

CITY OF PRAIRIE VILLAGE

June 20, 2016

Council Committee Meeting 6:00 p.m.

City Council Meeting 7:30 p.m.

COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
Monday, June 20, 2016
6:00 PM

AGENDA

TED ODELL, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

- *COU2016-38 Consider approval of an agreement with Primetime Contracting for 2016 parks improvements
Keith Bredehoeft

- *COU2016-39 Consider changes to the employee handbook regarding conceal carry for employees
Wes Jordan

- COU2016-40 Consider approval of modifications to the Police Pension Plan including a new assumed investment return of 7.5% from 7.75%
Steve Noll

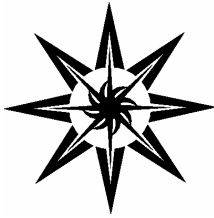
- COU2016-41 Consider including a stipend for elected officials in the 2017 budget and direct staff to draft enabling ordinances and policies.
Serena Schermoly

Executive Session

2017 Budget

- Continued presentation and discussion of 2017 operating budget
- Summary of all funds
- Discussion of Economic Development Fund
- Discussion of Capital Improvement Program (CIP)

***Council Action Requested the same night**



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: June 20, 2016

Council Meeting Date: June 20, 2016

CONSIDER CONSTRUCTION CONTRACT FOR THE 2016 PARKS PROJECTS

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Primetime Contracting Corp for the 2016 Parks Projects for \$222,755.75 and approve the transfer of \$31,755.75 from Parks Infrastructure Reserve to the project.

BACKGROUND

This project includes work in Porter and Windsor Parks.

Porter Park will have a new nature play and sand area added to the west side of the existing play area and shelter. There will also be drainage improvements made at the ball field and improvements made to the backstops. The trail will be extended to Roe with the existing trail between the fields being improved as well. Windsor Park will have a new nature play area with play mound and drainage improvements at the ball field.

On June 10, 2016, the City Clerk opened bids for the project. Four acceptable bids were received. The base bids were:

Primetime Contracting Corp.	\$222,755.75
McConnell & Associates Corp	\$228,069.46
National Streetscape	\$257,583.00
Tandem Paving Co	\$258,370.11
Landscape Architects Estimate	\$212,456.50

The Landscape Architect has reviewed all bids and has recommended award of the low bid. Primetime Contracting Corp constructed our 2015 Park improvement project and performed well.

The installation of the replacement of the fence along the creek at Porter Park, with material supplied by the City, was added to the project instead of constructing under a separate project. This work was not part of the original budget for this project.

The recommended bid is not more than 10% over the Architects Estimate and is reasonable for this work.

FUNDING SOURCES

The funding is available in the 2016 CIP Parks Projects and the Park Infrastructure Reserve as follows:

2016 CIP Parks Projects: \$191,000

Parks Infrastructure Reserve: \$31,755.75

RELATION TO VILLAGE VISION

2. I. Enhancing Parks and Open Space

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

ATTACHMENTS

1. Construction Agreement with Primetime Contracting Corp.

PREPARED BY

Melissa Prenger, Senior Project Manager

June 16, 2016

**CONSTRUCTION CONTRACT
FOR
PRAIRIE VILLAGE PARKS - 2016 IMPROVEMENT PROJECT**

**BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND**

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 _____, hereinafter termed in this agreement, “Contractor”, for the construction and completion of Project _____, (the “Project”) designated, described and required by the Project Manual and Bid Proposal, 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.

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 _____ DOLLARS (\$_____) 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 Facie 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 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. 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. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. 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 in 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

(typed company name)

By: _____
(signed)

By: _____
(signed)

Laura Wassmer

(typed name)

Mayor

(typed title)

City of Prairie Village

(typed company name)

7700 Mission Road

(typed address)

Prairie Village, Kansas 66208

(typed city, state, zip)

(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 the date of this Contract.)



ADMINISTRATION

Council Meeting Date: June 20, 2016

COU- 2014-43

Consider Amendments to Employee Personnel Policy 5.10. Carrying of Weapons

RECOMMENDATION

Staff recommends the City Council approve proposed amendments to Employee Personnel Policy 5.10 Carrying of Weapons due to recent changes in Kansas State Law (House Bill 2502).

COUNCIL ACTION REQUESTED ON:

June 20, 2016

SUGGESTED MOTION

Move to approve proposed amendments to Employee Personnel Policy 5.10 Carrying of Weapons.

BACKGROUND

In accordance with Kansas State Law (House Bill 2502), legally qualified civilian employees will be authorized to carry/possess a concealed handgun while engaged in their duties of employment effective July 1, 2016. The attached Personnel Policy was amended to become compliant and provide guidelines for employee(s) who elected to conceal carry. The guidelines and restrictions were reviewed and approved by the City Attorney.

PREPARED BY

Wes Jordan
Assistant City Administrator
Date: June 10, 2016

Attachments: Employee Personnel Policy 5.10 - Carrying of Weapons
House Bill 2502

5.10 CARRYING OF WEAPONS

The City prohibits any employee from carrying a weapon while working for the City, except for, in accordance with Kansas State Law, legally-qualified civilian employees will be authorized to carry/possess a concealed handgun while engaged in their duties of employment with the following restrictions:

- a. The handgun will be carried completely concealed, in a proper holster or similar product, with all safety features in place.
- b. Other than certified law enforcement officers, employees may not carry a concealed firearm within the restricted area of the Police Department at anytime.
- c. Employees are permitted while on City owned property to store a handgun within their own vehicle provided it is stored outside of plain view and the vehicle is locked when the employee is not in the vehicle. The City shall not be responsible for the theft, damage, or other loss of a firearm left in their vehicle.
- d. Employees may not store a firearm in a vehicle owned by the City of Prairie Village when they are not in the vehicle.
- e. If an employee elects to lawfully conceal carry, the handgun cannot interfere or delay in the performance of their assigned duties or obstruct required safety equipment.
- f. Employees who enter onto “private property” during the course of their duties are required to comply with any restrictions imposed by that property owner.
- g. Employees will not leave firearms in plain view and/or unattended.
- h. Other than certified law enforcement officers, it is outside the course and scope of employment for any city employee to use, brandish, point, or threaten, with a handgun or any other weapon, any person in the workplace or while completing their duties.
- i. Employees must abide by the posted signage and security measures with regard to the prohibition of concealed handguns in certain public buildings, in compliance with Kansas state law.

Violation of this policy will likely result in punitive disciplinary action, to include termination.

5.10 CARRYING OF WEAPONS

The City prohibits any employee from carrying a weapon while working for the City, except for, in accordance with Kansas State Law, legally-qualified civilian employees will be authorized to carry/possess a concealed handgun while engaged in their duties of employment with the following restrictions:

- a. The handgun will be carried completely concealed, in a proper holster or similar product, with all safety features in place.
- b. Other than certified law enforcement officers, employees may not carry a concealed firearm within the restricted area of the Police Department at anytime.
- c. Employees are permitted while on City owned property to store a handgun within their own vehicle provided it is stored outside of plain view and the vehicle is locked when the employee is not in the vehicle. The City shall not be responsible for the theft, damage, or other loss of a firearm left in their vehicle.
- d. Employees may not store a firearm in a vehicle owned by the City of Prairie Village when they are not in the vehicle.
- e. If an employee elects to lawfully conceal carry, the handgun cannot interfere or delay in the performance of their assigned duties or obstruct required safety equipment.
- f. Employees who enter onto "private property" during the course of their duties are required to comply with any restrictions imposed by that property owner.
- g. Employees will not leave firearms in plain view and/or unattended.
- h. Other than certified law enforcement officers, it is outside the course and scope of employment for any city employee to use, brandish, point, or threaten, with a handgun or any other weapon, any person in the workplace or while completing their duties.
- i. Employees must abide by the posted signage and security measures with regard to the prohibition of concealed handguns in certain public buildings, in compliance with Kansas state law.

Violation of this policy will likely result in punitive disciplinary action, to include termination.

HOUSE BILL No. 2502

AN ACT concerning firearms; relating to the possession thereof; relating to the personal and family protection act; relating to weapons in schools; amending K.S.A. 72-89a01 and K.S.A. 2015 Supp. 75-7c04, 75-7c05, 75-7c10 and 75-7c20 and repealing the existing sections.

Be it enacted by the Legislature of the State of Kansas:

New Section 1. (a) No school district shall adopt a policy that prohibits an organization from conducting activities on school property solely because such activities include the possession and use of air guns by the participants. Any policy adopted pursuant to K.S.A. 72-89a02, and amendments thereto, shall not prohibit the possession of an air gun by a pupil on school property if such pupil is a participant in the activities of an organization.

(b) A policy adopted pursuant to K.S.A. 72-89a02, and amendments thereto, may prohibit the possession of air guns by pupils at school, on school property or at a school supervised activity, except when a pupil is participating in activities conducted by an organization, or is in transit to or from such activities.

(c) Any individual desiring to participate in activities conducted by an organization may be required to sign, or have a parent or legal guardian sign, a liability waiver. The liability waiver shall be in such form as prescribed by the chief administrative officer of the school and shall contain the appropriate language so as to relieve the school district, the school and all school personnel from liability for any claims arising out of the acts or omissions of any individual or any school personnel relating to activities conducted by an organization.

(d) The provisions of this section shall be a part of and supplemental to K.S.A. 72-89a01 et seq., and amendments thereto. Sec. 2. K.S.A. 72-89a01 is hereby amended to read as follows: 72-89a01. As used in this act:

(a) "Board of education" means the board of education of a unified school district or the governing authority of an accredited nonpublic school.

(b) "School" means a public school or an accredited nonpublic school.

(c) "Public school" means a school operated by a unified school district organized under the laws of this state.

(d) "Accredited nonpublic school" means a nonpublic school participating in the quality performance accreditation system.

(e) "Chief administrative officer of a school" means, in the case of a public school, the superintendent of schools and, in the case of an accredited nonpublic school, the person designated as chief administrative officer by the governing authority of the school.

(f) "Federal law" means the individuals with disabilities education act, section 504 of the rehabilitation act, the gun-free schools act of 1994, and regulations adopted pursuant to such acts.

(g) "Secretary of education" means the secretary of the United States department of education.

(h) (1) "Weapon" means (1): (A) Any weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (2) (B) the frame or receiver of any weapon described in the preceding example; (3) (C) any firearm muffler or firearm silencer; (4) (D) any explosive, incendiary, or poison gas (A): (i) Bomb, (B); (ii) grenade, (C); (iii) rocket having a propellant charge of more than four ounces, (D); (iv) missile having an explosive or incendiary charge of more than 1/4 ounce, (E); (v) mine,; or (F) (vi) similar device; (5) (E) any weapon which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than 1/2 inch in diameter; (6) (F) any combination of parts either designed or intended for use in converting any device into any destructive device described in the two immediately preceding examples, and from which a destructive device may be readily assembled;

(7) (G) any bludgeon, sandclub, metal knuckles or throwing star; (8) (H) any knife, commonly referred to as a switch-blade, which has a blade that opens automatically by hand pressure applied to a button, spring or other device in the handle of the knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward or centrifugal thrust or movement; (9) or (I) any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun.

(2) The term “weapon” does not include within its meaning (1): (A) An antique firearm; (2) (B) an air gun; (C) any device which is neither designed nor redesigned for use as a weapon; (3) (D) any device, although originally designed for use as a weapon, which is redesigned for use as a signaling, pyrotechnic, line throwing, safety, or similar device; (4) (E) surplus ordinance sold, loaned, or given by the secretary of the army pursuant to the provisions of section 4684(2), 4685, or 4686 of title 10 of the United States Code; (5) or (F) class C common fireworks.

(i) “Air gun” means any device which will or is designed to or may be readily converted to, expel a projectile by the release of compressed air or gas, and which is of 0.18 caliber or less and has a muzzle velocity that does not exceed 700 feet per second.

(j) “Organization” means any profit or nonprofit association, whether school-sponsored or community-based, whose primary purpose is to provide youth development by engaging individuals under the age of 18 in activities designed to promote and encourage self-confidence, teamwork and a sense of community.

Sec. 3. K.S.A. 2015 Supp. 75-7c04 is hereby amended to read as follows: 75-7c04. (a) The attorney general shall not issue a license pursuant to this act if the applicant:

(1) Is not a resident of the county where application for licensure is made or is not a resident of the state;

(2) is prohibited from shipping, transporting, possessing or receiving a firearm or ammunition under 18 U.S.C. § 922(g) or (n), and amendments thereto, or K.S.A. 21-4204, prior to its repeal, or K.S.A. 2015 Supp. 21-6301(a)(10) through (a)(13) or K.S.A. 2015 Supp. 21-6304(a)(1) through (a)(3), and amendments thereto; or

(3) is less than 21 years of age.

(b) (1) The attorney general shall adopt rules and regulations establishing procedures and standards as authorized by this act for an eight hour handgun safety and training course required by this section. Such standards shall include: (A) A requirement that trainees receive training in the safe storage of handguns, actual firing of handguns and instruction in the laws of this state governing the carrying of concealed handguns and the use of deadly force; (B) general guidelines for courses which are compatible with the industry standard for basic handgun training for civilians; (C) qualifications of instructors; and (D) a requirement that the course be: (i) A handgun course certified or sponsored by the attorney general; or (ii) a handgun course certified or sponsored by the national rifle association or by a law enforcement agency, college, private or public institution or organization or handgun training school, if the attorney general determines that such course meets or exceeds the standards required by rules and regulations adopted by the attorney general and is taught by instructors certified by the attorney general or by the national rifle association, if the attorney general determines that the requirements for certification of instructors by such association meet or exceed the standards required by rules and regulations adopted by the attorney general. Any person wanting to be certified by the attorney general as an instructor shall submit to the attorney general an application in the form required by the attorney general and a fee not to exceed \$150.

(2) The cost of the handgun safety and training course required by this section shall be paid by the applicant. The following shall constitute satisfactory evidence of satisfactory completion of an approved handgun safety and training course:

(A) Evidence of completion of the *a* course *that satisfies the requirements of subsection (b)(1)*, in the form provided by rules and regulations adopted by the attorney general;

(B) an affidavit from the instructor, school, club, organization or group that conducted or taught such course attesting to the completion of the course by the applicant; or

(C) *evidence of completion of a course offered in another jurisdiction which is determined by the attorney general to have training requirements that are equal to or greater than those required by this act; or*

(D) a determination by the attorney general pursuant to subsection (c).

(c) The attorney general may:

(1) Create a list of concealed carry handgun licenses or permits issued by other jurisdictions which the attorney general finds have training requirements that are equal to or greater than those of this state; and (2) review each application received pursuant to K.S.A. 2015 Supp. 75-7c05, and amendments thereto, to determine if the applicant's previous training qualifications were equal to or greater than those of this state.

(d) For the purposes of this section:

(1) "Equal to or greater than" means the applicant's prior training meets or exceeds the training established in this section by having required, at a minimum, the applicant to: (A) Receive instruction on the laws of self-defense; and (B) demonstrate training and competency in the safe handling, storage and actual firing of handguns.

(2) "Jurisdiction" means another state or the District of Columbia.

(3) "License or permit" means a concealed carry handgun license or permit from another jurisdiction which has not expired and, except for any residency requirement of the issuing jurisdiction, is currently in good standing.

Sec. 4. K.S.A. 2015 Supp. 75-7c05 is hereby amended to read as follows: 75-7c05. (a) The application for a license pursuant to this act shall be completed, under oath, on a form prescribed by the attorney general and shall only include:

(1) (A) Subject to the provisions of subsection (a)(1)(B), the name, address, social security number, Kansas driver's license number or Kansas nondriver's license identification number, place and date of birth, a photocopy of the applicant's driver's license or nondriver's identification card and a photocopy of the applicant's certificate of training course completion; (B) in the case of an applicant who presents proof that such person is on active duty with any branch of the armed forces of the United States, or is the dependent of such a person, and who does not possess a Kansas driver's license or Kansas nondriver's license identification, the number of such license or identification shall not be required; (2) a statement that the applicant is in compliance with criteria contained within K.S.A. 2015 Supp. 75-7c04, and amendments thereto;

(3) a statement that the applicant has been furnished a copy of this act and is knowledgeable of its provisions;

(4) a conspicuous warning that the application is executed under oath and that a false answer to any question, or the submission of any false document by the applicant, subjects the applicant to criminal prosecution under K.S.A. 2015 Supp. 21-5903, and amendments thereto; and

(5) a statement that the applicant desires a concealed handgun license as a means of lawful self-defense.

(b) *Except as otherwise provided in subsection (i)*, the applicant shall submit to the sheriff of the county where the applicant resides, during any normal business hours:

- (1) A completed application described in subsection (a);
- (2) a nonrefundable license fee of \$132.50, if the applicant has not previously been issued a statewide license or if the applicant's license has permanently expired, which fee shall be in the form of two cashier's checks, personal checks or money orders of \$32.50 payable to the sheriff of the county where the applicant resides and \$100 payable to the attorney general; (3) if applicable, a photocopy of the proof of training required by K.S.A. 2015 Supp. 75-7c04(b)(1), and amendments thereto; and
- (4) a full frontal view photograph of the applicant taken within the preceding 30 days. (c) (1) *Except as otherwise provided in subsection (i)*, the sheriff, upon receipt of the items listed in subsection (b), shall provide for the full set of fingerprints of the applicant to be taken and forwarded to the attorney general for purposes of a criminal history records check as provided by subsection (d). In addition, the sheriff shall forward to the attorney general the application and the portion of the original license fee which is payable to the attorney general. The cost of taking such fingerprints shall be included in the portion of the fee retained by the sheriff. Notwithstanding anything in this section to the contrary, an applicant shall not be required to submit fingerprints for a renewal application under K.S.A. 2015 Supp. 75-7c08, and amendments thereto.
- (2) The sheriff of the applicant's county of residence or the chief law enforcement officer of any law enforcement agency, at the sheriff's or chief law enforcement officer's discretion, may participate in the process by submitting a voluntary report to the attorney general containing readily discoverable information, corroborated through public records, which, when combined with another enumerated factor, establishes that the applicant poses a significantly greater threat to law enforcement or the public at large than the average citizen. Any such voluntary reporting shall be made within 45 days after the date the sheriff receives the application. Any sheriff or chief law enforcement officer submitting a voluntary report shall not incur any civil or criminal liability as the result of the good faith submission of such report.
- (3) All funds retained by the sheriff pursuant to the provisions of this section shall be credited to a special fund of the sheriff's office which shall be used solely for the purpose of administering this act.
- (d) Each applicant shall be subject to a state and national criminal history records check which conforms to applicable federal standards, including an inquiry of the national instant criminal background check system for the purpose of verifying the identity of the applicant and whether the applicant has been convicted of any crime or has been the subject of any restraining order or any mental health related finding that would disqualify the applicant from holding a license under this act. The attorney general is authorized to use the information obtained from the state or national criminal history record check to determine the applicant's eligibility for such license.
- (e) Within 90 days after the date of receipt of the items listed in subsection (b), the attorney general shall:
 - (1) Issue the license and certify the issuance to the department of revenue; or
 - (2) deny the application based solely on: (A) The report submitted by the sheriff or other chief law enforcement officer under subsection (c)(2) for good cause shown therein; or (B) the ground that the applicant is disqualified under the criteria listed in K.S.A. 2015 Supp. 75-7c04, and amendments thereto. If the attorney general denies the application, the attorney general shall notify the applicant in writing, stating the ground for denial and informing the applicant the opportunity for a hearing pursuant to the Kansas administrative procedure act.
- (f) Each person issued a license shall pay to the department of revenue a fee for the cost of the license which shall be in amounts equal to the fee required pursuant to K.S.A. 8-243 and 8-246, and amendments thereto, for replacement of a driver's license.

(g) (1) A person who is a retired law enforcement officer, as defined in K.S.A. 2015 Supp. 21-5111, and amendments thereto, shall be: (A) Required to pay an original license fee as provided in subsection (b)(2), to be forwarded by the sheriff to the attorney general; (B) exempt from the required completion of a handgun safety and training course if such person was certified by the Kansas commission on peace officer's standards and training, or similar body from another jurisdiction, not more than eight years prior to submission of the application; (C) required to pay the license renewal fee; (D) required to pay to the department of revenue the fees required by subsection (f); and (E) required to comply with the criminal history records check requirement of this section.

(2) Proof of retirement as a law enforcement officer shall be required and provided to the attorney general in the form of a letter from the agency head, or their designee, of the officer's retiring agency that attests to the officer having retired in good standing from that agency as a law enforcement officer for reasons other than mental instability and that the officer has a nonforfeitable right to benefits under a retirement plan of the agency.

(h) A person who is a corrections officer, a parole officer or a corrections officer employed by the federal bureau of prisons, as defined by K.S.A. 75-5202, and amendments thereto, shall be: (1) Required to pay an original license fee as provided in subsection (b)(2); (2) exempt from the required completion of a handgun safety and training course if such person was issued a certificate of firearms training by the department of corrections or the federal bureau of prisons or similar body not more than one year prior to submission of the application; (3) required to pay the license renewal fee; (4) required to pay to the department of revenue the fees required by subsection (f); and (5) required to comply with the criminal history records check requirement of this section.

(i) A person who presents proof that such person is on active duty with any branch of the armed forces of the United States and is stationed at a United States military installation located outside this state, may submit by mail an application described in subsection (a) and the other materials required by subsection (b) to the sheriff of the county where the applicant resides. Provided the applicant is fingerprinted at a United States military installation, the applicant may submit a full set of fingerprints of such applicant along with the application. Upon receipt of such items, the sheriff shall forward to the attorney general the application and the portion of the original license fee which is payable to the attorney general.

Sec. 5. K.S.A. 2015 Supp. 75-7c10 is hereby amended to read as follows: 75-7c10. Subject to the provisions of K.S.A. 2015 Supp. 75-7c20, and amendments thereto:

(a) The carrying of a concealed handgun shall not be prohibited in any building unless such building is conspicuously posted in accordance with rules and regulations adopted by the attorney general.

