complimented VanTrust and Mr. Bredehoeft for their efforts to resolve the concerns of the neighborhood in the revised design.

Jonathan Birkel stated he felt the removal of the parking lot in the park area is a missed opportunity. Mr. Jordan responded that the parking lot is still reflected in the Parks Master Plan; however, anticipated construction will be based on need and expected to be several years down the road.

Mr. Breneman noted the parallel parking along the boulevard and stated available parking could be increased significantly by changing that to diagonal parking. Mr. Novick replied the City Council opposed the removal of park land that would be required with diagonal parking rather than the proposed parallel parking. Mr. Birkel and Valentino suggested areas for diagonal parking. Mr. Breneman noted that parking on the north and west sides of the roadway would allow access to the park without having to cross roadway traffic. Mr. Valentino felt it should be re-evaluated, but did not feel the commission had sufficient information to make a recommendation. Mr. Jordan noted the proposed plan has been approved by the Johnson County Park & Recreation District.

Justin Duff stated the parking count has been highly scrutinized. He noted the plan being presented is for their development and does not incorporate the parks master plan. There are options to address parking in the Parks Master Plan.

Judd Claussen with Phelps Engineering noted there are 84 parking spaces currently proposed along the street. The Park District likes the proposed parallel parking because it spreads the parking out. He identified parking spaces within their development. He noted that adequate parking is essential to the marketing success of this project and reviewed the parking counts listed on page C1.11. They feel they have sufficient parking for their development.

James Breneman stated he does not question the traffic counts, but the design. He does not feel parallel parking is safe for the dropping off of children at the park. He believes a higher density is needed in some areas. He also believes that parallel parking will create traffic jams on the roadway with people driving through and those attempting to park.

PJ Novick noted that this was not a condition of approval for the preliminary development plan approval and therefore not addressed in the final plan. He feels the Commission needs to trust that the Park District and the City to appropriately addressing those needs.

Nancy Wallerstein confirmed the Commissions desire to add the condition for re-evaluating parking.

Jeffrey Valentino noted there was significant discussion that the trailhead parking at the Roe entry would address this rather than having it addressed on the main boulevard.

Keith Bredehoeft replied that parking has always been an issue. The Johnson County Parks Master Plan has parallel parking and the City Council questioned the need for additional parking at the trailhead. The proposed parking is adequate for the proposed

initial development and use of the park. The additional parking can be added as amenities are added that result in the need for more parking.

Jonathan Birkel stated he believes there is not enough parking or sufficient park access to address the density of use this park will have. Diagonal parking is needed. It was noted that there is diagonal parking available in other areas of the park to address park patrons. Mr. Valentino noted the best the Commission can do is to make a strong recommendation to review parking needs and design.

Mr. Valentino asked what was being proposed for the traffic circle area. Scott Bingham replied they are still working out the details. It will be a cast stone element, not a statuary piece.

Mr. Breneman asked about emergency access to the residential area. Mr. Duff replied access would be through the apartment entrance for both the apartments and residential area. Mr. Breneman asked if that would be in place at the same time. Mr. Duff replied that phasing of the project has all horizontal construction going in at the same time. Mr. Novick stated that a Certificate of Occupancy for the apartment would not be issued until the emergency access was constructed.

James Breneman noted the vision book states the side yard setback for the Village and Cottage lots to be 5 feet on one side and 0 feet on the other. Mr. Duff replied that is an error. The side yard setback would be five feet on both sides.

Mr. Breneman confirmed that the Fire Department has approved the dead-end alleys proposed.

Nancy Wallerstein noted that a Blade Sign is proposed for the apartment and noted that "blade signs" are not allowed by city code. Mr. Novick replied that under MXD zoning the codes do not apply. Mrs. Wallerstein expressed concern that if the proposed sign would be approved at this location similar signs in other areas of the development would have to be approved. She does not want a sign sticking out from a building. It is not consistent with signage in Prairie Village. Mr. Duff stated that they are proposing only one blade sign to be located on the northwest corner of the building. Mrs. Wallerstein asked what was the reasoning for the proposed signage design.

Victor Buckles replied the sign would be visible at a distance and provides a European feel, whereas a ground level sign would not be as visible.

Mr. Breneman noted that blade signs were more of a commercial use sign than multi-family use. Melissa Brown felt the proposed blade sign was more commercial in nature. They are used in historic residential areas, but this is not a historic area.

Nancy Wallerstein felt that a flat sign would be more appropriate on the front of the apartment building and would last longer than a blade sign.

Mr. Breneman confirmed there was a large ground mounted sign at the building entry. Mr. Novick added that columnar signs anchored with the medallions were also included near the auto court area.

Mrs. Wallerstein asked if the blade sign would shine light into the apartments. Mr. Buckles replied it was at a 45% angle and soft glow and would not impact the residents in the apartments. He added they would present to staff for review the foot-candle lighting from the proposed signs

Melissa Brown asked if the amount of street light could be limited. Mr. Bredehoeft replied the city would regulate the street lights.