(b) Nothing in this act shall be construed to prevent:

(1) any public or private employer from restricting or prohibiting by personnel policies persons from carrying a concealed handgun while on the premises of the employer's business or while engaged in the duties of the person's employment by the employer, except that no employer may prohibit possession of a handgun in a private means of conveyance, even if parked on the employer's premises; or (2) any private business or city, county or political subdivision from restricting or prohibiting persons from carrying a concealed handgun within a building or buildings of such entity, provided that the building is posted in accordance with rules and regulations adopted by the attorney general pursuant to subsection (i), as a building where carrying a concealed handgun is prohibited.

(c) (1) Any private entity which provides adequate security measures in a private building and which conspicuously posts signage in accordance with this section prohibiting the carrying of a concealed handgun in such building shall not be liable for any wrongful act or omission relating to actions of persons carrying a concealed handgun concerning acts or omissions regarding such handguns.

(2) Any private entity which does not provide adequate security measures in a private building and which allows the carrying of a concealed handgun shall not be liable for any wrongful act or omission relating to actions of persons carrying a concealed handgun concerning acts or omissions regarding such handguns.

(3) Nothing in this act shall be deemed to increase the liability of any private entity where liability would have existed under the personal and family protection act prior to the effective date of this act.

(d) The governing body or the chief administrative officer, if no governing body exists, of any of the following institutions may permit any employee, *who is legally qualified*, to carry a concealed handgun in any building of such institution, if the employee meets such institution's own policy requirements regardless of whether such building is conspicuously posted in accordance with the provisions of this section:

(1) A unified school district;

(2) a postsecondary educational institution, as defined in K.S.A. 74-3201b, and amendments thereto;

(3) a state or municipal-owned medical care facility, as defined in K.S.A. 65-425, and amendments thereto;

(4) a state or municipal-owned adult care home, as defined in K.S.A. 39-923, and amendments thereto;

(5) a community mental health center organized pursuant to K.S.A. 19-4001 et seq., and amendments thereto; or

(6) an indigent health care clinic, as defined by K.S.A. 2015 Supp. 65-7402, and amendments thereto.

(e) No public employer shall restrict or otherwise prohibit by personnel policies any employee, who is legally qualified, from carrying any concealed handgun while engaged in the duties of such employee's employment outside of such employer's place of business, including while in a means of conveyance.

(e) *(f)* (1) It shall be a violation of this section to carry a concealed handgun in violation of any restriction or prohibition allowed by subsection (a) or (b) if the building is posted in accordance with rules and regulations adopted by the attorney general pursuant to subsection (i) *(j)*. Any person who violates this section shall not be subject to a criminal penalty but may be subject to denial to such premises or removal from such premises.

(2) Notwithstanding the provisions of subsection (a) or (b), it is not a violation of this section for the United States attorney for the district of Kansas, the attorney general, any district attorney or county attorney, any assistant United States attorney if authorized by the United States attorney for the district of Kansas, any assistant attorney general if authorized by the attorney general, or any assistant district attorney or assistant county attorney if authorized by the district attorney or county attorney by whom such assistant is employed, to possess a handgun within any of the buildings described in subsection (a) or (b), subject to any restrictions or prohibitions imposed in any courtroom by the chief judge of the judicial district.

(3) Notwithstanding the provisions of subsection (a) or (b), it is not a violation of this section for a law enforcement officer, as that term is defined in K.S.A. 2015 Supp. 75-7c22, and amendments thereto, who satisfies the requirements of either K.S.A. 2015 Supp. 75-7c22(a) or (b), and amendments thereto, to possess a handgun within any of the buildings described in subsection (a) or (b), subject to any restrictions or prohibitions imposed in any courtroom by the chief judge of the judicial district.

(f) *(g)* On and after July 1, 2014, The provisions of this section shall not apply to the carrying of a concealed handgun in the state capitol.

(g) *(h)* For the purposes of this section:

(1) "Adequate security measures" shall have the same meaning as the term is defined in K.S.A. 2015 Supp. 75-7c20, and amendments thereto;

(2) "building" shall not include any structure, or any area of any structure, designated for the parking of motor vehicles; *and*

(3) "public employer" means the state and any municipality as those terms are defined in K.S.A. 75-6102, and amendments thereto, except the term "public employer" shall not include school districts.

(h) (i) Nothing in this act shall be construed to authorize the carrying or possession of a handgun where prohibited by federal law.

(i) (j) The attorney general shall adopt rules and regulations prescribing the location, content, size and other characteristics of signs to be posted on a building where carrying a concealed handgun is prohibited

pursuant to subsections (a) and (b). Such regulations shall prescribe, at a minimum, that:

(1) The signs be posted at all exterior entrances to the prohibited buildings;

(2) the signs be posted at eye level of adults using the entrance and not more than 12 inches to the right or left of such entrance;

(3) the signs not be obstructed or altered in any way; and

(4) signs which become illegible for any reason be immediately replaced.

Sec. 6. K.S.A. 2015 Supp. 75-7c20 is hereby amended to read as follows: 75-7c20. (a) The carrying of a concealed handgun shall not be prohibited in *any public area* of any state or municipal building unless such building *public area* has adequate security measures to ensure that no weapons are permitted to be carried into such building *public area* and the building *public area* is conspicuously posted *with either permanent or temporary signage approved by the governing body, or the chief administrative officer, if no governing body exists*, in accordance with K.S.A. 2015 Supp. 75-7c10, and amendments thereto.

(b) *The carrying of a concealed handgun shall not be prohibited throughout* any state or municipal building which contains both public access entrances and restricted access entrances shall provide adequate security measures at the public access entrances in order to prohibit the carrying of any weapons into such building *in its entirety unless such building has adequate security measures at all public access entrances to ensure that no weapons are permitted to be carried into such building and the building is conspicuously posted in accordance with K.S.A. 2015 Supp. 75-7c10, and amendments thereto.*

(c) No state agency or municipality shall prohibit an employee from carrying a concealed handgun at the employee's work place unless the building has adequate security measures *at all public access entrances to ensure that no weapons are permitted to be carried into such building* and the building is conspicuously posted in accordance with K.S.A. 2015 Supp. 75-7c10, and amendments thereto.

(d) (1) It shall not be a violation of the personal and family protection act for a person to carry a concealed handgun into a state or municipal building, *or any public area thereof*, so long as that person has authority to enter through a restricted access entrance into such building, *or public area thereof*, which provides adequate security measures *at all public access entrances* and the building, *or public area thereof*, is conspicuously posted in accordance with K.S.A. 2015 Supp. 75-7c10, and amendments thereto.

(2) *Any person, who is not an employee of the state or a municipality and is not otherwise authorized to enter a state or municipal building through a restricted access entrance, shall be authorized to enter through a restricted access entrance, provided such person:*

(A) *Is authorized by the chief law enforcement officer, governing body, or the chief administrative officer, if no governing body exists, to enter such state or municipal building through a restricted access entrance;*

(B) is issued an identification card by the chief law enforcement officer, governing body, or the chief administrative officer, if no governing body exists, which includes such person's photograph, name and any other identifying information deemed necessary by the issuing entity, and which states on the identification card that such person is authorized to enter such building through a restricted access entrance; and

(C) executes an affidavit or other notarized statement that such person acknowledges that certain firearms and weapons may be prohibited in such building and that violating any such regulations may result in the revocation of such person's authority to enter such building through a restricted access entrance. The chief law enforcement officer, governing body, or the chief administrative officer, if no governing body exists, shall develop criteria for approval of individuals subject to this paragraph to enter the state or municipal building through a restricted access entrance. Such criteria may include the requirement that the individual submit to a state and national criminal history records check before issuance and renewal of such authorization and pay a fee to cover the costs of such background checks. An individual who has been issued a concealed carry permit by the state of Kansas shall not be required to submit to another state and national criminal records check before issuance and renewal of such authorization. Notwithstanding any authorization granted under this paragraph, an individual may be subjected to additional security screening measures upon reasonable suspicion or in circumstances where heightened security measures are warranted. Such authorization does not permit the individual to carry a concealed weapon into a public building, which has adequate security measures, as defined by this act, and which is conspicuously posted in accordance with K.S.A. 2015 Supp. 75-7c10, and amendments thereto.

(e) A state agency or municipality which provides adequate security measures in a state or municipal building and which conspicuously posts signage in accordance with K.S.A. 2015 Supp. 75-7c10, and amendments thereto, prohibiting the carrying of a concealed handgun in such building shall not be liable for any wrongful act or omission relating to actions of persons carrying a concealed handgun concerning acts or omissions regarding such handguns.

(f) A state agency or municipality which does not provide adequate security measures in a state or municipal building and which allows the carrying of a concealed handgun shall not be liable for any wrongful act or omission relating to actions of persons carrying a concealed handgun concerning acts or omissions regarding such handguns.

(g) Nothing in this act shall limit the ability of a corrections facility, a jail facility or a law enforcement agency to prohibit the carrying of a handgun or other firearm concealed or unconcealed by any person into any secure area of a building located on such premises, except those areas of such building outside of a secure area and readily accessible to the public shall be subject to the provisions of subsection (b) (a).

(h) Nothing in this section shall limit the ability of the chief judge of each judicial district to prohibit the carrying of a concealed handgun by any person into courtrooms or ancillary courtrooms within the district provided that other means of security are employed such as armed law enforcement or armed security officers *the public area has adequate security measures to ensure that no weapons are permitted to be carried into such public area and the public area is conspicuously posted in accordance with K.S.A. 2015 Supp. 75-7c10, and amendments thereto.*

(i) The governing body or the chief administrative officer, if no governing body exists, of a state or municipal building, may exempt the building, *or any public area thereof*, from this section until January 1, 2014, by notifying the Kansas attorney general and the law enforcement agency of the local jurisdiction by letter of such exemption. Thereafter, such governing body or chief administrative officer may exempt a state or municipal building for *a period of only four years until July 1, 2017*, by adopting a resolution, or drafting a letter, listing the legal description of such building, listing the reasons for

such exemption, and including the following statement: “A security plan has been developed for the building being exempted which supplies adequate security to the occupants of the building and merits the prohibition of the carrying of a concealed handgun.” A copy of the security plan for the building shall be maintained on file and shall be made available, upon request, to the Kansas attorney general and the law enforcement agency of local jurisdiction. Notice of this exemption, together with the resolution adopted or the letter drafted, shall be sent to the Kansas attorney general and to the law enforcement agency of local jurisdiction. The security plan shall not be subject to disclosure under the Kansas open records act.

(j) The governing body or the chief administrative officer, if no governing body exists, of any of the following institutions may exempt any building of such institution, *or any public area thereof*, from this section for a period of only four years *until July 1, 2017*, by stating the reasons for such exemption and sending notice of such exemption to the Kansas attorney general:

(1) A state or municipal-owned medical care facility, as defined in K.S.A. 65-425, and amendments thereto;

(2) a state or municipal-owned adult care home, as defined in K.S.A. 39-923, and amendments thereto;

(3) a community mental health center organized pursuant to K.S.A. 19-4001 et seq., and amendments thereto;

(4) an indigent health care clinic, as defined by K.S.A. 2015 Supp. 65-7402, and amendments thereto; or

(5) a postsecondary educational institution, as defined in K.S.A. 74-3201b, and amendments thereto, including any buildings located on the grounds of such institution and any buildings leased by such institution.

(k) The provisions of this section shall not apply to any building located on the grounds of the Kansas state school for the deaf or the Kansas state school for the blind.

(l) Nothing in this section shall be construed to prohibit any law enforcement officer, as defined in K.S.A. 2015 Supp. 75-7c22, and amendments thereto, who satisfies the requirements of either K.S.A. 2015 Supp. 75-7c22(a) or (b), and amendments thereto, from carrying a concealed handgun into any state or municipal building, *or any public area thereof*, in accordance with the provisions of K.S.A. 2015 Supp. 75-7c22, and amendments thereto, subject to any restrictions or prohibitions imposed in any courtroom by the chief judge of the judicial district.

(m) For purposes of this section:

(1) “Adequate security measures” means the use of electronic equipment and *armed* personnel at public entrances to detect and restrict the carrying of any weapons into the state or municipal building, *or any public area thereof*, including, but not limited to, metal detectors, metal detector wands or any other equipment used for similar purposes to ensure that weapons are not permitted to be carried into such building *or public area* by members of the public. Adequate security measures for storing and securing lawfully carried weapons, including, but not limited to, the use of gun lockers or other similar storage options may be provided at public entrances.

(2) “*Authorized personnel*” means *employees of a state agency or municipality and any person granted authorization pursuant to subsection (d)(2), who are authorized to enter a state or municipal building through a restricted access entrance.*

(2) (3) The terms “municipality” and “municipal” are interchangeable and have the same meaning as the term “municipality” is defined in K.S.A. 75-6102, and amendments thereto, but does not include school districts.

(3) (4) *“Public area” means any portion of a state or municipal building that is open to and accessible by the public or which is otherwise designated as a public area by the governing body or the chief administrative officer, if no governing body exists, of such building.*

(5) *“Restricted access entrance” means an entrance that is restricted to the public and requires a key, keycard, code, or similar device to allow entry to authorized personnel.*

(4) (6) *“State” means the same as the term is defined in K.S.A. 75-6102, and amendments thereto.*

(5) (7) (A) *“State or municipal building” means a building owned or leased by such public entity. It does not include a building owned by the state or a municipality which is leased by a private entity whether for profit or not-for-profit or a building held in title by the state or a municipality solely for reasons of revenue bond financing.*

(B) *On and after July 1, 2014, The term “state and municipal building” shall not include the state capitol.*

(6) (8) *“Weapon” means a weapon described in K.S.A. 2015 Supp.21-6301, and amendments thereto, except the term “weapon” shall not include any cutting instrument that has a sharpened or pointed blade.*

(n) *This section shall be a part of and supplemental to the personal and family protection act. Sec. 7. K.S.A. 72-89a01 and K.S.A. 2015 Supp. 75-7c04, 75-7c05, 75-7c10 and 75-7c20 are hereby repealed. Sec. 8. This act shall take effect and be in force from and after its publication in the statute book.*

I hereby certify that the above BILL originated in the
HOUSE, and was adopted by that body

HOUSE adopted

Conference Committee Report

Speaker of the House.

Chief Clerk of the House.

Passed the SENATE

as amended

SENATE adopted

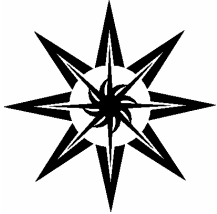
Conference Committee Report

President of the Senate.

Secretary of the Senate.

APPROVED

Governor.



POLICE PENSION BOARD

Committee Meeting Date: June 20th, 2016

COU 2016-: CONSIDER CHANGING THE ASSUMED RATE OF RETURN IN THE POLICE PENSION PLAN TO 7.5% FROM 7.75%

RECOMMENDATION

The Police Pension Board recommends changing the assumed rate of return in the Police Pension Plan to 7.5%.

COUNCIL ACTION REQUESTED ON:

July 5th, 2016

SUGGESTED MOTION

Motion to approve changing the assumed rate of return to 7.5% from 7.75% in the Police Pension Plan.

BACKGROUND

Currently, the Police Pension Plan has an assumed rate of return for investments at 7.75%. Based on the current economic climate, this rate of return is not realistic. Since inception, the Police Pension Plan investments have had an annualized rate of return of 7.54%. In order to be fiscally responsible, the Pension Board feels that lowering the assumed rate of return is appropriate and more consistent with the current market place. As the rate of return is lowered, the amount of contributions to properly fund the Plan increases. Sworn police officers contribute 4.0% of their salary towards the Plan, the remaining contribution is from the City budget.

The change in the assumed rate of return to the Pension Plan increases the City contribution from \$466,565.00 to \$535,450.00 or a difference of \$68,885.00

FUNDING SOURCE

01-03-XX-5019

PREPARED BY

Steve Noll
Council Member / Police Pension Board Member
Date: June 10, 2016

**Prairie Village, Kansas Police Department Retirement Plan
Alternative Investment Returns
Development of Normal Cost**

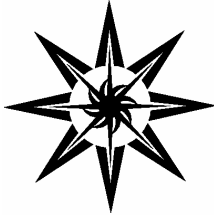
Investment Return	1/1/2016 Valuation			
	Preliminary 7.75%	Alternative 7.50%	Alternative 7.25%	Alternative 7.00%
1. Actuarial Present Value of Future Benefits	\$18,582,505	\$19,239,778	\$19,935,023	\$20,671,043
2. Actuarial Value of Assets	13,823,103	13,823,103	13,823,103	13,823,103
3. Actuarial Present Value of Future Normal Costs = (1) - (2)	4,759,402	5,416,675	6,111,920	6,847,940
4. Actuarial Present Value of Future Salaries	22,702,767	23,036,015	23,378,918	23,731,852
5. Normal Cost Rate = (3) / (4)	20.9640%	23.5139%	26.1429%	28.8555%
6. Covered Payroll under Normal Retirement Age	2,552,502	2,552,502	2,552,502	2,552,502
7. Total Normal Cost = (5) x (6)	535,107	600,193	667,298	736,537
8. Expected Employee Contributions	102,100	102,100	102,100	102,100
9. Employer Normal Cost (7) - (8)	433,007	498,093	565,198	634,437
10. Interest to Plan Year End	33,558	37,357	40,977	44,411
11. Annual Required Contribution at EOY (Contribution as % of Payroll)	466,565 18.3%	535,450 21.0%	606,175 23.7%	678,848 26.6%
12. Market Value of Assets	11,824,477	11,824,477	11,824,477	11,824,477
13. Entry Age Normal Accrued Liability Funded Percentage	15,723,262 75.2%	16,164,753 73.1%	16,626,088 71.1%	17,108,397 69.1%

**PRAIRIE VILLAGE POLICE DEPARTMENT
POLICE PENSION PLAN**

Annualized Rate of Return

2009:	15.48%
2010:	10.99%
2011:	.84%
2012:	10.24%
2013:	16.84%
2014:	5.99%
2015:	.23%
2016 YTD:	.03%
Since inception:	7.54%

*Information obtained from UMB Performance Review Documents



Consider including a stipend for elected officials in the 2017 budget and direct staff to draft enabling ordinances and policies.

Motions:

Approve including a stipend for elected officials in the 2017 budget and direct staff to draft enabling ordinances and policies.

Background:

Currently, the Mayor and City Council receive a ceremonial \$1 a year in compensation for their role and positions. Elected officials are eligible for the \$25 a month communications stipend.

Most area cities provide compensation to their Mayor and Councilmembers to recognize the dedication, sacrifice and efforts serving as an elected official. Fulfilling the role of an elected official requires dedication of time and resources including attending committee assignments, committee of the whole meetings, council meetings, neighborhood meetings, ad-hoc committees, responding to residents and city staff, and community events.

A work group was formed by the Mayor and included Councilmembers Odell, Schermoly, Noll, Myers and Mikkelson with staff members Nolan and Quinn. The work group was tasked with researching and discussing the advantages of providing compensation versus the current system. The group held two meetings (although not every member was able to attend each meeting). The Mayor did not participate in the work group meetings.

The group submits the following proposal for Council's consideration:

Starting in January 2017, the Mayor position would be eligible to receive each month:

- \$600 stipend
- \$400 car allowance
- \$200 expense stipend for other expenses associated with the responsibilities and obligations of the Mayor position
- The optional \$25 per month communication stipend would be included in the above stipend amount.
- The above compensation would be subject to payroll taxes.

Starting in January 2017, each Councilmember would be eligible to receive each month:

- \$300 stipend
- The optional \$25 per month communication stipend would be included in the above stipend amount.
- The above compensation would be subject to payroll taxes.

It was also proposed that the stipend increase 2% each year, rounded to the nearest dollar. The increase would not occur if during that budget year employee salaries remained constant (such as in 2010).

The work group discussed the advantages (reasons) for providing compensation to elected officials. The advantages include:

- Likely expand the candidate pool. It was generally thought that additional candidates would express interest if there is offsetting compensation.
- Offsets cost and expenses associated with the responsibilities of the position
 - o Vacation time / days off
 - o Child care costs during meetings
 - o Missed employment opportunities
- May increase the accountability of the elected official
- May encourage an increase in expectation and activity of elected officials in attending community events, committee meetings and other meetings such as MARC.
- It was discussed that some volunteer positions do receive stipends
- The group discussed that the Mayor's role, involvement and expectation is more significant than the role of a Councilmember.

The group also discussed the advantages of keeping the current system which include:

- Tradition. It is a "badge of honor" to serve with no compensation.
- Initiating compensation or stipend can be a politically charged issue and it is difficult to approve compensation for oneself and increases in the future.
- The elected positions are considered to be volunteers. If Councilmembers are compensated, it may discourage other volunteers to become involved.
- Compensation could encourage candidates for office to run for the wrong reasons.

It was asked if a Councilmember or Mayor could opt out of receiving the stipend. City Attorney reviewed this provision and concluded that an elected official could opt-out of the stipend if an opt-out option was provided in the ordinance.

Other considerations:

- An idea was proposed to start the stipend for the Mayor in 2017 and delay the Councilmember compensation for two years. Use the budget amount to hire a Council liaison to help with Council priorities and resident projects.
- The idea of setting the Council President's compensation different than Council was discussed. It was determined to keep the same amount as the position rotates each year and the Council President does not typically have other committee assignments while President.
- The group discussed the use of expense reports or mileage reimbursement forms. It was preferred to use a flat stipend amount despite the payroll taxes.

2017 Budget

For the above proposal, the budget would need to include a total of \$57,600 for the stipends. This includes the Mayor compensation of \$1200 a month (\$14,400 per year) and Council at \$300 a month (\$3,600 per year). When comparing this proposal with the Council's 2016 budget, there would be a net savings even with the stipend. The 2016 budget included \$60,000 for election costs which will no longer be budgeted. Currently, \$3,900 is budgeted for the communications stipend. This proposal does not require increasing revenue or raising existing tax rate.