Mrs. Brown noted the similarity between the proposed monument sign and the city identification signs although the apartment monument sign is different. Justin Duff responded that focus groups recommended incorporating the design used by the city's signs.

James Breneman noted that the utility plan (C3.2) shows several water lines being placed under the street and feels that they would be better placed along the street. Mr. Bredehoeft responded the waterline on Rosewood would be located on the east side of the street.

Judd Claussenwith Phelps Engineering replied that WaterOne requires a wide easement for their lines that did not fit well with the proposed close-in design. He noted that the easements would extend into the lot footprint. Mr. Breneman confirmed that the easements never encroach the building line.

Jeff Valentino confirmed that the Meadowbrook parking areas would be concrete surface. Mr. Bredehoeft replied the crosswalks would be full depth concrete with a surface material. Mr. Valentino noted the new micro surface topping material available now.

Chairman Nancy Wallerstein noted that from her notes she has the following concerns being noted:

- Recommend the use of LED rather than gas lanterns on the lighting noting that options are available that have the appearance of gas
- The motors for the gates be placed behind the pedestals and landscaped walls.
- The vision book is corrected to reflect both side yard setbacks for Village and Cottage lots are 5 feet.
- A blade sign is only approved for the northwest corner of the apartment building.
- The foot-candle and illumine for all signage by reviewed and approved by city staff.

Commission members continued their discussion of blade signs. Mr. Birkel noted there was no use for it as proposed, that it is simply a design element. Mr. Valentino, Mr. Lenahan and Mrs. Brown are fine with the proposed signage. Mr. Breneman doesn't see a need for the sign and Mrs. Wallerstein is concerned with its approval leading to

the approval of others in the development. Mr. Novick stated he would be concerned if this were a residentially zoned property, but not as a mixed use property. He feels it adds a different, special urban quality to the development. It was consensus to approve this sign.

PJ Novick asked for a clarification from the Commission on their direction on parking. He heard the direction to be for the applicant to revisit the issue of parking with staff and Johnson County Park District. Mr. Breneman noted it is not a question of quantity, but of design. Justin Duff noted that the Parks Master Plan contains loop areas where vehicles can pull in and drop off individuals. The proposed uses along the parkway are for passive park activities, not high density uses. Mr. Valentino stated the Commission is not trying to dictate a change, but to document that it feels on this issue.

Mr. Novick noted the Commission's concerns will be expressed by the applicant to the Johnson County Park & Recreation District regarding the Parks Master Plan as it relates to parking. Mr. Bredehoeft noted that this is a public street.

Wes Jordan noted there has been exhaustive discussion on the parking lot off Roe. This area remains in the Parks Master Plan. As the park develops, it will analyze its need and if the parking is not needed it will not be built. The direction from the City Council was not to take away any additional green space.

Justin Duff stated the applicant is as concerned that there be adequate parking and access for those residing in their homes and apartments. Mr. Breneman agreed street parking will be needed for the attached homes. Mr. Breneman confirmed parking for the apartment building was the same as presented in the preliminary development plan with the enclosed parking structure accommodating both residents and guests.

Mr. Novick noted that the final development plans for the senior living center and hotel will be submitted at a future date. The design and development of the approximate 80 acres of park land are not included in the application.

Consistent with the approved Preliminary Development Plan, the updated Vision Book for the site proposes the creation of a mixed use development that includes:

- Detached Single Family Homes - 53 homes composed of 20 Cottage Lots, 13 Village Lots and 20 Manor Lots
- Attached Homes - 70 units
- Luxury Apartments - 280 residences
- Inn - 50 rooms with a 5,000 square feet commercial floor area
- Senior Living - 120 units of Independent Living, 120 units of Assisted Living / Memory Care, 90 units of Skilled Nursing Living, with restaurant and ancillary service and amenity space, totaling approximately 8,000 square feet and exterior grand terrace and pool.

The Final Development Plan does not include the hotel or the senior living development. It is intended that Final Development Plans for those projects will be submitted at a future date for review and approval.

On November 12, 2015, the Planning Commission held a public hearing on the requested rezoning of the subject property to MXD (Mixed Use District) including the related Preliminary Development Plan and Preliminary Plat. The Commission adopted a motion to find favorably the findings of fact based on the “golden factors” as detailed in the Commission report dated November 12, 2015, and recommended to the City Council approval of the requested rezoning and proposed Preliminary Development Plan subject to a set of conditions of approval. As part of this action, the Commission also approved the Preliminary Plat for the site.