Attachments:

- Summary of area cities – Mayor and Council compensation

Prepared By:
Quinn Bennion
City Administrator – June 14, 2016

Council Compensation Information

City	Population	Council Size	Council Comp. (monthly)	Council Full Compensation (monthly)	Mayor Comp. (monthly)	Mayor Full Compensation (monthly)	Council President Comp. (if different)
Fairway	3,963	8	\$150.00	\$150.00	\$300.00	\$300.00	N/A
Gardner	20,473	5	\$319.70	\$319.70	\$647.76	\$707.76	N/A
Leawood	32,991	8	\$416.68	\$766.68	\$800.00	\$1,400.00	N/A
Lenexa	50,344	8	\$834.17	\$970.67	\$1,668.33	\$1,971.67	N/A
Merriam	11,281	8	\$452.50	\$452.50	\$998.17	\$998.17	N/A
Mission	9,501	8	\$350.00	\$375.00	\$1,000.00	\$1,025.00	N/A
Mission Hills	3,582	5	\$0.00	\$0.00	\$0.00	\$0.00	N/A
Olathe	131,885	7	\$1,000.00	\$1,455.00	\$2,000.00	\$2,655.00	\$1,200.00
Overland Park	181,260	12	\$1,066.67	\$1,166.67	\$2,666.67	\$3,066.67	\$1,200 (as well a Committee Chairs)
Prairie Village	21,447	12	\$0.00	\$25.00	\$0.00	\$25.00	N/A
Roeland Park	6,845	8	\$425.00	\$425.00	\$510.00	\$510.00	N/A
Shawnee	64,323	8	\$801.28	\$801.28	\$1,355.97	\$1,873.13	N/A
Westwood	1,534	5	\$250.00	\$250.00	\$700.00	\$700.00	N/A

Average	41,495	8	\$466.62	\$550.58	\$972.84	\$1,171.72
Minimum	1,528	5	\$0	\$0	\$0	\$0
Maximum	181,260	12	\$1,066.67	\$1,455.00	\$2,666.67	\$3,066.67

Fairway

N/A

Gardner

Mayor receives \$60 car allowance per month.

Leawood

Council receives \$100 expense allowance, \$250 car allowance per paycheck per month.

Mayor receives \$200 expense allowance, \$400 car allowance per month

Also receive iPad, KPERS eligible, and meal expenses.

Lenexa

Council receives \$136.50 technology/car allowance per month.

Mayor receives \$303.33 technology/car allowance per month.

Merriam

They are issued an iPad they can buy for \$1 after 4 years.

KPERS is offered if they are interested.

Mission

Receive \$25/month for communications, no health/welfare benefits, outdoor pool membership, iPad.

Mission Hills

Access to an iPad and LKM/Chamber meetings.

Olathe

Mayor receives a \$400 general allowance for misc. expenses, \$175 for cell phone, and \$80 for internet per month.

Mayor Pro Temp receives a \$300 general allowance, \$175 for cell phone, and \$80 for internet per month.

Council members receive a \$200 general allowance, \$175 for cell phone and \$80 for internet per month.

Council members are eligible to participate in our deferred compensation program and the City matches up to \$1,200.

Council members are eligible to participate in our health/dental insurance programs.

Overland Park

Mayor is provided a \$400 auto allowance. Councilmembers receive a \$100 auto allowance per month.

Mayor and councilmembers are eligible for health insurance, KPERS and 457 plan.

Prairie Village

Receive \$25/month communication allowance, iPad, pool membership, and ID Shield subscription.

Roeland Park

Annual expense account of \$855 Councilmembers and \$500 for the Mayor for various expenses, meals, etc.

Shawnee

Mayor receives annual cell phone allowance of \$806 and annual car allowance of \$5399.94.

All are KPERS eligible & benefit eligible but must pay entire cost

Westwood

N/A

CITY OF PRAIRIE VILLAGE PROPOSED 2017 OPERATING BUDGET

June 20, 2016



Agenda

2

- Budget Summary (continued from June 6th)
- Economic Development Fund
- Summary of remaining funds & budgeted transfers
- Decision Points

2017 BUDGET

BUDGET SUMMARY



General Budget Items

4

- Fuel: \$3.00/gallon (\$3.25 in 2016)
- Wages: 3.25% (3.5% in 2016)
- Property & Causality Insurance (2016 renewal): 2.3% increase (\$4,828)
- Worker's Compensation Insurance (2016 renewal): 21.4% increase (\$31,536)
- Police Pension Contribution: \$550,000 22% increase (\$100,000)
- Utilities (Street Lights & Traffic Signals): 12.6% increase (\$179,000)
- Health Insurance 10% increase (\$111,022)
- General Fund Contingency: \$500,000 (same as 2016)



Personnel Budget Assumptions

5

- Codes Building Inspector: Full Time
- Health Insurance: 10% increase
- Dental Insurance: 5.0% increase
- Vision Insurance: 5.0% increase
- KPERS: 11.18% employer rate
- Police Pension Contribution: increased \$100,000 to \$550,000
- City Supplemental Pension Match (same as 2016)



Personnel Budget Assumptions (cont)

- **Employee Merit Pool: 3.25%**
 - Annual Merit Pool
 - Promotions
 - Recommendation based on surrounding cities and turnover rate

- **Overall Personal Services:**
 - 75% of General Fund budget
 - \$322,081 increase from 2016 budget to 2017 recommended budget (3.51% increase)



Budgeted Salary Pool History

7

Year	Percent Increase	Notes
2007	5.00%	
2008	5.00%	
2009	5.00%	
2010	2.00%	
2011	3.00%	
2012	0.00%	2% Lump payment – did not affect base salary
2013	2.00%	
2014	3.00%	
2015	3.50%	
2016	3.50%	
2017	3.25%	



Turnover Numbers

Turnover by Department/Type								
	2009	2010	2011	2012	2013	2014	2015	EE's in Dept.
Admin/Codes/ Court	1	0	1	1	4	9	4	21
Police	7	2	3	6	9	5	8	60
Public Works	4	2	0	2	5	1	3	29
Total Employees	12	4	4	9	18	15	15	
Total Turnover %	11%	4%	4%	8%	17%	14%	14%	
Voluntary	10	4	3	7	13	12	13	
Involuntary	2	0	1	2	5	3	2	

2016 BUDGET

ECONOMIC DEVELOPMENT



Economic Development

- Funding Source: transfer from General Fund and interest on idle funds
- 2017 Budget does not include a transfer from the General Fund
- Expenditures:

Projects	2014	2015	2016	2017
Exterior Grant Program	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Website renovation & upgrades	-	-	-	-
Johnson County Home Repair Program	20,000	20,000	20,000	20,000
KCADC Joint Membership w/Chamber	3,000	3,000	3,000	-
	<u>\$ 73,000</u>	<u>\$ 73,000</u>	<u>\$ 73,000</u>	<u>\$ 70,000</u>



Economic Development

□ Committee Recommendation

□ Park Land Acquisition & Improvements	\$1,200,000
□ Contingency Fund	\$272,943 ¹
□ Exterior Grant Program (3 years)	\$150,000
□ Mission Road 71 st to 75 th Street – aesthetic items	\$100,000
□ Village Square Concept Study (Harmon)	<u>\$50,000</u>
□ TOTAL	\$1,772,943

□ ¹ Adjusted to 2017 estimated ending fund balance = \$1,772,943



Decision Points

12

- ❑ 2017 Preliminary Budget – is Council Ok with direction we are headed?
- ❑ Tax Lid Legislation – this may be the last year we can raise the Mill Levy without a public vote – use for capital projects
- ❑ Johnson County $\frac{1}{4}$ cent public safety sales tax - \$5.4 million over 10 years (include in 2017 budget?)
- ❑ Include a salary/compensation study in 2017 budget @ \$20,000?
- ❑ Include a citizen survey @ \$20,000?



Tax Lid Legislation

13

- The new property tax “lid” will be effective with the 2018 Budget. Had the lid been effective for the 2017 budget, we would be faced with the decision to put the property tax levy to a popular vote or reduce General Fund expenditures by about \$47,000 (does not take into account the Police Department). An important exception to the tax lid is provided for debt service payments – principal and interest on general obligation bonds. We will utilize this exception to the City’s benefit to evaluate options for funding infrastructure and other projects.
- 1 mill is \$306,000
- Rough estimate of property taxes with tax lid imposed:
 - Maximum levy w/o vote in 2017 = \$5,924,480
 - Current levy @ 19.500 in 2017 = \$5,971,429
 - Difference \$46,949



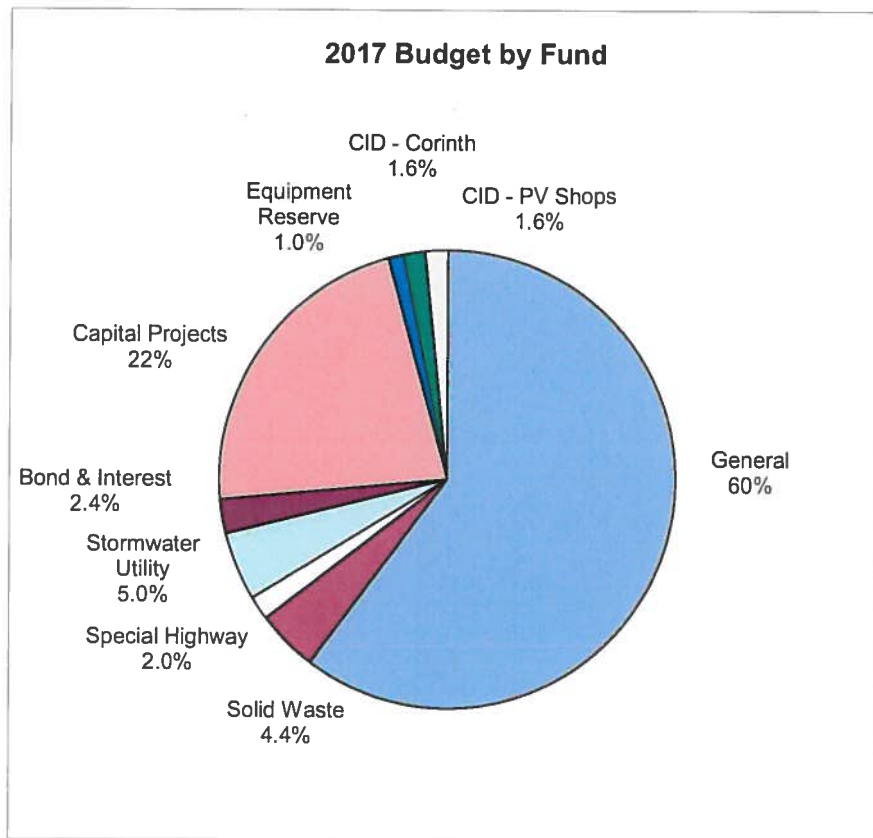
Next Steps

14

- June 20th -
 - Budget Summary (continued from June 6th)
 - Economic Development Fund
 - Summary of remaining funds & budgeted transfers
 - Decision Points
- July 5th - Permission to publish 2017 budget
- July 6th - Budget published in Legal Record
- July 18th - Permission to publish 2017 budget
- July 19th - Budget published in Legal Record
- August 1st - Budget hearing to adopt 2017 budget

2017 Budget by Fund

Fund	2014 Actual	2015 Actual	2016 Budget	2017 Budget
General	\$ 17,417,727	\$ 18,032,321	\$ 19,785,166	\$ 20,424,853
Solid Waste	1,397,031	1,403,839	1,484,605	1,485,739
Special Highway	500,000	555,000	570,000	570,000
Stormwater Utility	1,664,435	1,642,108	1,637,608	1,642,608
Special Parks & Rec	120,000	129,069	160,000	130,000
Special Alcohol	95,963	116,658	124,230	137,800
Bond & Interest	1,999,002	817,751	814,050	818,750
Capital Projects	4,808,020	5,995,778	7,172,521	7,535,000
Risk Management Reserve	100,439	3,001	70,000	70,000
Economic Development	66,591	67,833	73,000	70,000
Equipment Reserve	568,758	379,696	158,500	372,000
CID - Corinth	519,314	550,021	685,000	516,585
CID - PV Shops	926,272	566,369	685,000	549,150
Total	\$ 30,183,552	\$ 30,259,444	\$ 33,419,680	\$ 34,322,485



Note: The following funds are not included in the graph because they account for 1% or less of the total budgeted expenditures
Special Parks & Recreation, Special Alcohol, Risk Management and Economic Development

2017 Budget Overview - All Funds Combined

	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Fund Balance 1/1	15,004,591	14,160,843	11,747,008	12,004,100
Revenues:				
Property Taxes	5,535,425	5,669,245	5,972,115	5,971,429
Sales Taxes	5,756,130	5,882,776	5,930,000	5,939,400
Use Tax	949,264	994,647	953,000	985,000
Motor Vehicle Tax	663,776	681,530	710,745	711,999
Liquor Tax	418,053	385,059	420,000	390,000
Franchise Fees	2,395,072	1,979,976	1,866,000	1,972,750
Licenses & Permits	519,991	680,469	508,730	603,080
Intergovernmental	1,194,249	714,715	1,370,000	1,864,000
Charges for Services	4,569,935	4,570,600	4,576,145	4,549,545
Fines & Fees	1,195,088	905,453	1,109,450	1,010,900
Recreational Fees	424,345	426,651	445,530	377,825
Bond Proceeds	-	-	-	-
Interest on Investments	177,650	195,267	101,300	217,519
Miscellaneous	280,072	281,097	251,450	182,600
Net Inc/Decr in Fair Value	(154,432)	(99,877)		
Total Revenue	23,924,618	23,267,608	24,214,465	24,776,047
Transfers from Other funds:				
Transfer from General Fund	3,130,751	3,779,425	4,126,021	4,335,000
Transfer from Solid Waste Management	-	-	-	-
Transfer from Stormwater Utility Fund	1,664,435	1,642,108	1,637,608	1,642,608
Transfer from Special Highway Fund	500,000	555,000	570,000	570,000
Transfer from Special Parks & Rec Fund	120,000	180,000	160,000	130,000
Transfer from Special Alcohol Fund	-	-	-	-
Transfer from Economic Development Fund	-	-	-	-
Total	5,415,186	6,156,533	6,493,629	6,677,608
Total Sources	29,339,804	29,424,141	30,708,094	31,453,655
Expenditures:				
Personal Services	8,446,158	8,662,375	9,282,593	9,611,157
Contract Services	7,996,101	7,394,865	7,964,653	7,779,190
Commodities	678,052	637,377	780,384	781,980
Capital Outlay	841,032	645,696	411,850	618,800
Debt Service	1,999,002	817,751	814,050	818,750
Infrastructure	4,808,020	5,995,778	7,172,521	7,535,000
Equipment Reserve	-	-	-	-
Risk Management Reserve	-	-	-	-
Capital Project Reserve	-	-	-	-
Contingency	-	-	500,000	500,000
Total Expenditures	24,768,365	24,153,842	26,926,051	27,644,877
Transfers to Other Funds:				
Transfer to General Fund	423,467	400,000	400,000	400,000
Transfer to Bond & Interest Fund	563,368	242,108	237,608	242,608
Transfer to Capital Projects Fund	3,705,751	4,828,494	5,821,021	5,800,000
Transfer to Risk Management Fund	35,000	35,000	35,000	35,000
Transfer to Economic Development Fund	-	-	-	-
Transfer to Equipment Reserve Fund	687,600	600,000	-	200,000
Total	5,415,186	6,105,602	6,493,629	6,677,608
Total Uses	30,183,551	30,259,444	33,419,680	34,322,485
Sources Over(Under) Uses	(843,747)	(835,303)	(2,711,586)	(2,868,830)
Fund Balance @ 12/31	14,160,844	13,325,540	9,035,422	9,135,270

Includes all City funds except for the Grant Fund and the pension trust funds.

**City of Prairie Village
2017 Budget
Budget Summary - All Funds**

	General Fund	Solid Waste Management	Special Highway	Stormwater Utility	Special Parks & Rec	Special Alcohol	Bond & Interest	Subtotal - Budgeted Funds
Fund Balance 1/1	6,604,051	362,692	106,399	216,012	77,801	182,912	71,155	7,621,022
Revenues:								
Property Taxes	5,527,273	-	-	-	-	-	444,156	5,971,429
Sales Taxes	4,854,400	-	-	-	-	-	-	4,854,400
Use Tax	985,000	-	-	-	-	-	-	985,000
Motor Vehicle Tax	649,770	-	-	-	-	-	62,229	711,999
Liquor Tax	130,000	-	-	-	130,000	130,000	-	390,000
Franchise Fees	1,972,750	-	-	-	-	-	-	1,972,750
Licenses & Permits	597,080	1,500	-	4,500	-	-	-	603,080
Intergovernmental	-	-	570,000	-	-	-	-	570,000
Charges for Services	1,523,076	1,451,205	-	1,575,264	-	-	-	4,549,545
Fines & Fees	1,010,900	-	-	-	-	-	-	1,010,900
Recreational Fees	377,825	-	-	-	-	-	-	377,825
Bond Proceeds	-	-	-	-	-	-	-	-
Interest on Investments	80,000	6,800	3,200	6,319	750	2,000	3,300	102,369
Miscellaneous	165,600	7,000	-	-	-	-	-	172,600
Total Revenue	17,873,674	1,466,505	573,200	1,586,083	130,750	132,000	509,685	22,271,897
Transfers from Other funds:								
Transfer from General Fund	-	-	-	-	-	-	-	-
Transfer from Solid Waste Management	-	-	-	-	-	-	-	-
Transfer from Stormwater Utility Fund	400,000	-	-	-	-	-	242,608	642,608
Transfer from Special Highway Fund	-	-	-	-	-	-	-	-
Transfer from Special Parks & Rec Fund	-	-	-	-	-	-	-	-
Transfer from Special Alcohol Fund	-	-	-	-	-	-	-	-
Total	400,000	-	-	-	-	-	242,608	642,608
Total Sources	18,273,674	1,466,505	573,200	1,586,083	130,750	132,000	752,293	22,914,505
Expenditures:								
Personal Services	9,504,543	26,841	-	-	-	79,773	-	9,611,157
Contract Services	5,073,285	1,458,698	-	-	-	41,472	-	6,573,455
Commodities	765,225	200	-	-	-	16,555	-	781,980
Capital Outlay	246,800	-	-	-	-	-	-	246,800
Debt Service	-	-	-	-	-	-	818,750	818,750
Infrastructure	-	-	-	-	-	-	-	-
Equipment Reserve	-	-	-	-	-	-	-	-
Risk Management Reserve	-	-	-	-	-	-	-	-
Capital Infrastructure Reserve	-	-	-	-	-	-	-	-
Contingency	500,000	-	-	-	-	-	-	500,000
Total Expenditures	16,089,853	1,485,739	-	-	-	137,800	818,750	18,532,142
Transfers to Other Funds:								
Transfer to General Fund	-	-	-	400,000	-	-	-	400,000
Transfer to Bond & Interest Fund	-	-	-	242,608	-	-	-	242,608
Transfer to Capital Infrastructure Fund	4,100,000	-	570,000	1,000,000	130,000	-	-	5,800,000
Transfer to Risk Management Fund	35,000	-	-	-	-	-	-	35,000
Transfer to Economic Development Fund	-	-	-	-	-	-	-	-
Transfer to Equipment Reserve Fund	200,000	-	-	-	-	-	-	200,000
Total	4,335,000	-	570,000	1,642,608	130,000	-	-	6,677,608
Total Uses	20,424,853	1,485,739	570,000	1,642,608	130,000	137,800	818,750	25,209,750
Sources Over(Under) Uses	(2,151,179)	(19,234)	3,200	(56,525)	750	(5,800)	(66,457)	(2,295,245)
Fund Balance @ 12/31	4,452,872	343,458	109,599	159,487	78,551	177,112	4,698	5,325,777

**City of Prairie Village
2017 Budget
Budget Summary - All Funds**

	Capital Infrastructure	Risk Management	Economic Development	Equipment Reserve	CID Corinth	CID PV Shops	All Funds Total
Fund Balance 1/1	1,812,767	94,108	1,826,943	631,725	85	17,450	12,004,100
Revenues:							
Property Taxes	-	-	-	-	-	-	5,971,429
Sales Taxes	-	-	-	-	535,000	550,000	5,939,400
Use Tax	-	-	-	-	-	-	985,000
Motor Vehicle Tax	-	-	-	-	-	-	711,999
Liquor Tax	-	-	-	-	-	-	390,000
Franchise Fees	-	-	-	-	-	-	1,972,750
Licenses & Permits	-	-	-	-	-	-	603,080
Intergovernmental	1,294,000	-	-	-	-	-	1,864,000
Charges for Services	-	-	-	-	-	-	4,549,545
Fines & Fees	-	-	-	-	-	-	1,010,900
Recreational Fees	-	-	-	-	-	-	377,825
Bond Proceeds	-	-	-	-	-	-	-
Interest on Investments	90,000	450	16,000	5,500	1,500	1,700	217,519
Miscellaneous	10,000	-	-	-	-	-	182,600
Total Revenue	1,394,000	450	16,000	5,500	536,500	551,700	24,776,047
Transfers from Other funds:							
Transfer from General Fund	4,100,000	35,000	-	200,000	-	-	4,335,000
Transfer from Solid Waste Management	-	-	-	-	-	-	-
Transfer from Stormwater Utility Fund	1,000,000	-	-	-	-	-	1,642,608
Transfer from Special Highway Fund	570,000	-	-	-	-	-	570,000
Transfer from Special Parks & Rec Fund	130,000	-	-	-	-	-	130,000
Transfer from Special Alcohol Fund	-	-	-	-	-	-	-
Total	5,800,000	35,000	-	200,000	-	-	6,677,608
Total Sources	7,194,000	35,450	16,000	205,500	536,500	551,700	31,453,655
Expenditures:							
Personal Services	-	-	-	-	-	-	9,611,157
Contract Services	-	70,000	70,000	-	516,585	549,150	7,779,190
Commodities	-	-	-	-	-	-	781,980
Capital Outlay	-	-	-	372,000	-	-	618,800
Debt Service	-	-	-	-	-	-	818,750
Infrastructure	7,535,000	-	-	-	-	-	7,535,000
Equipment Reserve	-	-	-	-	-	-	-
Risk Management Reserve	-	-	-	-	-	-	-
Capital Infrastructure Reserve	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	500,000
Total Expenditures	7,535,000	70,000	70,000	372,000	516,585	549,150	27,644,877
Transfers to Other Funds:							
Transfer to General Fund	-	-	-	-	-	-	400,000
Transfer to Bond & Interest Fund	-	-	-	-	-	-	242,608
Transfer to Capital Infrastructure Fund	-	-	-	-	-	-	5,800,000
Transfer to Risk Management Fund	-	-	-	-	-	-	35,000
Transfer to Economic Development Fund	-	-	-	-	-	-	-
Transfer to Equipment Reserve Fund	-	-	-	-	-	-	200,000
Total	-	-	-	-	-	-	6,677,608
Total Uses	7,535,000	70,000	70,000	372,000	516,585	549,150	34,322,485
Sources Over(Under) Uses	(341,000)	(34,550)	(54,000)	(166,500)	19,915	2,550	(2,868,830)
Fund Balance @ 12/31	1,471,767	59,558	1,772,943	465,225	20,000	20,000	9,135,270

General Fund

	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Fund Balance 1/1	\$ 7,294,103	\$ 7,059,237	\$ 5,762,287	\$ 6,604,051
Revenues:				
Property Taxes	4,201,311	5,314,495	5,450,150	5,527,273
Sales Taxes	4,728,158	4,803,664	4,850,000	4,854,400
Use Tax	949,264	994,647	953,000	985,000
Motor Vehicle Tax	479,202	511,134	667,241	649,770
Liquor Tax	139,351	128,353	140,000	130,000
Franchise Fees	2,395,072	1,979,976	1,866,000	1,972,750
Licenses & Permits	513,933	672,724	502,930	597,080
Intergovernmental				
Charges for Services	1,554,551	1,531,907	1,549,676	1,523,076
Fines & Fees	1,195,088	905,453	1,109,450	1,010,900
Recreational Fees	424,345	426,651	445,530	377,825
Interest on Investments	52,852	80,876	70,000	80,000
Miscellaneous	219,027	212,325	196,040	165,600
Net Inc/Decr in Fair Value	(92,760)	(57,878)		
Total Revenue	16,759,394	17,504,327	17,800,017	17,873,674
Transfers from Other funds:				
Transfer from Stormwater Utility Fund	423,467	400,000	400,000	400,000
Total	423,467	400,000	400,000	400,000
Total Sources	17,182,861	17,904,327	18,200,017	18,273,674
Expenditures:				
Personal Services	8,354,493	8,563,935	9,182,462	9,504,543
Contract Services	4,990,935	4,801,397	4,958,687	5,073,285
Commodities	669,274	621,564	764,646	765,225
Capital Outlay	272,274	266,000	253,350	246,800
Contingency	-	-	500,000	500,000
Total Expenditures	14,286,976	14,252,896	15,659,145	16,089,853
Transfers to Other Funds:				
Transfer to Capital Infrastructure Fund	2,495,751	3,144,425	4,091,021	4,100,000
Transfer to Bond & Interest Fund	-	-	-	-
Transfer to Risk Management Fund	35,000	35,000	35,000	35,000
Transfer to Economic Development Fund	-	-	-	-
Transfer to Equipment Reserve Fund	600,000	600,000	-	200,000
Total	3,130,751	3,779,425	4,126,021	4,335,000
Total Uses	17,417,727	18,032,321	19,785,166	20,424,853
Sources Over(Under) Uses	(234,866)	(127,994)	(1,585,149)	(2,151,179)
Fund Balance @ 12/31	\$ 7,059,237	\$ 6,931,243	\$ 4,177,138	\$ 4,452,872

Funding Sources: Property tax, sales tax, franchise fees, grants from other governments, user fees and charges.

Expenditures: General operating expenditures and a portion of infrastructure improvement expenditures.

Solid Waste Management Fund

	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Fund Balance 1/1	\$ 229,003	\$ 303,546	\$ 358,399	\$ 362,692
Revenues:				
Licenses & Permits	1,858	1,515	1,800	1,500
Charges for Services	1,451,107	1,459,277	1,451,205	1,451,205
Interest on Investments	5,508	6,143	5,500	6,800
Miscellaneous	13,101	7,150	15,000	7,000
Total Revenue	1,471,574	1,474,085	1,473,505	1,466,505
Total Sources	1,471,574	1,474,085	1,473,505	1,466,505
Expenditures:				
Personal Services	22,462	25,372	25,707	26,841
Contract Services	1,374,569	1,378,467	1,458,698	1,458,698
Commodities	-	-	200	200
Capital Outlay	-	-	-	-
Total Expenditures	1,397,031	1,403,839	1,484,605	1,485,739
Total Uses	1,397,031	1,403,839	1,484,605	1,485,739
Sources Over(Under) Uses	74,543	70,246	(11,100)	(19,234)
Fund Balance @ 12/31	\$ 303,546	\$ 373,792	\$ 347,299	\$ 343,458

Funding Sources: Special assessments on property tax bills.

Expenditures: Contract with Deffenbaugh Disposal, Inc. for solid waste collection, recycling, composting services and large item pick up as well as a portion of the City's administrative costs including personal services and supplies.

2010 Assessment: \$177.62

2011 Assessment: \$200.74

2012 Assessment: \$200.74

2013 Assessment: \$158.52

2014 Assessment: \$174.00

2015 Assessment: \$174.00

2016 Assessment: \$174.00

2017 Assessment: \$174.00

Special Highway Fund

	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Fund Balance 1/1	\$ 11,818	\$ 79,777	\$ 79,777	\$ 106,399
Revenues:				
Intergovernmental	566,971	576,553	570,000	570,000
Interest on Investments	988	4,119	950	3,200
Total Revenue	567,959	580,672	570,950	573,200
Total Sources	567,959	580,672	570,950	573,200
Transfers to Other Funds:				
Transfer to Capital Infrastructure Fund	500,000	555,000	570,000	570,000
Total	500,000	555,000	570,000	570,000
Total Uses	500,000	555,000	570,000	570,000
Sources Over(Under) Uses	67,959	25,672	950	3,200
Fund Balance @ 12/31	\$ 79,777	\$ 105,449	\$ 80,727	\$ 109,599

Funding Sources: State gasoline tax (per gallon)

Expenditures: Transfer to the Capital Infrastructure Fund for street improvements.

Stormwater Utility Fund

	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Fund Balance 1/1	\$ 411,159	\$ 320,111	\$ 257,951	\$ 216,012
Revenues:				
Licenses & Permits	4,200	6,230	4,000	4,500
Charges for Services	1,564,277	1,579,416	1,575,264	1,575,264
Interest on Investments	4,910	5,707	5,000	6,319
Total Revenue	1,573,387	1,591,353	1,584,264	1,586,083
Total Sources	1,573,387	1,591,353	1,584,264	1,586,083
Expenditures:				
Contract Services	-	-	-	-
Contingency	-	-	-	-
Total Expenditures	-	-	-	-
Transfers to Other Funds:				
Transfer to General Fund	423,467	400,000	400,000	400,000
Transfer to Bond & Interest Fund	563,368	242,108	237,608	242,608
Transfer to Capital Infrastructure Fund	590,000	1,000,000	1,000,000	1,000,000
Transfer to Capital Infrastructure Fund - Future Projects	-	-	-	-
Transfer to Equipment Reserve Fund	87,600	-	-	-
Total	1,664,435	1,642,108	1,637,608	1,642,608
Total Uses	1,664,435	1,642,108	1,637,608	1,642,608
Sources Over(Under) Uses	(91,048)	(50,755)	(53,344)	(56,525)
Fund Balance @ 12/31	\$ 320,111	\$ 269,356	\$ 204,607	\$ 159,487

Funding Sources: Special assessments on the property tax bills - fee per square foot of impervious area (\$0.040/sq. ft.) (2015 rate was \$0.040/sq. ft.)

Expenditures: Operation and maintenance of the City's stormwater system in accordance with NPDES guidelines.

Notes: The stormwater utility fee was a new revenue source in 2009. The fee is dedicated to funding the City's stormwater program and compliance with NPDES guidelines.

Special Park & Recreation Fund

	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Fund Balance 1/1	\$ 77,397	\$ 97,301	\$ 41,301	\$ 77,801
Revenues:				
Liquor Tax	139,351	128,353	140,000	130,000
Interest on Investments	553	716	500	750
Total Revenue	139,904	129,069	140,500	130,750
Total Sources	139,904	129,069	140,500	130,750
Transfers to Other Funds:				
Transfer to Capital Infrastructure Fund	120,000	129,069	160,000	130,000
Total	120,000	129,069	160,000	130,000
Total Uses	120,000	129,069	160,000	130,000
Sources Over(Under) Uses	19,904	-	(19,500)	750
Fund Balance @ 12/31	\$ 97,301	\$ 97,301	\$ 21,801	\$ 78,551

Funding Sources: Special alcohol tax per K.S.A. 79-41a04 (1/3 of total alcohol tax received by the City)

Expenditures: Park and pool improvements.

Special Alcohol Fund

	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Fund Balance 1/1	\$ 106,820	\$ 150,919	\$ 158,693	\$ 182,912
Revenues:				
Liquor Tax	139,351	128,353	140,000	130,000
Interest on Investments	711	3,218	900	2,000
Miscellaneous	-	-	410	-
Total Revenue	140,062	131,571	141,310	132,000
Total Sources	140,062	131,571	141,310	132,000
Expenditures:				
Personal Services	69,203	73,068	74,424	79,773
Contract Services	17,982	27,777	34,268	41,472
Commodities	8,778	15,813	15,538	16,555
Capital Outlay	-	-	-	-
Total Expenditures	95,963	116,658	124,230	137,800
Transfers to Other Funds:				
Transfer to Risk Management Fund	-	-	-	-
Total	-	-	-	-
Total Uses	95,963	116,658	124,230	137,800
Sources Over(Under) Uses	44,099	14,913	17,080	(5,800)
Fund Balance @ 12/31	\$ 150,919	\$ 165,832	\$ 175,773	\$ 177,112

Funding Sources: Special alcohol tax per K.S.A. 79-41a04 (1/3 of total alcohol tax received by the City)

Expenditures: Alcohol rehabilitation, including grants to local agencies through United Community Services and partial funding of the City's D.A.R.E. Program.

Bond & Interest Fund

	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Fund Balance 1/1	\$ 43,448	\$ 128,885	\$ 51,178	\$ 71,155
Revenues:				
Property Taxes	1,334,114	354,750	521,965	444,156
Motor Vehicle Tax	184,574	170,396	43,504	62,229
Interest on Investments	2,383	3,240	500	3,300
Total Revenue	1,521,071	528,386	565,969	509,685
Transfers from Other funds:				
Transfer from General Fund			-	
Transfer from Stormwater Fund	563,368	242,108	237,608	242,608
Total	563,368	242,108	237,608	242,608
Total Sources	2,084,439	770,494	803,577	752,293
Expenditures:				
Debt Service	1,999,002	817,751	814,050	818,750
Total Expenditures	1,999,002	817,751	814,050	818,750
Total Uses	1,999,002	817,751	814,050	818,750
Sources Over(Under) Uses	85,437	(47,257)	(10,473)	(66,457)
Fund Balance @ 12/31	\$ 128,885	\$ 81,628	\$ 40,705	\$ 4,698

Funding Sources: Property tax, motor vehicle tax

Expenditures: Debt service payments on the City's outstanding bonds.

Notes: The City's outstanding bonds will be paid off in 2036.

Capital Infrastructure Fund

	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Fund Balance 1/1	\$ 3,574,069	\$ 3,176,319	\$ 2,295,628	\$ 1,812,767
Revenues:				
Intergovernmental	627,278	138,162	800,000	1,294,000
Bond Proceeds	-	-	-	-
Interest on Investments	90,969	68,138	100,000	90,000
Miscellaneous	47,944	-	40,000	10,000
Net Inc/Decr in Fair Value	(61,672)	(41,999)		-
Total Revenue	704,519	164,301	940,000	1,394,000
Transfers from Other funds:				
Transfer from General Fund	2,495,751	3,144,425	4,091,021	4,100,000
Transfer from Special Highway Fund	500,000	555,000	570,000	570,000
Transfer from Stormwater Utility Fund	590,000	1,000,000	1,000,000	1,000,000
Transfer from Grant Fund	-	-	-	-
Transfer from Special Parks & Rec Fund	120,000	180,000	160,000	130,000
Transfer from Economic Development Fund				
Total	3,705,751	4,879,425	5,821,021	5,800,000
Total Sources	4,410,270	5,043,726	6,761,021	7,194,000
Expenditures:				
Debt Service	-	-		
Infrastructure	4,808,020	5,995,778	7,172,521	7,535,000
Transfer to Bond & Interest Fund	-	-		
Total Expenditures	4,808,020	5,995,778	7,172,521	7,535,000
Total Uses	4,808,020	5,995,778	7,172,521	7,535,000
Sources Over(Under) Uses	(397,750)	(952,052)	(411,500)	(341,000)
Fund Balance @ 12/31	\$ 3,176,319	\$ 2,224,267	\$ 1,884,128	\$ 1,471,767

Funding Sources: Transfers from the General Fund, Stormwater Utility Fund, Special Parks & Recreation Fund, Economic Development Fund, grants from other governments

Expenditures: Capital Infrastructure Program - Please see the CIP Section of this document for the detailed plan including projects and programs.

Capital Infrastructure Fund

CIP Expenditure Total = \$7,535,000

2017 PROJECT DESCRIPTION	2017 EXPENDITURES
Park Infrastructure Reserve	\$120,000
Harmon Park	\$127,000
Harmon Park Skate Park	\$30,000
PARK TOTAL PER YEAR	\$277,000
Drainage Repair Program	\$900,000
DRAINAGE TOTAL PER YEAR	\$900,000
Paving Program	\$2,345,000
UBAS Overlay	\$400,000
Mission Road - 75th St to 84th Terr (CARS)	\$2,518,000
Roe Ave - 67th St to 75st St (CARS)	\$75,000
Mission Rd-84th St to 95th St (Leawood)	\$75,000
STREET TOTAL PER YEAR	\$5,413,000
Building Reserve	\$23,000
PW Building Assessment	\$27,000
BUILDINGS TOTAL PER YEAR	\$50,000
ADA Compliance Program	\$25,000
Concrete Repair Program	\$700,000
Bike Plan 2017	\$70,000
Street Light Replacement (OP)	\$100,000
OTHER TOTAL PER YEAR	\$895,000
CIP TOTAL	\$7,535,000

Risk Management Reserve Fund

	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Fund Balance 1/1	\$ 67,593	\$ 2,361	\$ 61,751	\$ 94,108
Revenues:				
Interest on Investments	207	487	500	450
Miscellaneous	-	61,622	-	-
Total Revenue	207	62,109	500	450
Transfers from Other funds:				
Transfer from General Fund	35,000	35,000	35,000	35,000
Transfer from Special Alcohol Fund	-	-	-	-
Total	35,000	35,000	35,000	35,000
Total Sources	35,207	97,109	35,500	35,450
Expenditures:				
Contract Services	100,439	3,001	70,000	70,000
Total Expenditures	100,439	3,001	70,000	70,000
Total Uses	100,439	3,001	70,000	70,000
Sources Over(Under) Uses	(65,232)	94,108	(34,500)	(34,550)
Fund Balance @ 12/31	\$ 2,361	\$ 96,469	\$ 27,251	\$ 59,558

Funding Sources: Transfers from the General Fund, insurance claim reimbursements, interest on idle funds

Expenditures: Risk management related expenditures, such as insurance deductibles

Economic Development Fund

	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Fund Balance 1/1	\$ 1,994,853	\$ 1,942,029	\$ 1,879,029	\$ 1,826,943
Revenues:				
Interest on Investments	13,767	13,747	12,000	16,000
Total Revenue	13,767	13,747	12,000	16,000
Transfers from Other funds:				
Transfer from General Fund	-	-	-	-
Total	-	-	-	-
Total Sources	13,767	13,747	12,000	16,000
Expenditures:				
Contract Services	66,591	67,833	73,000	70,000
Total Expenditures	66,591	67,833	73,000	70,000
Total Uses	66,591	67,833	73,000	70,000
Sources Over(Under) Uses	(52,824)	(54,086)	(61,000)	(54,000)
Fund Balance @ 12/31	\$ 1,942,029	\$ 1,887,943	\$ 1,818,029	\$ 1,772,943

Projects	2014	2015	2016	2017
Exterior Grant Program	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Website renovation & upgrades	-	-	-	-
Johnson County Home Repair Program	20,000	20,000	20,000	20,000
KCADC Joint Membership w/Chamber	3,000	3,000	3,000	-
Total	\$ 73,000	\$ 73,000	\$ 73,000	\$ 70,000

Funding Sources: Transfers from the General Fund, interest on idle funds

Expenditures: Used for activities that foster and promote economic development with in the City per Ordinance No. 2153.

Equipment Reserve Fund

	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Fund Balance 1/1	\$ 439,284	\$ 560,882	\$ 473,382	\$ 631,725
Revenues:				
Intergovernmental		-	-	-
Interest on Investments	2,756	6,039	3,000	5,500
Total Revenue	2,756	6,039	3,000	5,500
Transfers from Other funds:				
Transfer from General Fund	600,000	600,000	-	200,000
Transfer from Stormwater Utility Fund	87,600	-	-	-
Transfer from Economic Dev Fund	-	-	-	-
Total	687,600	600,000	-	200,000
Total Sources	690,356	606,039	3,000	205,500
Expenditures:				
Capital Outlay	568,758	379,696	158,500	372,000
Total Expenditures	568,758	379,696	158,500	372,000
Total Uses	568,758	379,696	158,500	372,000
Sources Over(Under) Uses	121,598	226,343	(155,500)	(166,500)
Fund Balance @ 12/31	\$ 560,882	\$ 787,225	\$ 317,882	\$ 465,225

Funding Sources: Transfers from the General Fund, interest on idle funds

Expenditures: Acquisition of equipment, vehicles and technology projects.

Equipment Reserve Plan

Equipment Reserve Expenditure Total = \$362,000

2017 PROJECT DESCRIPTION	2017 EXPENDITURES
Police Department Laptop Replacement	\$60,000
Police Department NICHE Software from Olathe	\$52,000
IT PROJECTS TOTAL	\$112,000
Public Works Hot Box	\$40,000
Public Works Ventrac (Tractor)	\$30,000
Public Works (2) Pickup Trucks	\$70,000
Public Works Mower	\$15,000
Public Works Large Pickup Truck	\$105,000
EQUIPMENT/VEHICLE TOTAL	\$260,000
EQUIPMENT RESERVE TOTAL	\$372,000

CID - Corinth Fund

	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Fund Balance 1/1	\$ 166,719	\$ 164,637	\$ 165,438	\$ 85
Revenues:				
Sales Taxes	516,652	527,280	540,000	535,000
Interest on Investments	580	1,689	1,000	1,500
Total Revenue	517,232	528,969	541,000	536,500
Total Sources	517,232	528,969	541,000	536,500
Expenditures:				
Contract Services	519,314	550,021	685,000	516,585
Total Expenditures	519,314	550,021	685,000	516,585
Total Uses	519,314	550,021	685,000	516,585
Sources Over(Under) Uses	(2,082)	(21,052)	(144,000)	19,915
Fund Balance @ 12/31	\$ 164,637	\$ 143,585	\$ 21,438	\$ 20,000

Funding Sources: Monies received from the Community Improvement District additional 1% sales tax

Expenditures: Development within Corinth Square per Developer Agreement

CID - PV Shops Fund

	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Fund Balance 1/1	\$ 588,325	\$ 174,839	\$ 162,194	\$ 17,450
Revenues:				
Sales Taxes	511,320	551,832	540,000	550,000
Interest on Investments	1,466	1,148	1,000	1,700
Total Revenue	512,786	552,980	541,000	551,700
Total Sources	512,786	552,980	541,000	551,700
Expenditures:				
Contract Services	926,272	566,369	685,000	549,150
Total Expenditures	926,272	566,369	685,000	549,150
Total Uses	926,272	566,369	685,000	549,150
Sources Over(Under) Uses	(413,486)	(13,389)	(144,000)	2,550
Fund Balance @ 12/31	\$ 174,839	\$ 161,450	\$ 18,194	\$ 20,000

Funding Sources: Monies received from the Community Improvement District additional 1% sales tax

Expenditures: Development within PV Shops per Developer Agreement

**2017 Budget
Schedule of Transfers**

	Transfer To										Total	
	General	Solid Waste Management	Special Highway	Stormwater Utility	Special Parks & Recreation	Special Alcohol	Bond & Interest	Capital Projects	Risk Management	Economic Development		Equipment Reserve
General Fund	-	-	-	-	-	-	-	4,100,000	35,000	-	200,000	4,335,000
Solid Waste Management	-	-	-	-	-	-	-	-	-	-	-	-
Special Highway	-	-	-	-	-	-	-	570,000	-	-	-	570,000
Stormwater Utility	400,000	-	-	-	-	-	242,608	1,000,000	-	-	-	1,642,608
Special Parks & Recreation	-	-	-	-	-	-	-	130,000	-	-	-	130,000
Special Alcohol	-	-	-	-	-	-	-	-	-	-	-	-
Bond & Interest	-	-	-	-	-	-	-	-	-	-	-	-
Capital Projects	-	-	-	-	-	-	-	-	-	-	-	-
Risk Management Reserve	-	-	-	-	-	-	-	-	-	-	-	-
Economic Development	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Reserve	-	-	-	-	-	-	-	-	-	-	-	-
Total	400,000	-	-	-	-	-	242,608	5,800,000	35,000	-	200,000	6,677,608