Following the Commission hearing, on December 7, 2015, the City Council reviewed the applications and the Commission recommendation and approved the rezoning and the Preliminary Development, subject to the following conditions of approval:

1. The applicant addressing the comments from the traffic impact study review conducted by TranSystems.
2. The applicant providing revised plans that identify the necessary improvements to the proposed intersection of Nall Avenue at W. 92nd Terrace to accommodate the proposed boulevard entrance drive including a center left-turn lane on Nall Avenue, verification of sight lines, and adjusting the intersection design to accommodate adequate travel lane alignments.
3. The connection to Roe Avenue shown on the Preliminary Development Plan approved by the Planning Commission as an emergency access road (not open to general public vehicular use) be changed to a public street connecting to Roe Avenue as far north as possible, and that applicant work with the City and with Johnson County Parks and Recreation District in the design of the public street.
4. The applicant finalizing the acquisition of the right-of-way necessary for and constructing the public street connect to 94th Terrace/Rosewood Avenue as proposed, otherwise the Preliminary Development Plan must be brought back to the Commission and Council for review and reconsideration.
5. The applicant agreeing that all major service vehicles for the Senior Living and Inn shall use only the entrance at 94th Terrace/Rosewood Avenue. The applicant shall direct their vendors to avoid am and pm peak traffic hours.
6. The applicant designing the proposed gate at the entrance to the single family area to accommodate emergency vehicle access and include a ‘Knox-Box’ and a ‘yelp’ sensor for emergency vehicles to open the gate. The final design of the gated access must be reviewed and approved by the Fire Department and Police Department.
7. The applicant developing pedestrian crossings at the proposed Nall Avenue entrance and the proposed Roe Avenue park entry.

8. The applicant providing detailed elevations and materials for all proposed signage as part of each Final Development Plan and ensuring that all proposed monument signs, structures and landscaping are located outside of any sight visibility zones necessary to accommodate safe vehicular and pedestrian movement at all street intersections. The final signage submittal for the apartment portion of the project shall include all signage within the apartment development as well as all signage within the “public areas” of the entire project.
9. The applicant updating the Preliminary Development Plan to designate that the retaining walls proposed along Nall Avenue to be constructed of or faced with natural stone and labeled as Type A retaining walls.
10. The Planning Commission approving an exception from the retaining wall setback requirement for the retaining wall as proposed along the south property line of the senior living center.
11. Prior to construction, the applicant providing engineered design calculations and plans for all retaining walls exceeding 4 ft. in height.
12. 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.
13. The applicant providing details for calculating the parking required for the apartment complex with the Final Development Plan and providing an amount of parking that is acceptable to the City. At a minimum the applicant shall design to provide apartment parking at a rate of 1 stall per bedroom plus guest parking at 15% of total dwelling unit count; and, staff shall work with the applicant throughout the development of the Final Development Plan to verify that the parking total is appropriate and bring a final recommendation to the planning commission.
14. The applicant ensuring that the minimum tree sizes for this project are defined as follows: Large Trees - 3 inch minimum caliper, Ornamental Trees - 3 inch minimum caliper, and Evergreen/Coniferous Trees - 8 ft. minimum height.
15. The applicant updating the Preliminary Development Plan by showing street trees along the streets to the north and south of the open space island that is east of the senior living center; adding trees to the open lawn area of the senior living center building; and additional landscaping in the open space that is west of the Inn.
16. The applicant updating in the Preliminary Development Plan the exterior building material labels for the senior living center building to define “composite material”

and “masonry base” consistent with the labeling shown for the Inn and the apartment building.

17. The applicant providing elevations and proposed materials for all pool structures including; restroom structure, shade structure, pump house, trellis, ornamental fencing and landscaping at the Final Development Plan submittal.
18. The applicant addressing all Public Works comments and detailing on the Final Development Plan, the Final Plat(s), and the utility improvement plan(s) all of the existing and proposed storm, sanitary sewer, and water mains, labeling them as public or private, and labeling the required public or private easements including all other necessary utility easements.
19. Prior to obtaining any permit for construction, the applicant shall submit a Final Development Plan for review and approval by the Planning Commission. Public improvement plans and Final Plat(s) as necessary shall also be submitted by the applicant for review and approval prior to issuance of any permits and start of any construction. It is understood that this development will have multiple Final Development Plan submittals.
20. The applicant shall work with the school district to ensure school bus access to the gated residential development and include this in the Final Development Plan.
21. Staff shall work with the traffic consultant to further review the need for a traffic signal at the Nall Avenue intersection and work towards its installation. This includes working with the City of Overland Park to gain their input and concurrence.
22. All landscaping shown on the Final Development Plan shall be maintained including the replacement of all plant materials lost due to plant death or damage.
23. Maximum height of single family residential structures shall be 45’ with an additional 10’ allowed for chimneys.
24. Building height for the single family residential structures shall be defined as the dimension from the top of the foundation at the main entry to the ridgeline of the structure.
25. Building height for the apartment and Inn structures shall be defined as the dimension from the FFE (finished floor elevation) at the main entry to the ridgeline of the structure.
26. Building height for the senior housing structures shall be a maximum of 90’ from the FFE of the parking garage at the location being measured.

27. Lot widths shown on the Preliminary Plat shall govern and the Vision Book shall be revised at Final Development Plan to reflect the correct dimensions.

Subsequent to the Council approval, the boundary of the Preliminary Development Plan for the Meadowbrook Park was expanded to include the existing office building at 5200 West 94th Terrace in response to the planned platting and construction of a public street through this property that will connect Meadowbrook Park to Rosewood Drive. The plan also includes the construction of a 3-story tall, 6-unit residential condominium building on the remnant parcel that will be on the east side of this new roadway. A separate Final Development Plan is anticipated to be submitted for the condo building at a future date.

PJ Novick stated there are no outstanding issues. The applicant has updated the Vision Book to address the previous conditions of approval and the Final Development Plans for the residential lots and for the apartment complex are consistent with the approved Preliminary Development Plan. The proposed Final Plat is also consistent with the previously approved Preliminary Plat.

Staff recommends the Commission approve the Final Development Plan (including the updated Vision Book) for the Meadowbrook Community, Final Development Plan for the Meadowbrook Apartments and the Final Plat for the Meadowbrook Community, subject to the following conditions of approval:

1. Prior to filing the Final Plat with the County, the applicant providing all necessary legal documents and easements for dedication.
2. Prior to start of any construction, the applicant providing and receiving approval for the necessary public improvement plans.
3. Consistent with the conditions of approval for the Preliminary Development Plan, the applicant agreeing to maintain and keep clear of snow the emergency vehicle road to be installed along the east end of the apartment complex and agreeing to install a 'Knox-Box' and a 'yelp' sensor for emergency vehicles to open the gate planned at the entrance to the single family area to accommodate emergency vehicle access.

Mr. Novick asked the Commission to take individual action on the two site plan approvals and the Final Plat approval.

**PC2016-112 Request for Final Development Plan - Meadowbrook Community
9101 Nall Avenue**

Patrick Lenahan moved the Planning Commission approve PC2016-112, the Final Development Plan for the Meadowbrook Community subject to the following conditions:

1. Prior to the start of any construction, the applicant provide and receive approval for the necessary public improvement plans.
2. Consistent with the conditions of approval for the Preliminary Development Plan, the applicant agree to maintain and keep clear of snow the emergency vehicle

road to be installed along the east end of the apartment complex and to install a 'Knox-Box' and a 'yelp' sensor for emergency vehicles to open the gate planned at the entrance to the single family area to accommodate emergency vehicle access.

3. LED rather than gas lanterns be considered for lighting at the entry monuments
4. The motors for operation of the gates be placed behind the pedestals and landscaped wall.
5. The parking configuration and location be revisited with staff.
6. The Vision Book be amended to reflect side yard setbacks of 5 feet on Village and Cottage lots
7. The foot candles and lumens for all proposed sign lighting be reviewed and approved by staff.

The motion was seconded by Melissa Brown and passed by a vote of 6 to 0.

PC2016-113 Request for Final Development Plan - Meadowbrook Apartments 9101 Nall Avenue

James Breneman moved the Planning Commission approve PC2016-113, the Final Development Plan for the Meadowbrook Apartments subject to the following conditions:

1. Prior to the start of any construction, the applicant provide and receive approval for the necessary public improvement plans.
2. Consistent with the conditions of approval for the Preliminary Development Plan, the applicant agree to maintain and keep clear of snow the emergency vehicle road to be installed along the east end of the apartment complex.
3. LED rather than gas lanterns be considered for lighting at the entry monuments
4. There is only one blade sign to be located on the northwest corner of the apartment building.
5. The foot candles and lumens for all proposed sign lighting be reviewed and approved by staff.

The motion was seconded by Jeffrey Valentino and passed by a vote of 6 to 0.

PC2016-114 Request for Final Plat Approval - Meadowbrook Community 9101 Nall Avenue

Jeffrey Valentino moved the Planning Commission approve PC2016-114, the Final Development Plan for the Meadowbrook Apartments subject to the following conditions:

1. Prior to filing the Final Plat with the County, the applicant provide all necessary legal documents and easements for dedication.

The motion was seconded by Jonathan Birkel and passed by a vote of 6 to 0.

OTHER BUSINESS

Wes Jordan reported that 7501 Mission Road was cited and has met with staff to review new plans. They will be on the May 3rd meeting for site plan approval.

Mr. Jordan provided an update on the status of the neighborhood design standards. On February 1, 2016, city staff presented a concept draft to the City Council of potential changes to the current zoning standards for R-1a and R-1b residential zoning districts. This effort was an assigned initiative based on Council Priority #3 "Prairie Village HOA Overland District - Rebuild guidelines to include a City-wide ordinance."

The informal presentation introduced the Governing Body to the draft of the regulatory strategies prior to the public information meetings. The concepts are the result of many meetings with a technical development committee comprised of City Staff/Planner, architects, builders and residents. The policy goal of the committee was to protect neighborhood character while balancing the changing demographics and needs of the Prairie Village Community.