Transfer From

2017 BUDGET

2017 Public Works CIP



Agenda

- 2016 Projects
- Infrastructure Condition
- Recommended Program
- Discussion



2016 Current and Planned Work

□ **Street Projects**

- 67th Terrace: Nall Avenue to Hodges 69th Terrace: Roe Avenue to Tomahawk Road
- 69th Street: Fonticello Street to Roe Avenue 70th Terrace: Reeds Road to Nall Avenue
- 72nd Street: High Drive to State Line Road Howe Drive: Cul-de-sac of 77th Street
- Dearborn Drive Cul-de-sac south Booth Drive: 75th Street to 78th Street
- Belinder Avenue: Somerset Drive to 75th Street 82nd Terrace: Roe Avenue to Somerset Drive
- Dearborn Drive: 81st Street to 79th Street (including Dearborn Drive Circle)

□ **CARS Project**

- Mission Road, 71st Street to 75th Street

□ **Drainage Projects**

- Drainage Channel Repair at 82nd Terrace and Roe Avenue

□ **Other Projects**

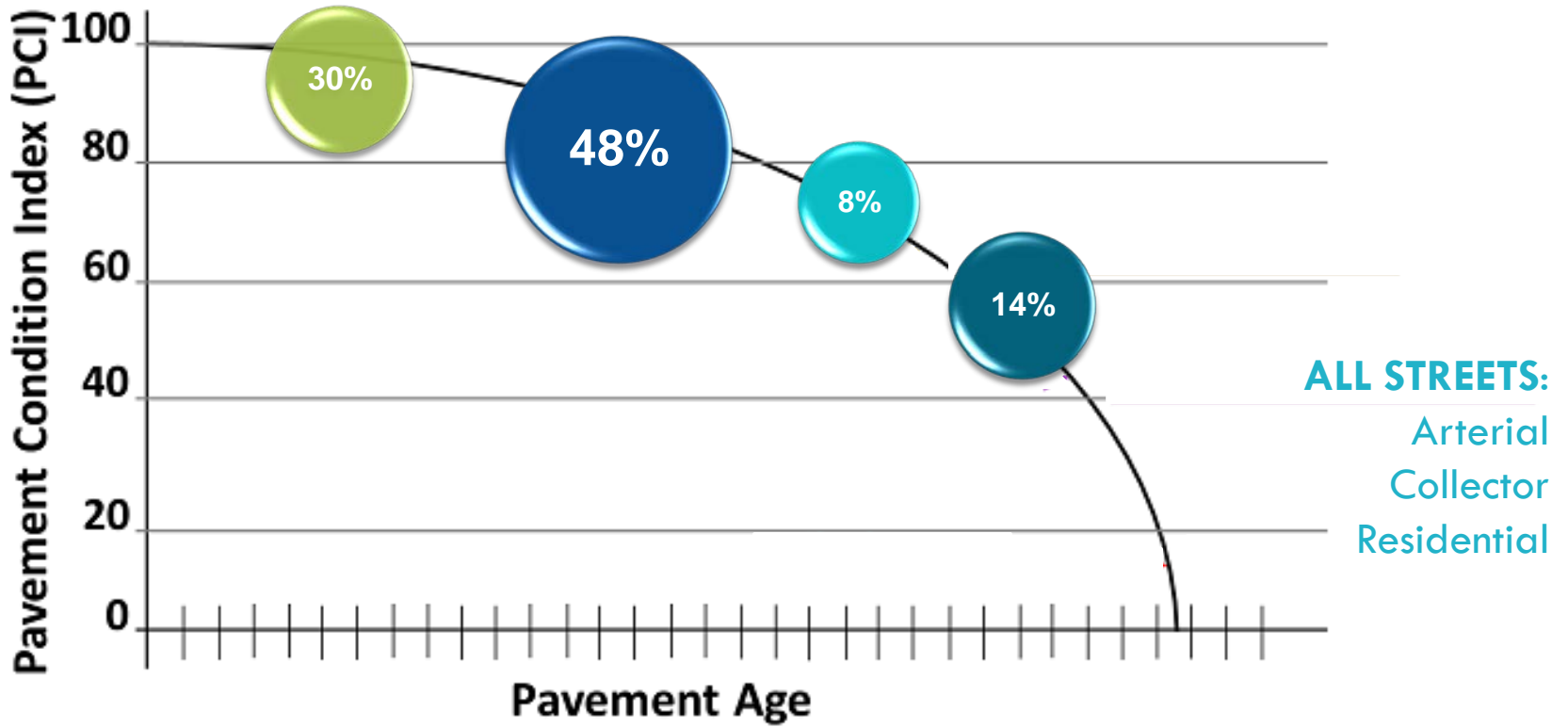
- 2016 Concrete Repair, 2016 Asphalt Repairs, 2016 Crack Seal and Micro Surface

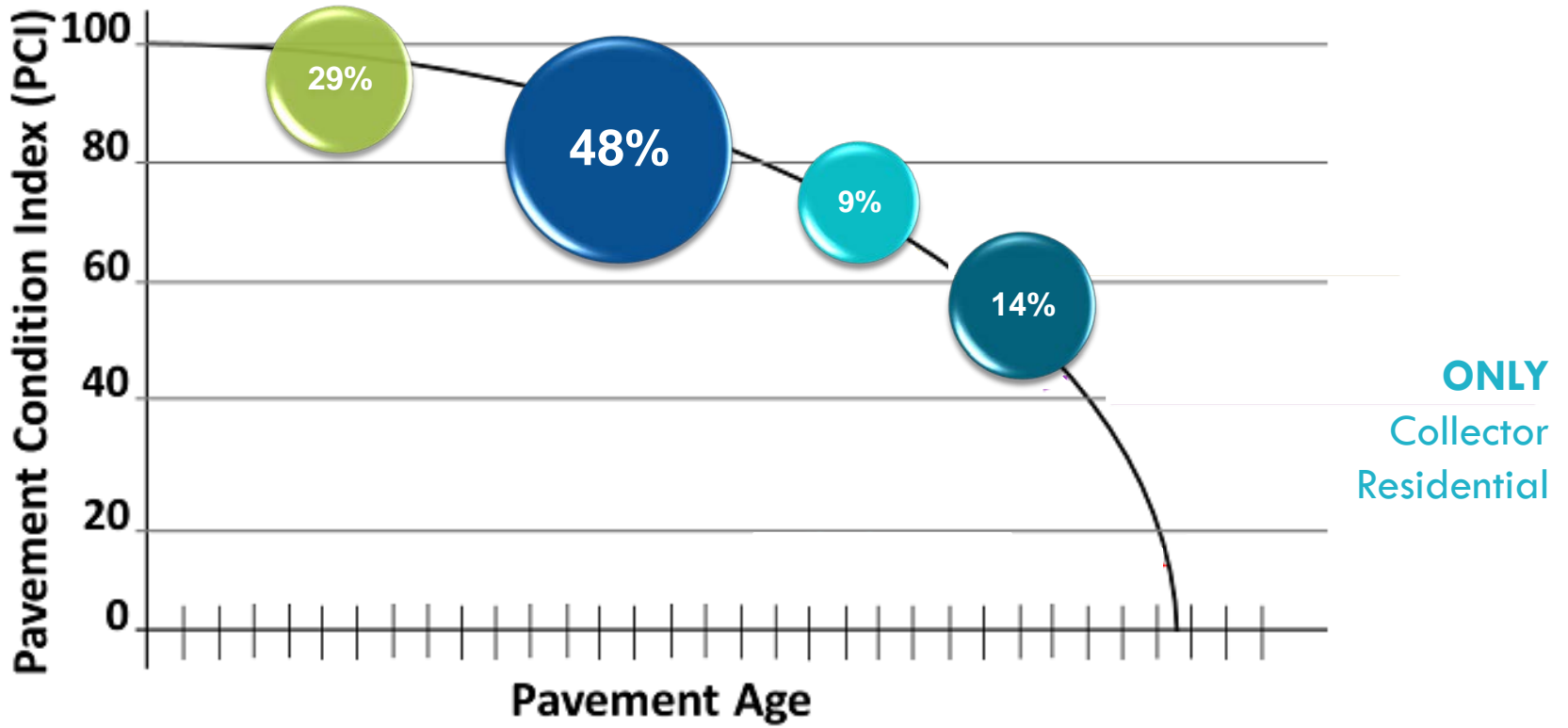
* Project includes construction of new sidewalk

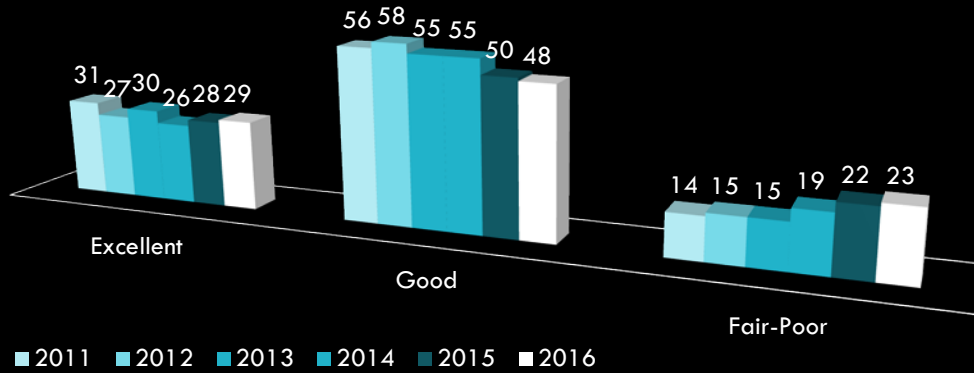


2016 Condition Summary

Infrastructure Type	Poor	Fair	Good	Excellent
Drainage - Pipes	1%	3%	37%	59%
Drainage - Channels	1%	8%	62%	29%
Drainage - Structures	1%	2%	30%	67%
Streets - Arterial & Collector	8%(2015= 8%)	6%(2015 = 8%)	53%(2015= 60%)	33%(2015 =24%)
Streets - Residential	16%(2015= 10%)	11%(2015= 9%)	47%(2015= 55%)	26%(2015= 26%)
Curbs	1%	1%	6%	92%
Ramps	4%	35%	0%	61%

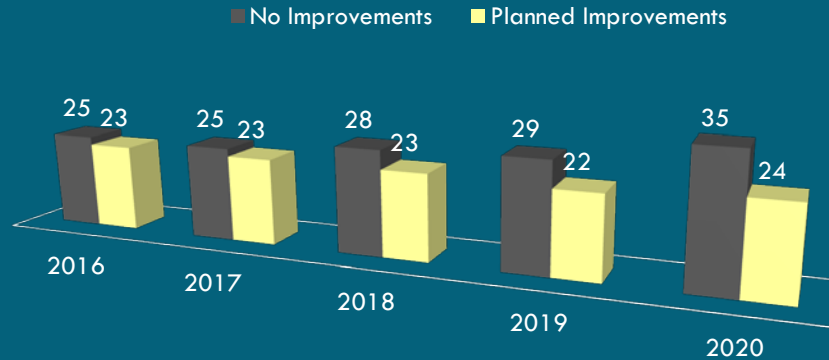


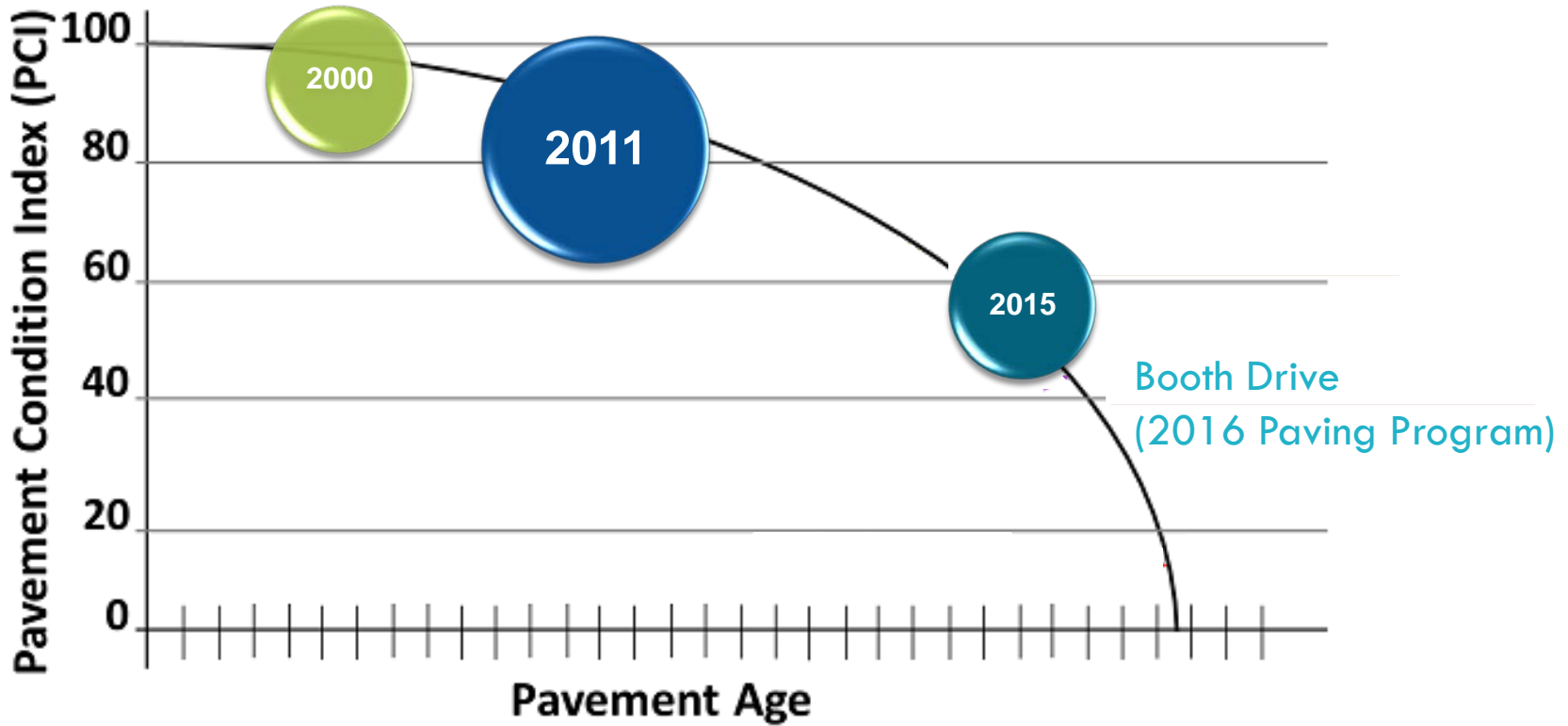




Residential & Collector Streets

Paving Program Dollars at Work Fair-Poor Growth





2016 Street Snapshot



2020 Street Snapshot –

At current funding level,
a street falling into the
Poor category in 2016
could be addressed
in 6+ years.



Poor &
Fair

Current funding rate
of approximately
\$2 million
Per year
After 2016

Good

Excellent

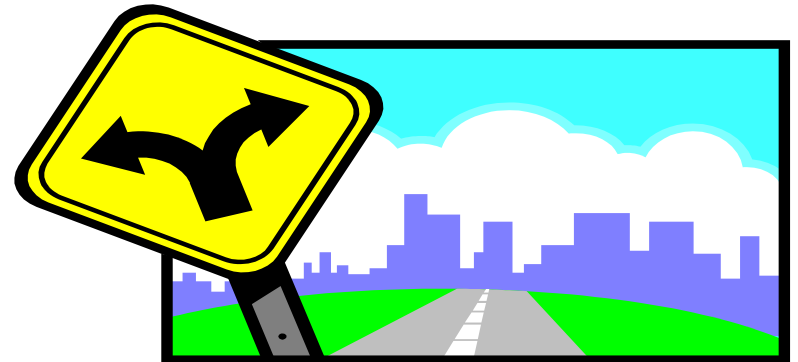




General Fund Transfer to CIP

11

- ▣ 2017 Transfer - \$4.1M
- ▣ 2016 Transfer - \$4.09M
- ▣ 2015 Transfer - \$3.1M
- ▣ 2014 Transfer - \$2.5M
- ▣ 2013 Transfer - \$2.5M
- ▣ 2012 Transfer - \$1.6M
- ▣ 2011 Transfer - \$816,650
- ▣ 2010 Transfer - \$1.89M





Total 2017 CIP Funding

□ Transfer from General Fund	\$4,100,000
□ Transfer from Special Highway Fund	\$ 570,000
□ Transfer from Stormwater Utility Fund	\$1,000,000
□ Transfer from Special Park & Rec Fund	<u>\$ 130,000</u>
□ Total	\$5,800,000
□ Prior Year CIP funding	\$ 441,000
□ Funding from CARS and Other Funding	\$1,294,000
<u>CIP TOTAL</u>	<u>\$7,535,000</u>



Recommended Program - Parks

PROJECT #	PROJECT DESCRIPTION	AMOUNT IN RESERVE	2016 EXPENDITURES	2017 EXPENDITURES	2018 EXPENDITURES	2019 EXPENDITURES	2020 EXPENDITURES	PROJECT TOTAL
PARK								
	Park Infrastructure Reserve	\$ 88,288.83	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 130,000.00	\$ 698,288.83
	Franklin Park				\$ 120,000.00			\$ 120,000.00
	Taliaferro Park		\$ 60,000.00					\$ 60,000.00
	Bennett Park		\$ 60,000.00					\$ 60,000.00
	Porter Park		\$ 145,000.00		\$ 80,000.00	\$ 100,000.00		\$ 325,000.00
	Windsor Park		\$ 118,000.00					\$ 118,000.00
	Pool Pipe Repair		\$ 100,000.00					\$ 100,000.00
	McCrum Tennis Court		\$ 100,000.00					\$ 100,000.00
	Tomahawk Trail		\$ 300,000.00					\$ 300,000.00
	Harmon Park			\$ 127,000.00				\$ 127,000.00
	Harmon Park Skate Park			\$ 30,000.00	\$ 320,000.00			\$ 350,000.00
	Pool Bathhouse Repairs				\$ 50,000.00	\$ 250,000.00		\$ 300,000.00
PARK TOTAL PER YEAR		\$ 88,288.83	\$ 1,003,000.00	\$ 277,000.00	\$ 690,000.00	\$ 470,000.00	\$ 130,000.00	\$ 2,658,288.83



Recommended Program - Drainage

<u>PROJECT #</u>	<u>PROJECT DESCRIPTION</u>	<u>AMOUNT IN RESERVE</u>	<u>2016 EXPENDITURES</u>	<u>2017 EXPENDITURES</u>	<u>2018 EXPENDITURES</u>	<u>2019 EXPENDITURES</u>	<u>2020 EXPENDITURES</u>	<u>PROJECT TOTAL</u>
DRAINAGE								\$ -
	Water Discharge Program	\$ 33,884.87						\$ 33,884.87
	Delmar & Fontana Drainage Channel	\$ 580,000.00						\$ 580,000.00
	Delmar & Fontana Warning System	\$ 150,000.00						\$ 150,000.00
	Drainage Repair Program	\$ 390,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 3,990,000.00
DRAINAGE TOTAL PER YEAR		\$ 33,884.87	\$ 1,120,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 4,753,884.87



Recommended Program - Streets

PROJECT #	PROJECT DESCRIPTION	AMOUNT IN RESERVE	2016 EXPENDITURES	2017 EXPENDITURES	2018 EXPENDITURES	2019 EXPENDITURES	2020 EXPENDITURES	PROJECT TOTAL
STREETS								
	Traffic Calming Program	\$ 25,000.00						\$ 25,000.00
	Paving Program		\$ 2,099,521.00	\$ 2,345,000.00	\$ 2,264,500.00	\$ 2,495,500.00	\$ 3,404,000.00	\$ 12,608,521.00
	UBAS Overlay		\$ 520,000.00	\$ 400,000.00		\$ 400,000.00		\$ 1,320,000.00
	Mission Rd - 71st St to 75th St (CARS)		\$ 1,000,000.00					\$ 1,000,000.00
	Mission Rd - 75th St to 84th Ter (CARS)		\$ 75,000.00	\$ 2,518,000.00				\$ 2,593,000.00
	Roe Ave - 67th St to 71st St (CARS)			\$ 75,000.00	\$ 1,672,000.00			\$ 1,747,000.00
	Mission Rd-84th Ter to 95th St (CARS/Leawood)			\$ 75,000.00	\$ 658,000.00			\$ 733,000.00
	Roe Ave - 63rd St to 67th St (CARS)				\$ 75,000.00	\$ 954,000.00		\$ 1,029,000.00
	Nall Ave - 83rd St to 95th St (CARS/OP)				\$ 75,000.00	\$ 375,000.00		\$ 450,000.00
	Nall Ave - 79th St to 83rd St (CARS)					\$ 75,000.00	\$ 992,000.00	\$ 1,067,000.00
	Roe Ave - 83rd St to 95th St (CARS)						\$ 75,000.00	\$ 75,000.00
STREET TOTAL PER YEAR		\$ 25,000.00	\$,694,521.00	\$ 5,413,000.00	\$,744,500.00	\$ 4,299,500.00	\$ 4,471,000.00	\$ 22,647,521.00



Recommended Program - Buildings

PROJECT #	PROJECT DESCRIPTION	AMOUNT IN RESERVE	2016 EXPENDITURES	2017 EXPENDITURES	2018 EXPENDITURES	2019 EXPENDITURES	2020 EXPENDITURES	PROJECT TOTAL
BUILDING								
	Building Reserve	\$ -		\$ 23,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 173,000.00
	City Hall Roof Repairs and Siding	\$	125,000.00					\$ 125,000.00
	City Hall/PD Entrance	\$	430,000.00					\$ 430,000.00
	PW G Building Siding and Windows	\$	75,000.00					\$ 75,000.00
	PW Building Assessment			\$ 27,000.00				\$ 27,000.00
	BUILDING TOTAL PER YEAR	\$ -	\$ 630,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 830,000.00