The Council approved presentation of the concept draft to the public to provide a forum for residents to evaluate and contribute to the process by sharing their thoughts and ideas. Staff advertised three public meetings through available media sources and written notification to all Homes Association Presidents. Meetings were held February 18th, February 22nd and March 2nd in the Council Chambers. Approximately 50 to 60 individuals attended each of the meetings. Attendees were comprised of residents, elected officials, media and representatives from committee members who contributed to the project with several individuals attending more than one meeting.

The spectrum of opinion on the proposal varied with most discussion centering on possible changes to residential lots that are zoned R-1b (smaller lots averaging approximately 65' x 125'). A large number of attendees also felt the ordinance proposal should include a requirement for four-sided architecture and a list of restricted materials. A number of residents expressed a need for an architectural review board (ARB). Mr. Jordan noted that if an ARB were to be considered by the Governing Body there would need to be a comprehensive evaluation process separate of possible zoning changes.

Mr. Jordan stated he does not have a timeline going forward and does not want to rush the project, but acknowledged the need to continue proceeding with due diligence as the issue remains and permit applications continue to be submitted. He feels there is some consensus on the proposed height and setback regulations and these issues could be brought to the Planning Commission for review and adoption while the committee continued to work through the other issues. The committee will be enlarged to include other knowledgeable individuals. Due to the ongoing submittal of "teardown" applications (5 currently in review and 12 submitted but not reviewed) the Mayor has asked for a two phase approach with initially addressing height and setback regulations.

Mr. Jordan also reported that the City has entered into a Memorandum of Understanding with Consolidated Fire District #1 who will be purchasing land on the southeast corner of the municipal complex for construction of Fire Station #23. As part of the agreement they have formed a committee to consider the exterior design of the building with representation from the City Council and the Planning Commission. Mayor Wassmer would like to have an architect on that committee. They will be meeting soon. He is unaware whether the meetings would be held during the day or in the evening. Commissioner Jim Breneman stated he would be willing to represent the Planning Commission on that committee.

Mr. Jordan received a call from Mitch DiCarlo with Block and Company and their agreement with Slim Chickens has fallen through.

NEXT MEETING

The planning commission secretary noted agenda for the May meeting will include site plan approvals for 7501 Mission Road, site plan approval for a fence at 7457 Cherokee (Global Montessori) and site approval for a fence at 4205 West 64th Street. There will be no Board of Zoning Appeals meeting.

ADJOURNMENT

With no further business to come before the Commission, Chairman Nancy Wallerstein adjourned the meeting at 10:05 p.m.

Nancy Wallerstein
Chairman

PARKS AND RECREATION COMMITTEE

March 9, 2016

6:30 PM

City Hall

Minutes

The Parks and Recreation Committee met at 6:30 PM at City Hall. In attendance: Ted Odell, Chair, Terrence Gallagher, Vice-Chair, Dan Searles, Diane Mares, Carey Bickford, Dianne Pallanich, Keith Novorr, Kellie O'Toole, and Matt Geary. Staff: Nolan Sunderman and Joyce Hagen Mundy.

Mr. Odell called the meeting to order at 6:30 PM.

Public Participation

- There was no public participation.

Consent Agenda

- The minutes were unanimously approved from the January 13, 2016 meeting.

Reports

1. Public Works Report

Mr. Sunderman discussed the recent pool improvements along with upcoming improvements to Taliaferro, McCrum, and Porter Park. The tennis court at McCrum will be renovated later this year. Work at Taliaferro will include the new play set along with sidewalk/concrete repair work. Keith is also working with a boy scout on a project to complete additional information/tree identification kiosks which will be identical the kiosk being constructed for Windsor Park.

2. Recreation Report

Mr. Sunderman presented the recently published Village Voice Parks & Recreation Guide. He highlighted the new programs and events that will occur in 2016 which include the Park Passport program, track & field event, additional tennis programs, and the additional skateboarding 101 session. He provided an update on pool staffing levels for the upcoming pool season. Mr. Sunderman also informed the Committee of the recent Community Center renovations and the Council approval of the park design contract with Indigo Design for the upcoming park improvements.

3. Chairperson's Report

Mr. Odell provided an update on recent discussions at the City Council meeting which have included the exterior grant program, housing design guidelines, solid waste contract, and Meadowbrook.

New Business

1. Tennis Court Reservation Process – Mrs. Hagen Mundy provided an update regarding the tennis court reservation process. The Committee discussed the recent concerns and decided a tiered reservation process would suffice. The Shawnee Mission School District/Shawnee Mission East will have the first option followed by other schools located in Prairie Village (Kansas City Christian School) and finally schools located outside the Prairie Village city limits (Bishop Miege). Research will also begin regarding area rates for tennis court reservations as well as any potential rates/discounts/charges for the use of public facilities by public schools, private schools, and nonprofits.

Old Business

- There was no old business discussed.

Information Items

- May 13, 2016
 - Next Committee Meeting will be at 5:30 p.m. for the park tour.

Adjournment – The meeting was adjourned at 7:30 p.m.

PRAIRIE VILLAGE ENVIRONMENT AND RECYCLE COMMITTEE

March 23, 2016

Pete Jarchow, for the Steering Committee, opened the meeting at 5:37 p.m.

Members attending were Pete, Margaret Goldstein, Karin McAdams, Catherine Sinclair, Robert Roberge and Thomas O'Brien. City representatives were Ruth Hopkins and Nolan Sunderman. Joan Leavens, Sustainability Coordinator for Shawnee Mission Schools, was visiting and Sadie Gardner was the evening's speaker.

Members approved the minutes from March. Membership note: Polly Swafford will not be returning as a member, so there is one membership slot available.

Speaker: Sadie Gardner from the Johnson County Department of Health and Environment, speaking mainly on the functions of her department.

- Solid waste management
 - Mostly concerned with commercial waste.
 - Conducts assessment of many aspects of waste management.
 - Offers financial assistance to commercial partners.
- Certified Green Program
 - Partners strive to perform well in many green areas but especially in waste management.
 - An advantage for partners is good public relations
 - Some existing partners are Lifted Logic, Land Source, Marck Recycling, Johnson County Community College, Downtown Overland Park, Ten Thousand Villages and Go Green Granite.
- Needed for certification:
 - Waste management
 - Energy efficiency
 - Responsible purchasing
 - Education and outreach
 - Efficient transportation
- Nolan asked if it was possible for Prairie Village to become certified. Sadie would like to work with the city.

Committee reports:

- **Earth Fair:**
 - Karin passed around a sign-up sheet for volunteers. Thomas is seeing to getting the large banners. Joan will be working with Chad Cooper on efficient recycling and composting at the event.

- **Community Gardens:**

- The garden has been refenced. They are considering looking for a new area. And this year the Summer Solstice party will be on June 24. Members of PVERC are invited.

- **Community Forum:**

- True Blue Women will no longer be co-sponsors, and the planning committee is small. They need ideas for the topic and speakers.

Updates from Nolan Sunderman:

- The city has conducted a survey of possible waste management services and is open to input. A big challenge to changing providers is the expense of exchanging containers. The next hauler should be informed that we are interesting in having them collect data on the use of services.
- The textile program has not succeeded; the city will issue a request for proposals on other services.
- **Mayor's Monarch Pledge** – Enthusiasts of the pledge should try to attend the April 4 city council meeting. The mayor is likely to sign it, but it's good for her to have support.
-

From Joan Leavens:

- Shawnee Mission Schools' landscape meeting hosted consultants. Some of the wildlands in the district need partners to help manage them.
- The sustainable youth summit at Johnson County Community College will be on March 30 and will include high school representatives.

New business: The Mission Sustainability Committee will meet on March 1, and Thomas O'Brien is planning to attend.

The meeting was adjourned at 7:10 p.m. The next meeting will be held at 5:30 on Wednesday, April 27 at 5:30 p.m.

Respectfully submitted,

Karin McAdams

VillageFest Planning Committee
March 24, 2016 | 5:30 p.m.

In attendance:

Dale Warman, Cindy Clark, Susan Forrest, Ted Fritz, Tobias Fritz, Robert Ralston, Teresa Stewart, Kathleen Murray, Jeannine Shaffer, Meghan Buum

I. Introduction

Cindy Clark opened the meeting at 5:30 p.m.

II. Review and Approval of Minutes

Tobias Fritz moved to approve the January 28, 2016 meeting minutes. Ted Fritz seconded the motion and it passed unanimously.

III. Staff Reports

Meghan Buum had nothing new to report at this time.

IV. Subcommittees

Pancake Breakfast—Dale Warman reported he has talked with the Rotary Club and Boy Scouts for possible involvement with the pancake breakfast.

Spirit Award--Toby Fritz will coordinate this again. No updates at this time.

Children's Craft--Patty Jordan was not able to attend the meeting but the children's craft area will be similar to past years.

Pie Contest—Cindy Clark reported on behalf of Susan Forrest that new committee member Jeannine Shaffer will help coordinate the pie contest.

Food Vendors—Cindy Clark reported on behalf of Susan Forest that the food vendors from 2015 will be returning: Hy-Vee, Rex Nolan, Polar Oasis and the Popcorn Man

Craft Vendors—The application form is on line. Barb Shaw was not present to report. Cindy noted there were 18 vendors last year, thinks there is room for 25 vendors.

Entertainment—Cindy Clark reported on behalf of Corbin Trimble that Janie Next Door, Funky Mama, and Mr. Stinkyfeet will be returning this year for kids' entertainment. The committee discussed the electrical requirements for the main stage. Meghan Buum suggested that the band should provide their own power source or generator.

Masonic Lodge—They will help with the breakfast. They are no longer doing the child ID but have offered to do free cancer checks in conjunction with KU Med. The committee requested more information.