Recommended Program - Other

<u>PROJECT #</u>	<u>PROJECT DESCRIPTION</u>	<u>AMOUNT IN RESERVE</u>	<u>2016 EXPENDITURES</u>	<u>2017 EXPENDITURES</u>	<u>2018 EXPENDITURES</u>	<u>2019 EXPENDITURES</u>	<u>2020 EXPENDITURES</u>	<u>PROJECT TOTAL</u>
OTHER								
	ADA Compliance Program	\$ 35,810.08	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 160,810.08
	Concrete Repair Program		\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 3,500,000.00
	Bike Plan 2017			\$ 70,000.00				
	Street Light Replacement (OP)			\$ 100,000.00				
SIDEWALK & CURB TOTAL PER YEAR		\$ 35,810.08	\$ 725,000.00	\$ 895,000.00	\$ 725,000.00	\$ 725,000.00	\$ 725,000.00	\$ 3,660,810.08



2016 CIP Proposed Budget Totals

CIP DIVISION	2016 EXPENDITURES	2017 EXPENDITURES	2018 EXPENDITURES	2019 EXPENDITURES	2020 EXPENDITURES	5 YEAR PROJECT TOTAL
PARK TOTAL PER YEAR	\$ 1,003,000.00	\$ 277,000.00	\$ 690,000.00	\$ 470,000.00	\$ 130,000.00	\$ 2,570,000.00
DRAINAGE TOTAL PER YEAR	\$ 1,120,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 4,720,000.00
STREETS TOTAL PER YEAR	\$ 3,694,521.00	\$ 5,413,000.00	\$ 4,744,500.00	\$ 4,299,500.00	\$ 4,471,000.00	\$ 22,622,521.00
BUILDING TOTAL PER YEAR	\$ 630,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 830,000.00
OTHER TOTAL PER YEAR	\$ 725,000.00	\$ 895,000.00	\$ 725,000.00	\$ 725,000.00	\$ 725,000.00	\$ 3,795,000.00
CIP TOTAL	<u>\$ 7,172,521.00</u>	<u>\$ 7,535,000.00</u>	<u>\$ 7,109,500.00</u>	<u>\$ 6,444,500.00</u>	<u>\$ 6,276,000.00</u>	<u>\$ 34,537,521.00</u>



2016 Proposed Budget Funding Totals

FUNDING DESCRIPTION	2016 FUNDING	2017 FUNDING	2018 FUNDING	2019 FUNDING	2020 FUNDING	FUNDING TOTAL
CAPITAL RESERVE	\$ 551,500.00	\$ 441,000.00	\$ -	\$ -	\$ -	\$ 992,500.00
GENERAL FUND	\$ 4,091,021.00	\$ 4,100,000.00	\$ 4,100,000.00	\$ 4,100,000.00	\$ 4,100,000.00	\$ 20,491,021.00
STORMWATER FUND	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 5,000,000.00
SMAC GRANT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SPECIAL PARK	\$ 160,000.00	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00	\$ 680,000.00
PARK SALES TAX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CARS GRANT	\$ 500,000.00	\$ 1,259,000.00	\$ 1,165,000.00	\$ 664,500.00	\$ 496,000.00	\$ 4,084,500.00
SPECIAL HIGHWAY	\$ 570,000.00	\$ 570,000.00	\$ 550,000.00	\$ 550,000.00	\$ 550,000.00	\$ 2,790,000.00
FUNDING FROM OTHERS	\$ 300,000.00	\$ 35,000.00	\$ 164,500.00	\$ -	\$ -	\$ 499,500.00
ECONOMIC DEVELOPMENT FUND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING BY YEAR	\$ 7,172,521.00	\$ 7,535,000.00	\$ 7,109,500.00	\$ 6,444,500.00	\$ 6,276,000.00	\$ 34,537,521.00

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, June 20, 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 - June 6, 2016
- 2. Approve an agreement with the Kansas City Crime Commission for the TIPS Hotline Crime Stoppers Program
- 3. Approve the School Resource Officer agreement with the Shawnee Mission School District
- 4. Approve an interlocal agreement with Johnson County, Kansas for the public improvement of Mission Road from 71st Street to 75th Street

VII. **COMMITTEE REPORTS**

Council Committee of the Whole

- COU2016-38 Consider approval of an agreement with Primetime Contracting for 2016 parks improvements
- COU2016-39 Consider changes to the employee handbook regarding conceal carry for employees

Planning Commission

- PC2016-04 Consider amendments to Zoning Ordinances in R-1a and R-1b regarding height, building elevation/top of foundation, and side setbacks

- VIII. **MAYOR'S REPORT**
- IX. **STAFF REPORTS**
- X. **OLD BUSINESS**
- XI. **NEW BUSINESS**
- XII. **ANNOUNCEMENTS**
- XIII. **ADJOURNMENT**

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

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

CONSENT AGENDA
CITY OF PRAIRIE VILLAGE

June 20, 2016

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
June 6, 2016**

The City Council of Prairie Village, Kansas, met in regular session on Monday, June 6, 2016 at 7:30 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas.

ROLL CALL

Mayor Laura Wassmer called the meeting to order and roll call was taken with the following Council members present: 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.

INTRODUCTION OF STUDENTS & SCOUTS

No Scouts or students were in attendance.

PUBLIC PARTICIPATION

Katie Danner, 7426 Rosewood Circle, addressed the Council regarding concerns for public safety from potential damage and injury caused by commercial traffic going off 75th Street on the north side between Rosewood Circle and Ash Street where there is a

five to eleven foot drop. She would like to see a barrier constructed to prevent vehicles from going off the roadway.

Steve Reardon, 7426 Rosewood Circle, advised the Council of an accident at this location last week resulting in a SUV going into the fence. He expressed concern about the outcome if the vehicle had been an 80,000 pound commercial vehicle. Mr. Reardon distributed photographs of the area and accident along with a proposal for a street guard being constructed with 2'6" stone stamped concrete barrier with a 1'-6" pedestrian railing above replacing the current chain link pedestrian fence. Photos were distributed of similar barriers located throughout the city.

Robert Jackson, across the street on Rosewood, reported on accidents that had occurred at this location on January 30, 2014 and December 28, 2015 stressing the danger to the adjacent property owners and their property.

Ms. Danner presented a video taken earlier in the day of traffic on 75th Street to demonstrate both the speed of traffic and the number of large commercial vehicles that travel this truck route.

Jori Nelson asked how many homes were located in this area. Mayor Wassmer responded two homes and Asbury Church. Sheila Myers noted the barrier being proposed would not stop a commercial vehicle from going off the roadway.

Eric Mikkelson stated that he is concerned with this and would like to see a feasibility study done on the costs of different solutions to address this issue by Public Works.

Keith Bredehoeft replied this is a 35 mph street and the design standards do not require installing barriers along the roadway. Streets cannot be designed for all possibilities. There are several similar areas throughout Prairie Village. The City does

not protect any properties on 75th Street from errant vehicles. Any action adding walls or railings at this location would be in conjunction with a major rehabilitation project which would probably not occur for another seven years.

Jori Nelson asked if CARS funding could be used. Mr. Bredehoeft replied it would have to be part of an approved project.

Mr. Gallagher asked how long they had owned their home. Ms. Danner replied one and a half years.

Eric Mikkelson asked if there were other locations in Prairie Village where a home was located below street level. Mayor Wassmer replied near State Line Road and 75th Street on High Drive and other similar locations.

Andrew Wang stated he would like to see 75th Street accident data for this area.

Another resident noted the sidewalk on 75th Street is also located very close to the roadway and she would like to see a barrier added between the roadway and sidewalk so her son could walk safely to Porter Park.

Mayor Wassmer thanked the residents for their comments and noted staff would follow-up with the requested information. Public Participation was closed at 7:50 p.m.

CONSENT AGENDA

Ted Odell moved the approval of the Consent Agenda for June 6, 2016:

1. Approve Regular City Council Meeting Minutes - May 16, 2016
2. Ratify the Mayor's appointment of the following committee members:

Devon Murray	Tree Board
Kevin Dunn	Tree Board
Tom Brown	Tree Board
Devin Scrogum	Environment/Recycle Committee
Linda Marcusen	Environment/Recycle Committee
Julie Hassel	PV Arts Council
Ada Koch	PV Arts Council
Al Guarino	PV Arts Council

3. Approve the 2017-2021 County Assistance Road System (CARS) Program

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

Mayor Wassmer welcomed the new committee appointees and asked them to stand and introduce themselves. New Arts Council members Al Guarino, Ada Koch and Julie Hassel were present as were new Tree Board members Kevin Dunn and Devon Murray. Eric Mikkelson commended the Arts Council members present on a very successful Prairie Village Art Fair.

COMMITTEE REPORTS

Council Committee of the Whole

COU2016-37 Consider approval of Memorandum of Understanding with Johnson County and other Northeast cities for the Mental Health Co-responder Program

Council President Ted Odell moved the City Council approve the Memorandum of Understanding between Johnson County and the Cities of Leawood, Prairie Village, Merriam, Mission, Roeland Park, Fairway, Westwood, Westwood Hills and Mission Woods. The motion was seconded by Terrence Gallagher and passed unanimously.

Mayor’s Report

Mayor Wassmer reported on the recent Johnson/Wyandotte Mayors Meeting which was attended by several state legislators. She expressed frustration over their failure to listen to cities and address their concerns. She also attended the recent Legislative Breakfast where northeast Johnson County representatives shared their frustrations and concerns. On a more positive note, the Prairie Village Art Fair and recent ground breaking ceremonies for Meadowbrook were very exciting. It is wonderful to be able to see this major

project move forward. She thanked Council members who were able to attend.

STAFF REPORTS

Public Safety

- None

Public Works

- Mr. Bredehoeft distributed the revised site plan for the municipal complex courtyard based on the direction given by the City Council. They are moving forward with design to allow the project to go out to bid. The original budget was \$450,000 and the estimated cost of the proposed project is \$480,000.

Dan Runion asked if the walkways could be heated. Mr. Bredehoeft stated that feature could be added as a bid alternative for certain areas. Sheila Myers stated she felt the proposed site plan was a good compromise.

Ted Odell asked for an update on the status of the construction road in Taliaferro Park. Mr. Bredehoeft replied that the asphalt trail and the sidewalk need to be installed and the construction road will be removed in the fall.

Jori Nelson noted there were no plantings at 75th & Nall. Mr. Bredehoeft replied that plants have been purchased and are scheduled to be planted this week.

- Mr. Bredehoeft noted that Affinis is in the third year of their design engineering contract with the city. With two new inspectors and the amount of work involved in the Meadowbrook project, he would like to extend their agreement one year. Mr. Odell asked if they would hold their current fees. Mr. Bredehoeft stated that he would request it.
- Mr. Bredehoeft reported that Public Works staff is being proactive in addressing the Zika virus with mosquito treatments in the city's water channels and where they find standing water.
- Mission Road construction has begun. There is only one outstanding property easement to acquire.

ADMINISTRATION

- Wes Jordan reported the construction of a fire station on the municipal complex by Consolidated Fire District #2 is no longer being pursued. As the District gathered more information it was determined that they needed more space for their facility than is available on the municipal complex site.

Ted Odell stated he was disappointed in the process and the amount of staff and council time taken for the cancelled project. Mayor Wassmer noted it came down to budget with the Fire District unable to afford the construction of a two story building that would have provided for their needs within the amount of land available.

- Wes Jordan noted that staff has had discussions with Verizon regarding the placement of cellular data boxes on light poles within the city to address the growing demands for data use. These boxes would eliminate the need for additional towers. The current zoning regulations address this concept with the use of antennas, not boxes. Mr. Jordan requested the representative make an educational presentation to the City Council and Planning Commission on the proposed installation. This is scheduled to take place at the July 5th Council Committee of the Whole meeting. Mr. Jordan noted other carriers are also interested in this new technology. Unlike towers which allow for co-location, each carrier would need its own light pole and box. He would like to see the City create a standardized process and light pole design for these that would not require each of these applications going before the Planning Commission.

Dan Runion expressed concern with the size and number of these poles. Mr. Jordan replied the poles staff was shown were very similar in size to existing utility poles.

Steve Noll suggested that it would be beneficial to have all the potential providers present at the informational meeting. Serena Schermoly asked how the Google installation would fit into this. Jori Nelson noted at a past NLC conference photos were shown of different installations throughout the country. Terrence Gallagher stated he felt the Council should learn as much as it can and expressed concern with the aesthetic impact on neighborhoods. Mayor Wassmer noted the limitations on what cities can regulate by the Telecommunications Act. Katie Logan stated she would review the current legislation and noted the city does have the ability to place some conditions on its approval.

Ted Odell noted that the light poles are currently owned by KCP&L. Mr. Jordan replied that Verizon is currently paying KCP&L to locate on its poles.

- The draft of the RFP for Solid Waste Services should be completed by the end of the week. Katie is working on the contract that will include a “favored nations” clause and the RFP includes the service items discussed by the Council.

Jori Nelson asked if the RFP included two Large Item Pickups. Mr. Jordan responded it only included one. He noted the current contract allows for one larger item to be placed out for pick-up the first week of the month.

- Conceal Carry legislation was approved by the Legislature that will allow civilian employees to carry weapons in the field and prohibits the city from regulating weapons in vehicles. The changes will become effective July 1st. Effective July 1, 2017 concealed carry will be allowed in municipal buildings.
- The Planning Commission will hold a public hearing Tuesday, June 7th on proposed changes to the zoning regulations addressing building height, setbacks and elevation.
- Code Enforcement Officer Marcia Gradinger will be retiring the end of August. Former CSO Cindy Gaunt has been hired for the position and will begin training the first of August. The city’s receptionist Donna Blake will be retiring June 17th.
- Quinn Bennion announced that construction has begun on Meadowbrook. Trees are being removed on the 40 acres that will be developed. Almost all of the trees on the park site will remain except those being removed for the street construction.

Jori Nelson stated she was disappointed by the number of trees being removed and noted there are no trees in the proposed senior living area.

Eric Mikkelson asked if the city was monitoring that the trees removed are in compliance with the approved landscape plan. He would like to see that done. Mr. Mikkelson also requested copies of all the executed agreements for this project. Katie Logan stated these would be available upon request.

Mr. Runion requested copies also. He also asked staff to find out from VanTrust the status of the proposed adult senior living facility.

- Mr. Bennion announced that Nolan Sunderman has accepted a position with the City of Shawnee as their Assistant City Manager and will be leaving effective June 17.

OLD BUSINESS

Review of Council Priority List

Quinn Bennion stated that this list contains items that are in addition to the daily operations of the City. Mayor Wassmer asked if staff had time to handle any additions to this list. Mr. Bennion replied that all of the items identified for completion in 2016 will not be completed. Significant progress has been made on the first three items on the listing over the past months. He noted items #34 and #35 have been added to the list based on Council discussion at the last meeting.

Mayor Wassmer stated she would like to add to the priority listing a citizen survey noting that one has not been done in several years. With the demographic shift occurring in the city she feels this is a good time to reach out to the residents to see if their needs are being addressed.

Ted Odell stated he felt it was good to review the status of the large items. He expressed concern with the addition of items \$34 and #35. He does not feel a small group of vocal residents justify the placement of an item on the priority listing. He added the late summer timeframe given to those items is not sufficient to research the issue. It is a concern, but he does not feel it is a priority.

Sheila Myers noted the addition is the result of two recent dangerous animal appeals. Chief Schwartzkopf stated he felt the issue could be researched by the CSO's with them bringing back recommended changes to the City Council for consideration. He does not believe an ad-hoc committee is needed. He has examples of ordinances from several other cities to provide guidance.

Eric Mikkelson stated he would like to see this on a future agenda as soon as possible. People want change based on scientific background. Mayor Wassmer noted there is a difference between placing an item on a Council Priority Listing and on a

Council meeting agenda. Mr. Mikkelson stated the intent of his motion that was approved was for placement on the priority list.

Terrence Gallagher noted there are several items on the list that keep rolling over on a year to year basis.

Jori Nelson noted the Economic Development Fund is not included on the list and that covers proposed projects as well as the Exterior Grant Program.

Mayor Wassmer felt the priorities needed to be reprioritized.

Jori Nelson questioned the inclusion of a welcome packet and glass recycling program on the listing. Mr. Bennion noted there are additional items on the listing; however, if they are not a 2016 or 2017 priority they are not on the distributed listing. The list does not capture everything. The Economic Development Fund is dealt with through the budget process.

Dan Runion would like to have an estimate of staff time connected to the priority items. Mr. Bennion responded this is reflected in the designations of Large, Medium, and Small. It is very difficult to estimate the actual time involvement required.

Courtney McFadden believed the Council needs to identify what it wants to complete in 2016. Mayor Wassmer noted that some of the items are beyond the control of the City, such as the Google implementation, Meadowbrook, etc. Mr. Bennion explained the process followed initially to prioritize the items on the listing. He noted he was open to having Council members score priorities.

Eric Mikkelson noted that if large items were removed that would free significant time and questioned the review of the zoning code as a high priority. Mayor Wassmer responded this is an urgent priority impacting the city daily as teardowns and rebuilds continue to occur. The City must be proactive in addressing this issue.

Mayor Wassmer asked staff to identify what they felt could not be accomplished. Terrence Gallagher asked Council to be mindful of the number of calls and requests that they make to staff. Mr. Mikkelson stated that balance is needed. The Council needs to hear from staff what their workload is; however, the Council sets the priorities and finds a way to do them. Mayor Wassmer noted that the city's budget is completed one year in advance making it difficult to fund new items. Mr. Mikkelson stated that staff can be added or contracted without raising the mill levy. Mrs. Santa Maria stressed the city must stay within the expenditure levels approved in the budget. Mr. Mikkelson stated that the City has \$500,000 in contingency fund and funding in the Economic Development Fund that could provide flexibility. .

Quinn Bennion stated he and staff would review the current priority listing to identify projects that are currently underway.

NEW BUSINESS

Serena Schermoly reported on a teleconference she attended on the Zika virus and what other cities were doing to address this issue. She reviewed the items being proposed by other cities and answered questions. The speaker stressed the need for communication as a priority. She commended Public Works and Codes for their proactive stance in addressing standing water.

Brooke noted the 2016 Jazz Festival line-up cards that were distributed to Council members and to the public at the Prairie Village Art Show last weekend by JazzFest Committee member.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Board of Zoning Appeals	06/07/2016	6:30 p.m.
Planning Commission Meeting	06/07/2016	7:00 p.m.
JazzFest Committee	06/15/2016	5:30 p.m.
Council Committee of the Whole	06/20/2016	6:00 p.m.
City Council	06/20/2016	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present the works of Jean Cook, Luke Severson and Sara Nguyen in the R.G. Endres Gallery in the R. G. Endres Gallery during the month of June. The artists' reception will be Friday, June 10th, from 6:30 to 7:30 p.m.

The pool is open plan to enjoy the first Moonlight Swim on Friday, June 10th from 8:30 to p.m. to 10 p.m.

Prairie Village Swim Team will host a swim meet on Tuesday, June 14th. The pool will close at 5 p.m.

Mark your calendar for Ground Breaking ceremonies for Mission Chateau on Wednesday, June 22nd at 8:30 a.m.

ADJOURNMENT

With no further business to come before the City Council the meeting was adjourned at 9:30 p.m.

Joyce Hagen Mundy
City Clerk



POLICE DEPARTMENT

Council Meeting Date: June 20, 2016

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

RECOMMENDATION

Staff recommends the Council continue to participate in and approve the contract with the Kansas City Crime Commission for the TIPS Hotline Crime Stoppers Program. Funds for the \$3,000.00 annual fee were approved by the Council in the 2016 Public Safety Budget in line item 01-03-21-6009-028.

BACKGROUND

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

ATTACHMENTS

PREPARED BY

Tim M. Schwartzkopf
Chief of Police
Date: June 6, 2016



Crime Stoppers Greater Kansas City

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

Chairman of the Board
TODD HARRISON

President
GREGG RIESS

Vice President
1ST. DARREN GRIFFITH
2ND.

Secretary
KELLI BAILIFF

Program Coordinator
DET. KEVIN BOEHM

BOARD OF DIRECTORS

NEIL ATHA
JOHN BRECKENRIDGE
STEVE BROWN
DONALD CASALS
STEVE COX
STEVE DIAGINTO
JAMES EDDY
MEGHAN EDWARDS
LINDA FISHER
CRYSTAL HART-JOHNSON
BRIAN HENRY
BRIAN JACKSON
DAVE LAMASTER
RODNEY LEWALLEN
MIKE MAHONEY
BOYD MCGATHEY
LARA MORITZ
DENNIS PETREE
MATTHEW POMIANEK
LOREN PROCTER
SCOTT ROWE
MYRON SCAFE
STEVEN ST. JOHN
ED SPALDING
TOM WEHRL
TERRY WILLIAMS
MITCH WOOD

HONORARY MEMBERS

RALPH PUSEY
WALTER WHITE

EX-OFFICIOR MEMBERS

RICHARD COOK
CRAIG SARVER

LAW ENFORCEMENT MEMBERS

CHIEF MIKE HASTY

LIFETIME MEMBERS

JAMES R. GRAHAM
MARGARET JONES
RAY ZAKOVICH

May 26, 2016

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

Dear Mayor Wassmer,

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

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

- Crime Stoppers received more than 4,500 calls in 2015 that solved nearly 160 felony cases and led to the arrest of 241 criminals;
- Crime Stoppers accepts anonymous *Email Tips* "www.kccrimestoppers.com" and *Text Messaging Tips* "TIP452 plus message to CRIMES (274637)";
- Crime Stoppers has over 20 regularly scheduled weekly media spots providing departments easy access in publicizing unsolved crimes and fugitives;
- Kansas City's Most Wanted Newspaper publishes over 100 local fugitives, giving area departments and citizens easy access to wanted fugitives listings;
- Crime Stoppers Text-A-Tip program placed in over 30 schools across the metropolitan area.
- Visit the Crime Stoppers website "www.kccrimestoppers.com" to view Unsolved Crimes, Wanted Suspects, Upcoming Events and more.