Information Booth—Courtney McFadden will lead the information booth. There was no update at this meeting.

Volunteer Coordinator—Danny Pompey did not have an update at this meeting.

Historic Exhibit--Ted Fritz reported that he is researching the possibility of having military vehicles on site at the event.

WOW Event—Cindy Clark reported that she is exploring the possibility of a giant slip and slide on the hill for the 2016 WOW event.

V. Reports on New Items

Collector Cars—Rob Ralston reported that he has talked to several car collectors and has two vehicles lined up to be displayed at the event. The owner suggested that a grassy area would be a good place to display the vehicles. The committee will have to evaluate the event map to determine if that would be possible.

Banner—Kathleen reported that the banner would be ordered when dimensions were finalized.

T-Shirts—No entries have been received at this time. Flyers will be displayed at the upcoming “Future of the Arts” exhibit at City Hall.

Marching Cobras—Cindy has tried to make contact, but they haven’t returned her calls. She will continue to try to make contact and discuss options with them. Rob Ralston suggested contacting a similar group that performed at the Brookside St. Patrick’s Day parade. Teresa Stewart will reach out them. The committee discussed the possibility of the Shawnee Mission East drum line or Shawnee Mission North ROTC participating in the event.

Dunk Tank—Cindy reported that the dunk tank has been reserved. She asked for suggestions on who to “dunk.” The committee suggested charging a small fee to participate with proceeds benefiting VillageFest.

VI. Other

Corey Hansen is no longer with Public Works.

Next Meeting: April 28th at 5:30 p.m.

Prairie Village Arts Council
Wednesday, April 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, Art Weeks, and Stephen LeCerf. Also present were Sheila Myers (Council Liaison) and Al Guarino and Julie Hassel, strategic consultants.

Minutes: were approved as presented.

Exhibits/Receptions:

Shelly Trewolla (Curator for the **March 11th exhibit** of works by Pat Jessee and Roberta Leaverton) reported that the event had been very well attended, particularly by many enthusiastic supporters of Roberta Leaverton. Roberta's unique combination of models, narrative, and photography, and the work of Pat Jessee were both very well displayed, and Shelly stated that the exhibit was a complete success.

Julie Flanagan described preparations for the upcoming **April 8th FOTA** and predicted that this event for children's art was going to be fantastic. She emphasized how important everybody's help was going to be for the success of this competition, and appointed each member present to specific jobs...5:00 o'clock for set-up, 6:00-7:00 for the art station (corralling younger kids), greeters and guards, and after 8:00 for clean-up.

In the context of how the prizes for the Future of the Arts winners will be disbursed, Dan asked the council to approve a letter from Dan stating an agreement of "Fiscal Sponsorship" between the Prairie Village Arts Council and the Arts Council of Johnson County. The Arts Council of Johnson County will distribute college scholarships to high school winners in both visual and performing categories, thus being a "Fiscal Sponsor" specifically for this FOTA event. Shelly Trewolla moved for approval, Julie Flanagan seconded, and Dan's motion was passed. Grade School prizes for both visual and performing arts will be awarded as education and art supplies. Dan stated that we will be well under our \$1,000 budget for this event.

Art Weeks wondered if 6:00 to 7:00 might be too long a time to allot to gallery viewing before the 8:00 o'clock performances began. Julie and Dan assured Art that these times could be flexible in case of boredom or restlessness.

Julie Flanagan and Shelly Trewolla responded to Dan's request for the appointment of a lead for assistance in hanging the upcoming **Congressional Art Contest**, saying they would both help.

Shelly Trewolla is starting to work on the **May Exhibit**. Betsy Holliday said she would like to assist Shelly, and based on the experience she would acquire, would volunteer to be Curator of the **June Exhibit**.

Ongoing Business:

Dan advised that Wayne Wilkes would update us on improvements to our **website and other social media** up-grades at our next meeting.

Stephen LeCerf reported that he had been working on demographic data based on the sign-in book at the gallery. He has identified 472 unrepeated names since January, 2013, covering a broad representation of cities adjacent to Prairie Village, as well as some from the Greater Kansas City area. He is continuing to work on a **fundraising** "packet" to be used when talking with prospective sponsors/donors.

Gallery Exhibits – July through December, 2016

After a short break, and before deliberating over the selection of artists who had submitted applications to show at our gallery, there was a discussion of how to handle groups which had come to expect an exhibition time from us each year; in particular, The Pastel Group and the Senior Art Group. The council agreed that we should **eliminate The Pastel Group** and to **put the Seniors in for July**, which they had requested, **but** to tell them that **in the future**, we are changing to **every other year**. Stephen LeCerf said he would do this.

The artists chosen for the rest of the year are as follows:

August = Mary Ann Coonrod
Cookie Cave

September = Gary Cadwallader
Jodi Harsch

(October = State of the Arts)

November = Jeff Foster
Jonathan Crabtree
Louanne Hein

December = Chris Willey

Adjournment: The meeting was adjourned at 8:20 p.m.