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

Sincerely,

Rick Armstrong
President

Cc: Chief Tim Schwartzkopf
Cc: Tom Wehrle



Crime Stoppers is a division of the Kansas City Metropolitan Crime Commission

KANSAS CITY METROPOLITAN
CRIME COMMISSION

3100 Broadway, Suite 226
Kansas City, Missouri 64111
(816) 960-6800

May 26, 2016

City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208-

Contract Date 2016

AMOUNT DUE FOR CRIME STOPPERS ANNUAL CONTRACT FOR
816-474-TIPS HOTLINE SERVICES

Minimum Due for 2016 \$3,000

Amount due and payable upon receipt.

Thank you for your support!

CONTRACT

This Contract is entered into this year, 2016, by and between the City of Prairie Village and the Kansas City Metropolitan Crime Commission a Missouri not-for-profit corporation located at 3100 Broadway, Suite #226, Kansas City, Missouri 64111.

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

City of Prairie Village

By _____

ATTEST: _____

KANSAS CITY METROPOLITAN CRIME COMMISSION

By *Rick Armstrong*
Rick Armstrong, President

ATTEST: *Jamie Hallam*
Jamie Hallam

JAMIE HALLAM Notary Public - Notary Seal State of Missouri Commissioned for Jackson County My Commission Expires: February 18, 2018 Commission Number: 14582512
--

CONTRACT

This Contract is entered into this year, 2016, by and between the City of Prairie Village and the Kansas City Metropolitan Crime Commission a Missouri not-for-profit corporation located at 3100 Broadway, Suite #226, Kansas City, Missouri 64111.

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

City of Prairie Village

By _____

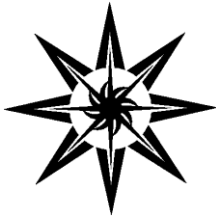
ATTEST: _____

KANSAS CITY METROPOLITAN CRIME COMMISSION

By *Rick Armstrong*
Rick Armstrong, President

ATTEST: *Jamie Hallam*
Jamie Hallam

JAMIE HALLAM Notary Public - Notary Seal State of Missouri Commissioned for Jackson County My Commission Expires: February 18, 2018 Commission Number: 14582512
--



POLICE DEPARTMENT

Council Meeting Date: June 20, 2016

CONSENT AGENDA: Consider the School Resource Officer Agreement with the Shawnee Mission School District

RECOMMENDATION

Staff recommends approval of the contract with the Shawnee Mission School District for the 2016-2017 school year.

BACKGROUND

Since the inception of the School Resource Officer Program, the City and the District have entered into a contract regarding the relationship of the parties, costs, and responsibilities.

The included contract is the standard contract between the District and municipalities that provided these services. The portions of the agreement that pertain to officer responsibilities, school responsibilities, agency responsibilities, and \$185.00 per day consulting fee for the officer(s) have not changed.

The only change from the previous contract is that this contract covers one school year where as the one prior covered two years. The Department sees no issue with a one-year contract.

The City Attorney has previously reviewed and approved the document.

PREPARED BY

Capt. Wes Lovett
Investigations Commander
Date: June 7, 2016

AGREEMENT

This Agreement is entered into this _____ day of _____, 20____, by and between the **City of Prairie Village, Kansas**, a municipal corporation, hereinafter referred to as “**City**”, and the **Shawnee Mission Unified School District No. 512**, located at 7235 Antioch, a political subdivision of the State of Kansas, hereinafter referred to as “**District**”.

WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the City to assign uniformed law enforcement officers, vehicles, radios and all necessary equipment for the School Resource Officer Program, hereinafter referred to as “SRO”. The SRO will work with school personnel in providing alcohol and other drug education, maintaining a safe campus environment, serving as law enforcement problem-solving resource person, and providing the appropriate response during on-campus or school related criminal activity.
2. Term. The term of this agreement shall be from the first day of school in August 2016 thru the last day of school in May 2017, provided the term may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that schools are not in session, the SRO shall perform regular police duties at a duty station as determined by the Chief of Police.
3. Termination. This Agreement may be terminated without cause by either party upon 30 days prior written notice.
4. Relationship of Parties. The City and the assigned SRO shall have the status of an independent contractor for purposes of this Agreement. The SRO assigned to the District shall be considered to be an employee of the City and shall be subject to its control and supervision. The assigned SRO will be subject to current procedures in effect for the City police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. The District agrees to cooperate with the City in any administrative investigation regarding violations of such procedures by officer assigned to the District as an SRO. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Consideration. In consideration of the assignment of law enforcement officers to work with the District as provided herein, the District agrees to pay the City one hundred eighty-five dollars (\$185.00) per day for each day each SRO works for the District (\$92.50 per half-day). The District will not be responsible for payment of overtime, unless it is requested by the District. The SRO's weekly District schedule will be mutually agreed upon in consultation with the principal of the school to which the SRO is assigned. The SRO may be asked to attend afternoon or evening events in lieu of regular day duty. Each party will maintain a budget for expenditures under this Agreement. Payment from District to City is due upon District's receipt of an itemized statement of cost from the City at the end of each school session quarter.

6. SRO Responsibilities. The SRO assigned to the District shall:
 - 6.1 Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug issues, addressing violence diffusion, violence prevention, and other safety issues in the school community.
 - 6.2 Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the SRO.
 - 6.3 Provide informational in-services and be a general resource for the staff on issues related to alcohol, and other drugs, violence prevention, gangs, safety and security.
 - 6.4 Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students.
 - 6.5 Take the appropriate steps consistent with a Kansas law enforcement officer's duties when a crime occurs.
 - 6.6 Present educational programs to students and school staff on topics agreed upon by both parties.
 - 6.7 Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
 - 6.8 Attempt to advise the school principal prior to taking legal action, subject to the SRO's duties under the law (unless in the SRO's opinion circumstances prevent it),

- 6.9 Shall not act as a school disciplinarian, nor make recommendations regarding school discipline. The SRO is not to be used for regularly assigned lunchroom duties, as a regular hall monitor, bus duties or other monitoring duties. If there is an unusual/temporary problem in one of these areas, the SRO may assist District employees until the problem is solved.

Provided further that nothing required herein is intended to nor will it constitute a relationship or duty between the assigned SRO or the City beyond the general duties that exist for law enforcement officers within the state.

7. Time and Place of Performance. The City will make all reasonable efforts to have an SRO available for duty at his or her assigned school each day that school is in session during the regular school year. The City is not required to furnish a substitute SRO on days when the regular SRO is absent due to illness or law enforcement department requirements. The SRO shall be and remain a full-time uniformed law enforcement officer of and for the City, shall remain duly licensed and qualified to carry/use firearms and operate patrol cars, and shall otherwise be able to meet the physical demands of the services described herein. Notwithstanding anything herein to the contrary, in the event an officer should, for any reason, fail to remain so qualified, the City shall provide a substitute officer to perform the services until such time as the unqualified SRO is able to resume his or her regular duties. The SRO's activities will be restricted to their assigned school grounds except for:
 - 7.1 Follow up home visits when needed as a result of school related student problems.
 - 7.2 School related off-campus activities when SRO participation is requested by the principal and approved by the City.
 - 7.3 Responding to off-campus, but school related, criminal activity.
 - 7.4 Responding to emergency Law enforcement activities.
8. District Responsibilities. The District will provide the SRO an on-site office and such supplies and equipment as are necessary at his or her assigned school. This equipment shall include a telephone, filing space capable of being secured, and access to a computer.

SHAWNEE MISSION UNIFIED SCHOOL DISTRICT NO. 512

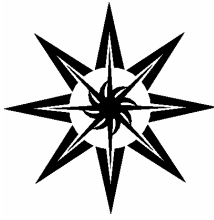
By:

President, Board of Education

City of Prairie Village, Kansas

By:

Mayor, City of Prairie Village, Kansas



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: June 20, 2016

CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR PROJECT MIRD0004: MISSION ROAD, 71ST STREET TO 75TH STREET

RECOMMENDATION

Move to approve the interlocal agreement with Johnson County for Project MIRD0004: Mission Road, 71st Street to 75th Street.

BACKGROUND

Johnson County has approved the MIRD0004: Mission Road, 71st Street to 75th Street rehabilitation project. An Interlocal Agreement has been received from Johnson County for execution by Prairie Village. This agreement will limit the County share to 50% of the project's construction costs or \$500,000. The County's funding for this project comes from the County Assistance Road System (CARS) Program.

This project is a part of the 2016 CIP.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program, Project MIRD0004: Mission Road, 71st Street to 75th Street for the City's portion of the project.

RELATION TO VILLAGE VISION

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

1. Interlocal Agreement with Johnson County.

PREPARED BY

Melissa Prenger, Sr. Project Manager

June 7, 2016

**Agreement between Johnson County, Kansas,
and the City of Prairie Village, Kansas, for the Public Improvement of
Mission Road from 71st Street to 75th Street
(320001136)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2015 by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the City of Prairie Village, Kansas, ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to Mission Road from 71st Street to 75th Street (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the _____ day of _____, 2015.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.

2. **Estimated Cost and Funding of Project**

a. The estimated cost of the Project (“Project Costs”), a portion of which is reimbursable under this Agreement, is One Million One Hundred Twenty Five Thousand Dollars (\$1,125,000).

b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.

c. The Project Costs shall be allocated between the parties as follows:

i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Five Hundred Thousand Dollars (\$500,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:

1. Land acquisition, right-of-way acquisition, or utility relocation;
2. Legal fees and expenses, design engineering services, Project administration, or financing costs;

3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and;
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- ii. The City shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.
- b. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.

4. **Administration of Project.** The Project shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
- b. Submit a copy of the plans and specifications for the Project to the Johnson County Public Works Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
- d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- e. Submit to the Public Works Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month

following the month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, ("Finance Director") cause payment to be made to the City of the Board's portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and the Finance Director may authorize such payment.

- f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all Project Costs incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

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

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

In addition, the City of Prairie Village shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City of Prairie Village harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to the City's breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the City has not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

7. **Placing Agreement in Force.** The attorney for the City shall cause sufficient copies of this Agreement to be executed to provide each party with a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

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

City of Prairie Village, Kansas

Ed Eilert, Chairman

Laura Wassmer, Mayor

Attest:

Attest:

Linda W. Barnes
Clerk of the Board

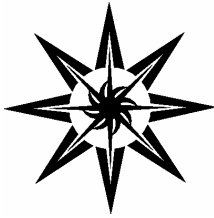
City Clerk

Approved as to form:

Approved as to form:

Robert A. Ford
Assistant County Counselor

City Attorney



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: June 20, 2016

Council Meeting Date: June 20, 2016

CONSIDER CONSTRUCTION CONTRACT FOR THE 2016 PARKS PROJECTS

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Primetime Contracting Corp for the 2016 Parks Projects for \$222,755.75 and approve the transfer of \$31,755.75 from Parks Infrastructure Reserve to the project.

BACKGROUND

This project includes work in Porter and Windsor Parks.

Porter Park will have a new nature play and sand area added to the west side of the existing play area and shelter. There will also be drainage improvements made at the ball field and improvements made to the backstops. The trail will be extended to Roe with the existing trail between the fields being improved as well. Windsor Park will have a new nature play area with play mound and drainage improvements at the ball field.

On June 10, 2016, the City Clerk opened bids for the project. Four acceptable bids were received. The base bids were:

Primetime Contracting Corp.	\$222,755.75
McConnell & Associates Corp	\$228,069.46
National Streetscape	\$257,583.00
Tandem Paving Co	\$258,370.11
Landscape Architects Estimate	\$212,456.50

The Landscape Architect has reviewed all bids and has recommended award of the low bid. Primetime Contracting Corp constructed our 2015 Park improvement project and performed well.

The installation of the replacement of the fence along the creek at Porter Park, with material supplied by the City, was added to the project instead of constructing under a separate project. This work was not part of the original budget for this project.

The recommended bid is not more than 10% over the Architects Estimate and is reasonable for this work.

FUNDING SOURCES

The funding is available in the 2016 CIP Parks Projects and the Park Infrastructure Reserve as follows:

2016 CIP Parks Projects: \$191,000

Parks Infrastructure Reserve: \$31,755.75

RELATION TO VILLAGE VISION

2. I. Enhancing Parks and Open Space

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

ATTACHMENTS

1. Construction Agreement with Primetime Contracting Corp.

PREPARED BY

Melissa Prenger, Senior Project Manager

June 16, 2016

**CONSTRUCTION CONTRACT
FOR
PRAIRIE VILLAGE PARKS - 2016 IMPROVEMENT PROJECT**

**BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND**

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 _____, hereinafter termed in this agreement, “Contractor”, for the construction and completion of Project _____, (the “Project”) designated, described and required by the Project Manual and Bid Proposal, 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.

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 _____ DOLLARS (\$_____) 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 Facie 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 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. 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. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. 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 in 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

(typed company name)

By: _____
(signed)

By: _____
(signed)

Laura Wassmer

(typed name)

Mayor

(typed title)

City of Prairie Village

(typed company name)

7700 Mission Road

(typed address)

Prairie Village, Kansas 66208

(typed city, state, zip)

(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 the date of this Contract.)



ADMINISTRATION

Council Meeting Date: June 20, 2016

COU- 2014-43

Consider Amendments to Employee Personnel Policy 5.10. Carrying of Weapons

RECOMMENDATION

Staff recommends the City Council approve proposed amendments to Employee Personnel Policy 5.10 Carrying of Weapons due to recent changes in Kansas State Law (House Bill 2502).

COUNCIL ACTION REQUESTED ON:

June 20, 2016

SUGGESTED MOTION

Move to approve proposed amendments to Employee Personnel Policy 5.10 Carrying of Weapons.

BACKGROUND

In accordance with Kansas State Law (House Bill 2502), legally qualified civilian employees will be authorized to carry/possess a concealed handgun while engaged in their duties of employment effective July 1, 2016. The attached Personnel Policy was amended to become compliant and provide guidelines for employee(s) who elected to conceal carry. The guidelines and restrictions were reviewed and approved by the City Attorney.

PREPARED BY

Wes Jordan
Assistant City Administrator
Date: June 10, 2016

Attachments: Employee Personnel Policy 5.10 - Carrying of Weapons
House Bill 2502

5.10 CARRYING OF WEAPONS

The City prohibits any employee from carrying a weapon while working for the City, except for, in accordance with Kansas State Law, legally-qualified civilian employees will be authorized to carry/possess a concealed handgun while engaged in their duties of employment with the following restrictions:

- a. The handgun will be carried completely concealed, in a proper holster or similar product, with all safety features in place.
- b. Other than certified law enforcement officers, employees may not carry a concealed firearm within the restricted area of the Police Department at anytime.
- c. Employees are permitted while on City owned property to store a handgun within their own vehicle provided it is stored outside of plain view and the vehicle is locked when the employee is not in the vehicle. The City shall not be responsible for the theft, damage, or other loss of a firearm left in their vehicle.
- d. Employees may not store a firearm in a vehicle owned by the City of Prairie Village when they are not in the vehicle.
- e. If an employee elects to lawfully conceal carry, the handgun cannot interfere or delay in the performance of their assigned duties or obstruct required safety equipment.
- f. Employees who enter onto “private property” during the course of their duties are required to comply with any restrictions imposed by that property owner.
- g. Employees will not leave firearms in plain view and/or unattended.
- h. Other than certified law enforcement officers, it is outside the course and scope of employment for any city employee to use, brandish, point, or threaten, with a handgun or any other weapon, any person in the workplace or while completing their duties.
- i. Employees must abide by the posted signage and security measures with regard to the prohibition of concealed handguns in certain public buildings, in compliance with Kansas state law.

Violation of this policy will likely result in punitive disciplinary action, to include termination.

5.10 CARRYING OF WEAPONS

The City prohibits any employee from carrying a weapon while working for the City, except for, in accordance with Kansas State Law, legally-qualified civilian employees will be authorized to carry/possess a concealed handgun while engaged in their duties of employment with the following restrictions:

- a. The handgun will be carried completely concealed, in a proper holster or similar product, with all safety features in place.
- b. Other than certified law enforcement officers, employees may not carry a concealed firearm within the restricted area of the Police Department at anytime.
- c. Employees are permitted while on City owned property to store a handgun within their own vehicle provided it is stored outside of plain view and the vehicle is locked when the employee is not in the vehicle. The City shall not be responsible for the theft, damage, or other loss of a firearm left in their vehicle.
- d. Employees may not store a firearm in a vehicle owned by the City of Prairie Village when they are not in the vehicle.
- e. If an employee elects to lawfully conceal carry, the handgun cannot interfere or delay in the performance of their assigned duties or obstruct required safety equipment.
- f. Employees who enter onto "private property" during the course of their duties are required to comply with any restrictions imposed by that property owner.
- g. Employees will not leave firearms in plain view and/or unattended.
- h. Other than certified law enforcement officers, it is outside the course and scope of employment for any city employee to use, brandish, point, or threaten, with a handgun or any other weapon, any person in the workplace or while completing their duties.
- i. Employees must abide by the posted signage and security measures with regard to the prohibition of concealed handguns in certain public buildings, in compliance with Kansas state law.

Violation of this policy will likely result in punitive disciplinary action, to include termination.

HOUSE BILL No. 2502

AN ACT concerning firearms; relating to the possession thereof; relating to the personal and family protection act; relating to weapons in schools; amending K.S.A. 72-89a01 and K.S.A. 2015 Supp. 75-7c04, 75-7c05, 75-7c10 and 75-7c20 and repealing the existing sections.

Be it enacted by the Legislature of the State of Kansas:

New Section 1. (a) No school district shall adopt a policy that prohibits an organization from conducting activities on school property solely because such activities include the possession and use of air guns by the participants. Any policy adopted pursuant to K.S.A. 72-89a02, and amendments thereto, shall not prohibit the possession of an air gun by a pupil on school property if such pupil is a participant in the activities of an organization.

(b) A policy adopted pursuant to K.S.A. 72-89a02, and amendments thereto, may prohibit the possession of air guns by pupils at school, on school property or at a school supervised activity, except when a pupil is participating in activities conducted by an organization, or is in transit to or from such activities.

(c) Any individual desiring to participate in activities conducted by an organization may be required to sign, or have a parent or legal guardian sign, a liability waiver. The liability waiver shall be in such form as prescribed by the chief administrative officer of the school and shall contain the appropriate language so as to relieve the school district, the school and all school personnel from liability for any claims arising out of the acts or omissions of any individual or any school personnel relating to activities conducted by an organization.

(d) The provisions of this section shall be a part of and supplemental to K.S.A. 72-89a01 et seq., and amendments thereto. Sec. 2. K.S.A. 72-89a01 is hereby amended to read as follows: 72-89a01. As used in this act:

(a) "Board of education" means the board of education of a unified school district or the governing authority of an accredited nonpublic school.

(b) "School" means a public school or an accredited nonpublic school.

(c) "Public school" means a school operated by a unified school district organized under the laws of this state.

(d) "Accredited nonpublic school" means a nonpublic school participating in the quality performance accreditation system.

(e) "Chief administrative officer of a school" means, in the case of a public school, the superintendent of schools and, in the case of an accredited nonpublic school, the person designated as chief administrative officer by the governing authority of the school.

(f) "Federal law" means the individuals with disabilities education act, section 504 of the rehabilitation act, the gun-free schools act of 1994, and regulations adopted pursuant to such acts.

(g) "Secretary of education" means the secretary of the United States department of education.

(h) (1) "Weapon" means (1): (A) Any weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (2) (B) the frame or receiver of any weapon described in the preceding example; (3) (C) any firearm muffler or firearm silencer; (4) (D) any explosive, incendiary, or poison gas (A): (i) Bomb, (B); (ii) grenade, (C); (iii) rocket having a propellant charge of more than four ounces, (D); (iv) missile having an explosive or incendiary charge of more than 1/4 ounce, (E); (v) mine,; or (F) (vi) similar device; (5) (E) any weapon which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than 1/2 inch in diameter; (6) (F) any combination of parts either designed or intended for use in converting any device into any destructive device described in the two immediately preceding examples, and from which a destructive device may be readily assembled;

(7) (G) any bludgeon, sandclub, metal knuckles or throwing star; (8) (H) any knife, commonly referred to as a switch-blade, which has a blade that opens automatically by hand pressure applied to a button, spring or other device in the handle of the knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward or centrifugal thrust or movement; (9) or (I) any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun.

(2) The term “weapon” does not include within its meaning (1): (A) An antique firearm; (2) (B) an air gun; (C) any device which is neither designed nor redesigned for use as a weapon; (3) (D) any device, although originally designed for use as a weapon, which is redesigned for use as a signaling, pyrotechnic, line throwing, safety, or similar device; (4) (E) surplus ordinance sold, loaned, or given by the secretary of the army pursuant to the provisions of section 4684(2), 4685, or 4686 of title 10 of the United States Code; (5) or (F) class C common fireworks.

(i) “Air gun” means any device which will or is designed to or may be readily converted to, expel a projectile by the release of compressed air or gas, and which is of 0.18 caliber or less and has a muzzle velocity that does not exceed 700 feet per second.

(j) “Organization” means any profit or nonprofit association, whether school-sponsored or community-based, whose primary purpose is to provide youth development by engaging individuals under the age of 18 in activities designed to promote and encourage self-confidence, teamwork and a sense of community.

Sec. 3. K.S.A. 2015 Supp. 75-7c04 is hereby amended to read as follows: 75-7c04. (a) The attorney general shall not issue a license pursuant to this act if the applicant:

(1) Is not a resident of the county where application for licensure is made or is not a resident of the state;

(2) is prohibited from shipping, transporting, possessing or receiving a firearm or ammunition under 18 U.S.C. § 922(g) or (n), and amendments thereto, or K.S.A. 21-4204, prior to its repeal, or K.S.A. 2015 Supp. 21-6301(a)(10) through (a)(13) or K.S.A. 2015 Supp. 21-6304(a)(1) through (a)(3), and amendments thereto; or

(3) is less than 21 years of age.