JazzFest Committee Minutes April 12, 2016

Present: JD Kinney, Serena Schermoly, Lee Duong, Jane Andrews, Alex Toepfer, Dave Hassett, Amanda Hassett, John Wilinski, Brooke Morehead, Donlea Hespe, Devin Scrogum, Brian Peters and Joyce Hagen Mundy.

The minutes of the Mar 9, 2016 meeting were approved.

Website

Joyce reviewed the updated website with committee members and new u-Tube application. Jane Andrews questioned if the city had permission to play the videos taken at the festival. Joyce stated she would confirm this. Committee members were asked to send comments for items to be changed or added. It was suggested to include the food vendors for the festival.

Talent

Jane Andrews stated that the contract with Marilyn Maye has been signed and sent to Marilyn for signature. She also has a verbal commitment from the KCK Community College vocal jazz group. Alex Toepfer confirmed that he has confirmation from Sons of Brasil and Chris Hazelton & Boogaloo 7. He has a draft contract with Dan Thomas, associate professor of Jazz studies at UMKC regarding his quartet, "Voyage" serving as the lead-in act for Marilyn Maye. It will include pianist Wayne Hawkins who now resides in New York. Jane Andrews noted that per her contract any advertising needed to be approved by Marilyn Maye.

JD asked John Wilinski to follow up with the hotel accommodations and travel for Marilyn Maye's ensemble. They will need two rooms for two nights.

JD confirmed that the larger stage, similar to last year's stage is being secured. Alex and Jane felt the larger stage was better for the proposed line-up.

PV Art Fair

The committee agreed to participate in the Prairie Village Art Fair with the goal of distributing lineup cards at the event. T-shirts would also be sold. Lee was asked to get volunteers to work the event, JD noted in the past committee members had primarily volunteered for this event.

Budget

Joyce reported that approximately \$6,650 has been received in donations. The committee approved a follow-up letter prepared by Joyce to be sent out next week to past sponsors who have not yet contributed. Upcoming expenditures include partial payment for Marilyn Maye and for Dan Thomas & Voyage as well as partial payments to the PV Post and Prairie Fire Oven for the catering contract. The current account balance is \$35,800.82 including budgeted funds from the city.

Food & Beverage

Dave Hassett stated the 2015 vendors will be returning along with Street Wings. Revised contracts have been created and are being reviewed by the City Attorney with

the vendor fees. They will be distributed and executed as soon as they receive legal approval.

Dave Hassett is looking into getting box lunches for the early stage crew as a donation from Panera.

He is continuing the research the requirements for securing our own "temporary alcohol permit for the event from Alcohol Beverage & Control and will be talking with other individuals/organizations that have secured licenses for their events and with Crawford to make sure of all the requirements.

Volunteers

Lee Duong noted the volunteer sign-up now available on the website. Alex Toepfer reported that he will contact band members and their parents regarding volunteering and felt that many of them would be willing to help. It was noted that there were not enough volunteer shirts last year. 75 shirts were ordered. Lee and Devin stated they would like to have more youth volunteers. It was suggested that the band members could work in the merchandise tent as it would include fund-raising items from the band.

Merchandise

Donelea noted she had several returning volunteers for the merchandise area and was confident the tent could handle SME merchandise. JD asked if Marilyn's contract included reference to the sale of her merchandise.

Marketing

JD announced this would be Serena's last meeting due to her recent election to the City Council. Michael Schermoly has stated he would join the committee and handle Serena's responsibilities. Serena noted he is very familiar to with what has been done. She noted that several pieces have been drafted for the marketing theme for this year's festival. She is working on the ad for the Jazz in the Woods program and has proposals for possible Jazz Festival caps for sale.

Operations

No report was given on operations.

The meeting was adjourned at 6:25 p.m.

Next Meeting

The next meeting will be Wednesday, May 11th at 5:30 p.m.

**Council Members
Mark Your Calendars
May 16, 2016**

May 2016

May 19	The Saturday Group in the R.G. Endres Gallery
May 23	2016 Leadership Northeast Program Graduation
May 28	Ground Breaking Ceremonies for Meadowbrook Park, 11 a.m.
May 30	Pool Opens
	City offices closed in observance of Memorial Day

June 2016

June 3 - 5	Jean Cook, Luke Severson and Sara Nguyen exhibit in the R.G. Endres Gallery
June 6	Prairie Village Art Fair - Prairie Village Shopping Center
June 6	City Council Meeting
June 7	Dive Meet - Slides & Diving Well closes at 5 p.m.
June 10	First Moonlight Swim 8:30 p.m. to 10 p.m.
June 10	Artist reception in the R.G. Endres Gallery 6:30-7:30 p.m.
June 14	Swim Meet - pool closes at 5 p.m.
June 20	City Council Meeting