(b) (1) The attorney general shall adopt rules and regulations establishing procedures and standards as authorized by this act for an eight hour handgun safety and training course required by this section. Such standards shall include: (A) A requirement that trainees receive training in the safe storage of handguns, actual firing of handguns and instruction in the laws of this state governing the carrying of concealed handguns and the use of deadly force; (B) general guidelines for courses which are compatible with the industry standard for basic handgun training for civilians; (C) qualifications of instructors; and (D) a requirement that the course be: (i) A handgun course certified or sponsored by the attorney general; or (ii) a handgun course certified or sponsored by the national rifle association or by a law enforcement agency, college, private or public institution or organization or handgun training school, if the attorney general determines that such course meets or exceeds the standards required by rules and regulations adopted by the attorney general and is taught by instructors certified by the attorney general or by the national rifle association, if the attorney general determines that the requirements for certification of instructors by such association meet or exceed the standards required by rules and regulations adopted by the attorney general. Any person wanting to be certified by the attorney general as an instructor shall submit to the attorney general an application in the form required by the attorney general and a fee not to exceed \$150.

(2) The cost of the handgun safety and training course required by this section shall be paid by the applicant. The following shall constitute satisfactory evidence of satisfactory completion of an approved handgun safety and training course:

(A) Evidence of completion of the *a* course *that satisfies the requirements of subsection (b)(1)*, in the form provided by rules and regulations adopted by the attorney general;

(B) an affidavit from the instructor, school, club, organization or group that conducted or taught such course attesting to the completion of the course by the applicant; or

(C) *evidence of completion of a course offered in another jurisdiction which is determined by the attorney general to have training requirements that are equal to or greater than those required by this act; or*

(D) a determination by the attorney general pursuant to subsection (c).

(c) The attorney general may:

(1) Create a list of concealed carry handgun licenses or permits issued by other jurisdictions which the attorney general finds have training requirements that are equal to or greater than those of this state; and (2) review each application received pursuant to K.S.A. 2015 Supp. 75-7c05, and amendments thereto, to determine if the applicant's previous training qualifications were equal to or greater than those of this state.

(d) For the purposes of this section:

(1) "Equal to or greater than" means the applicant's prior training meets or exceeds the training established in this section by having required, at a minimum, the applicant to: (A) Receive instruction on the laws of self-defense; and (B) demonstrate training and competency in the safe handling, storage and actual firing of handguns.

(2) "Jurisdiction" means another state or the District of Columbia.

(3) "License or permit" means a concealed carry handgun license or permit from another jurisdiction which has not expired and, except for any residency requirement of the issuing jurisdiction, is currently in good standing.

Sec. 4. K.S.A. 2015 Supp. 75-7c05 is hereby amended to read as follows: 75-7c05. (a) The application for a license pursuant to this act shall be completed, under oath, on a form prescribed by the attorney general and shall only include:

(1) (A) Subject to the provisions of subsection (a)(1)(B), the name, address, social security number, Kansas driver's license number or Kansas nondriver's license identification number, place and date of birth, a photocopy of the applicant's driver's license or nondriver's identification card and a photocopy of the applicant's certificate of training course completion; (B) in the case of an applicant who presents proof that such person is on active duty with any branch of the armed forces of the United States, or is the dependent of such a person, and who does not possess a Kansas driver's license or Kansas nondriver's license identification, the number of such license or identification shall not be required; (2) a statement that the applicant is in compliance with criteria contained within K.S.A. 2015 Supp. 75-7c04, and amendments thereto;

(3) a statement that the applicant has been furnished a copy of this act and is knowledgeable of its provisions;

(4) a conspicuous warning that the application is executed under oath and that a false answer to any question, or the submission of any false document by the applicant, subjects the applicant to criminal prosecution under K.S.A. 2015 Supp. 21-5903, and amendments thereto; and

(5) a statement that the applicant desires a concealed handgun license as a means of lawful self-defense.

(b) *Except as otherwise provided in subsection (i)*, the applicant shall submit to the sheriff of the county where the applicant resides, during any normal business hours:

- (1) A completed application described in subsection (a);
- (2) a nonrefundable license fee of \$132.50, if the applicant has not previously been issued a statewide license or if the applicant's license has permanently expired, which fee shall be in the form of two cashier's checks, personal checks or money orders of \$32.50 payable to the sheriff of the county where the applicant resides and \$100 payable to the attorney general; (3) if applicable, a photocopy of the proof of training required by K.S.A. 2015 Supp. 75-7c04(b)(1), and amendments thereto; and
- (4) a full frontal view photograph of the applicant taken within the preceding 30 days. (c) (1) *Except as otherwise provided in subsection (i)*, the sheriff, upon receipt of the items listed in subsection (b), shall provide for the full set of fingerprints of the applicant to be taken and forwarded to the attorney general for purposes of a criminal history records check as provided by subsection (d). In addition, the sheriff shall forward to the attorney general the application and the portion of the original license fee which is payable to the attorney general. The cost of taking such fingerprints shall be included in the portion of the fee retained by the sheriff. Notwithstanding anything in this section to the contrary, an applicant shall not be required to submit fingerprints for a renewal application under K.S.A. 2015 Supp. 75-7c08, and amendments thereto.
- (2) The sheriff of the applicant's county of residence or the chief law enforcement officer of any law enforcement agency, at the sheriff's or chief law enforcement officer's discretion, may participate in the process by submitting a voluntary report to the attorney general containing readily discoverable information, corroborated through public records, which, when combined with another enumerated factor, establishes that the applicant poses a significantly greater threat to law enforcement or the public at large than the average citizen. Any such voluntary reporting shall be made within 45 days after the date the sheriff receives the application. Any sheriff or chief law enforcement officer submitting a voluntary report shall not incur any civil or criminal liability as the result of the good faith submission of such report.
- (3) All funds retained by the sheriff pursuant to the provisions of this section shall be credited to a special fund of the sheriff's office which shall be used solely for the purpose of administering this act.
- (d) Each applicant shall be subject to a state and national criminal history records check which conforms to applicable federal standards, including an inquiry of the national instant criminal background check system for the purpose of verifying the identity of the applicant and whether the applicant has been convicted of any crime or has been the subject of any restraining order or any mental health related finding that would disqualify the applicant from holding a license under this act. The attorney general is authorized to use the information obtained from the state or national criminal history record check to determine the applicant's eligibility for such license.
- (e) Within 90 days after the date of receipt of the items listed in subsection (b), the attorney general shall:
 - (1) Issue the license and certify the issuance to the department of revenue; or
 - (2) deny the application based solely on: (A) The report submitted by the sheriff or other chief law enforcement officer under subsection (c)(2) for good cause shown therein; or (B) the ground that the applicant is disqualified under the criteria listed in K.S.A. 2015 Supp. 75-7c04, and amendments thereto. If the attorney general denies the application, the attorney general shall notify the applicant in writing, stating the ground for denial and informing the applicant the opportunity for a hearing pursuant to the Kansas administrative procedure act.
- (f) Each person issued a license shall pay to the department of revenue a fee for the cost of the license which shall be in amounts equal to the fee required pursuant to K.S.A. 8-243 and 8-246, and amendments thereto, for replacement of a driver's license.

(g) (1) A person who is a retired law enforcement officer, as defined in K.S.A. 2015 Supp. 21-5111, and amendments thereto, shall be: (A) Required to pay an original license fee as provided in subsection (b)(2), to be forwarded by the sheriff to the attorney general; (B) exempt from the required completion of a handgun safety and training course if such person was certified by the Kansas commission on peace officer's standards and training, or similar body from another jurisdiction, not more than eight years prior to submission of the application; (C) required to pay the license renewal fee; (D) required to pay to the department of revenue the fees required by subsection (f); and (E) required to comply with the criminal history records check requirement of this section.

(2) Proof of retirement as a law enforcement officer shall be required and provided to the attorney general in the form of a letter from the agency head, or their designee, of the officer's retiring agency that attests to the officer having retired in good standing from that agency as a law enforcement officer for reasons other than mental instability and that the officer has a nonforfeitable right to benefits under a retirement plan of the agency.

(h) A person who is a corrections officer, a parole officer or a corrections officer employed by the federal bureau of prisons, as defined by K.S.A. 75-5202, and amendments thereto, shall be: (1) Required to pay an original license fee as provided in subsection (b)(2); (2) exempt from the required completion of a handgun safety and training course if such person was issued a certificate of firearms training by the department of corrections or the federal bureau of prisons or similar body not more than one year prior to submission of the application; (3) required to pay the license renewal fee; (4) required to pay to the department of revenue the fees required by subsection (f); and (5) required to comply with the criminal history records check requirement of this section.

(i) A person who presents proof that such person is on active duty with any branch of the armed forces of the United States and is stationed at a United States military installation located outside this state, may submit by mail an application described in subsection (a) and the other materials required by subsection (b) to the sheriff of the county where the applicant resides. Provided the applicant is fingerprinted at a United States military installation, the applicant may submit a full set of fingerprints of such applicant along with the application. Upon receipt of such items, the sheriff shall forward to the attorney general the application and the portion of the original license fee which is payable to the attorney general.

Sec. 5. K.S.A. 2015 Supp. 75-7c10 is hereby amended to read as follows: 75-7c10. Subject to the provisions of K.S.A. 2015 Supp. 75-7c20, and amendments thereto:

(a) The carrying of a concealed handgun shall not be prohibited in any building unless such building is conspicuously posted in accordance with rules and regulations adopted by the attorney general.

(b) Nothing in this act shall be construed to prevent:

(1) any public or private employer from restricting or prohibiting by personnel policies persons from carrying a concealed handgun while on the premises of the employer's business or while engaged in the duties of the person's employment by the employer, except that no employer may prohibit possession of a handgun in a private means of conveyance, even if parked on the employer's premises; or (2) any private business or city, county or political subdivision from restricting or prohibiting persons from carrying a concealed handgun within a building or buildings of such entity, provided that the building is posted in accordance with rules and regulations adopted by the attorney general pursuant to subsection (i), as a building where carrying a concealed handgun is prohibited.

(c) (1) Any private entity which provides adequate security measures in a private building and which conspicuously posts signage in accordance with this section prohibiting the carrying of a concealed handgun in such building shall not be liable for any wrongful act or omission relating to actions of persons carrying a concealed handgun concerning acts or omissions regarding such handguns.

(2) Any private entity which does not provide adequate security measures in a private building and which allows the carrying of a concealed handgun shall not be liable for any wrongful act or omission relating to actions of persons carrying a concealed handgun concerning acts or omissions regarding such handguns.

(3) Nothing in this act shall be deemed to increase the liability of any private entity where liability would have existed under the personal and family protection act prior to the effective date of this act.

(d) The governing body or the chief administrative officer, if no governing body exists, of any of the following institutions may permit any employee, *who is legally qualified*, to carry a concealed handgun in any building of such institution, if the employee meets such institution's own policy requirements regardless of whether such building is conspicuously posted in accordance with the provisions of this section:

(1) A unified school district;

(2) a postsecondary educational institution, as defined in K.S.A. 74-3201b, and amendments thereto;

(3) a state or municipal-owned medical care facility, as defined in K.S.A. 65-425, and amendments thereto;

(4) a state or municipal-owned adult care home, as defined in K.S.A. 39-923, and amendments thereto;

(5) a community mental health center organized pursuant to K.S.A. 19-4001 et seq., and amendments thereto; or

(6) an indigent health care clinic, as defined by K.S.A. 2015 Supp. 65-7402, and amendments thereto.

(e) No public employer shall restrict or otherwise prohibit by personnel policies any employee, who is legally qualified, from carrying any concealed handgun while engaged in the duties of such employee's employment outside of such employer's place of business, including while in a means of conveyance.

(e) *(f)* (1) It shall be a violation of this section to carry a concealed handgun in violation of any restriction or prohibition allowed by subsection (a) or (b) if the building is posted in accordance with rules and regulations adopted by the attorney general pursuant to subsection (i) *(j)*. Any person who violates this section shall not be subject to a criminal penalty but may be subject to denial to such premises or removal from such premises.

(2) Notwithstanding the provisions of subsection (a) or (b), it is not a violation of this section for the United States attorney for the district of Kansas, the attorney general, any district attorney or county attorney, any assistant United States attorney if authorized by the United States attorney for the district of Kansas, any assistant attorney general if authorized by the attorney general, or any assistant district attorney or assistant county attorney if authorized by the district attorney or county attorney by whom such assistant is employed, to possess a handgun within any of the buildings described in subsection (a) or (b), subject to any restrictions or prohibitions imposed in any courtroom by the chief judge of the judicial district.

(3) Notwithstanding the provisions of subsection (a) or (b), it is not a violation of this section for a law enforcement officer, as that term is defined in K.S.A. 2015 Supp. 75-7c22, and amendments thereto, who satisfies the requirements of either K.S.A. 2015 Supp. 75-7c22(a) or (b), and amendments thereto, to possess a handgun within any of the buildings described in subsection (a) or (b), subject to any restrictions or prohibitions imposed in any courtroom by the chief judge of the judicial district.

(f) *(g)* On and after July 1, 2014, The provisions of this section shall not apply to the carrying of a concealed handgun in the state capitol.

(g) *(h)* For the purposes of this section:

(1) "Adequate security measures" shall have the same meaning as the term is defined in K.S.A. 2015 Supp. 75-7c20, and amendments thereto;

(2) "building" shall not include any structure, or any area of any structure, designated for the parking of motor vehicles; *and*

(3) "public employer" means the state and any municipality as those terms are defined in K.S.A. 75-6102, and amendments thereto, except the term "public employer" shall not include school districts.

(h) (i) Nothing in this act shall be construed to authorize the carrying or possession of a handgun where prohibited by federal law.

(i) (j) The attorney general shall adopt rules and regulations prescribing the location, content, size and other characteristics of signs to be posted on a building where carrying a concealed handgun is prohibited

pursuant to subsections (a) and (b). Such regulations shall prescribe, at a minimum, that:

(1) The signs be posted at all exterior entrances to the prohibited buildings;

(2) the signs be posted at eye level of adults using the entrance and not more than 12 inches to the right or left of such entrance;

(3) the signs not be obstructed or altered in any way; and

(4) signs which become illegible for any reason be immediately replaced.

Sec. 6. K.S.A. 2015 Supp. 75-7c20 is hereby amended to read as follows: 75-7c20. (a) The carrying of a concealed handgun shall not be prohibited in *any public area of any state or municipal building unless such building public area has adequate security measures to ensure that no weapons are permitted to be carried into such building public area and the building public area is conspicuously posted with either permanent or temporary signage approved by the governing body, or the chief administrative officer, if no governing body exists, in accordance with K.S.A. 2015 Supp. 75-7c10, and amendments thereto.*

(b) *The carrying of a concealed handgun shall not be prohibited throughout any state or municipal building which contains both public access entrances and restricted access entrances shall provide adequate security measures at the public access entrances in order to prohibit the carrying of any weapons into such building in its entirety unless such building has adequate security measures at all public access entrances to ensure that no weapons are permitted to be carried into such building and the building is conspicuously posted in accordance with K.S.A. 2015 Supp. 75-7c10, and amendments thereto.*

(c) *No state agency or municipality shall prohibit an employee from carrying a concealed handgun at the employee's work place unless the building has adequate security measures at all public access entrances to ensure that no weapons are permitted to be carried into such building and the building is conspicuously posted in accordance with K.S.A. 2015 Supp. 75-7c10, and amendments thereto.*

(d) (1) It shall not be a violation of the personal and family protection act for a person to carry a concealed handgun into a state or municipal building, *or any public area thereof*, so long as that person has authority to enter through a restricted access entrance into such building, *or public area thereof*, which provides adequate security measures *at all public access entrances* and the building, *or public area thereof*, is conspicuously posted in accordance with K.S.A. 2015 Supp. 75-7c10, and amendments thereto.

(2) *Any person, who is not an employee of the state or a municipality and is not otherwise authorized to enter a state or municipal building through a restricted access entrance, shall be authorized to enter through a restricted access entrance, provided such person:*

(A) *Is authorized by the chief law enforcement officer, governing body, or the chief administrative officer, if no governing body exists, to enter such state or municipal building through a restricted access entrance;*

(B) is issued an identification card by the chief law enforcement officer, governing body, or the chief administrative officer, if no governing body exists, which includes such person's photograph, name and any other identifying information deemed necessary by the issuing entity, and which states on the identification card that such person is authorized to enter such building through a restricted access entrance; and

(C) executes an affidavit or other notarized statement that such person acknowledges that certain firearms and weapons may be prohibited in such building and that violating any such regulations may result in the revocation of such person's authority to enter such building through a restricted access entrance. The chief law enforcement officer, governing body, or the chief administrative officer, if no governing body exists, shall develop criteria for approval of individuals subject to this paragraph to enter the state or municipal building through a restricted access entrance. Such criteria may include the requirement that the individual submit to a state and national criminal history records check before issuance and renewal of such authorization and pay a fee to cover the costs of such background checks. An individual who has been issued a concealed carry permit by the state of Kansas shall not be required to submit to another state and national criminal records check before issuance and renewal of such authorization. Notwithstanding any authorization granted under this paragraph, an individual may be subjected to additional security screening measures upon reasonable suspicion or in circumstances where heightened security measures are warranted. Such authorization does not permit the individual to carry a concealed weapon into a public building, which has adequate security measures, as defined by this act, and which is conspicuously posted in accordance with K.S.A. 2015 Supp. 75-7c10, and amendments thereto.

(e) A state agency or municipality which provides adequate security measures in a state or municipal building and which conspicuously posts signage in accordance with K.S.A. 2015 Supp. 75-7c10, and amendments thereto, prohibiting the carrying of a concealed handgun in such building shall not be liable for any wrongful act or omission relating to actions of persons carrying a concealed handgun concerning acts or omissions regarding such handguns.

(f) A state agency or municipality which does not provide adequate security measures in a state or municipal building and which allows the carrying of a concealed handgun shall not be liable for any wrongful act or omission relating to actions of persons carrying a concealed handgun concerning acts or omissions regarding such handguns.

(g) Nothing in this act shall limit the ability of a corrections facility, a jail facility or a law enforcement agency to prohibit the carrying of a handgun or other firearm concealed or unconcealed by any person into any secure area of a building located on such premises, except those areas of such building outside of a secure area and readily accessible to the public shall be subject to the provisions of subsection (b) (a).

(h) Nothing in this section shall limit the ability of the chief judge of each judicial district to prohibit the carrying of a concealed handgun by any person into courtrooms or ancillary courtrooms within the district provided that other means of security are employed such as armed law enforcement or armed security officers *the public area has adequate security measures to ensure that no weapons are permitted to be carried into such public area and the public area is conspicuously posted in accordance with K.S.A. 2015 Supp. 75-7c10, and amendments thereto.*

(i) The governing body or the chief administrative officer, if no governing body exists, of a state or municipal building, may exempt the building, *or any public area thereof*, from this section until January 1, 2014, by notifying the Kansas attorney general and the law enforcement agency of the local jurisdiction by letter of such exemption. Thereafter, such governing body or chief administrative officer may exempt a state or municipal building for *a period of only four years until July 1, 2017*, by adopting a resolution, or drafting a letter, listing the legal description of such building, listing the reasons for

such exemption, and including the following statement: “A security plan has been developed for the building being exempted which supplies adequate security to the occupants of the building and merits the prohibition of the carrying of a concealed handgun.” A copy of the security plan for the building shall be maintained on file and shall be made available, upon request, to the Kansas attorney general and the law enforcement agency of local jurisdiction. Notice of this exemption, together with the resolution adopted or the letter drafted, shall be sent to the Kansas attorney general and to the law enforcement agency of local jurisdiction. The security plan shall not be subject to disclosure under the Kansas open records act.

(j) The governing body or the chief administrative officer, if no governing body exists, of any of the following institutions may exempt any building of such institution, *or any public area thereof*, from this section for a period of only four years *until July 1, 2017*, by stating the reasons for such exemption and sending notice of such exemption to the Kansas attorney general:

(1) A state or municipal-owned medical care facility, as defined in K.S.A. 65-425, and amendments thereto;

(2) a state or municipal-owned adult care home, as defined in K.S.A. 39-923, and amendments thereto;

(3) a community mental health center organized pursuant to K.S.A. 19-4001 et seq., and amendments thereto;

(4) an indigent health care clinic, as defined by K.S.A. 2015 Supp. 65-7402, and amendments thereto; or

(5) a postsecondary educational institution, as defined in K.S.A. 74-3201b, and amendments thereto, including any buildings located on the grounds of such institution and any buildings leased by such institution.

(k) The provisions of this section shall not apply to any building located on the grounds of the Kansas state school for the deaf or the Kansas state school for the blind.

(l) Nothing in this section shall be construed to prohibit any law enforcement officer, as defined in K.S.A. 2015 Supp. 75-7c22, and amendments thereto, who satisfies the requirements of either K.S.A. 2015 Supp. 75-7c22(a) or (b), and amendments thereto, from carrying a concealed handgun into any state or municipal building, *or any public area thereof*, in accordance with the provisions of K.S.A. 2015 Supp. 75-7c22, and amendments thereto, subject to any restrictions or prohibitions imposed in any courtroom by the chief judge of the judicial district.

(m) For purposes of this section:

(1) “Adequate security measures” means the use of electronic equipment and *armed* personnel at public entrances to detect and restrict the carrying of any weapons into the state or municipal building, *or any public area thereof*, including, but not limited to, metal detectors, metal detector wands or any other equipment used for similar purposes to ensure that weapons are not permitted to be carried into such building *or public area* by members of the public. Adequate security measures for storing and securing lawfully carried weapons, including, but not limited to, the use of gun lockers or other similar storage options may be provided at public entrances.

(2) “*Authorized personnel*” means *employees of a state agency or municipality and any person granted authorization pursuant to subsection (d)(2), who are authorized to enter a state or municipal building through a restricted access entrance.*

(2) (3) The terms “municipality” and “municipal” are interchangeable and have the same meaning as the term “municipality” is defined in K.S.A. 75-6102, and amendments thereto, but does not include school districts.

(3) (4) *“Public area” means any portion of a state or municipal building that is open to and accessible by the public or which is otherwise designated as a public area by the governing body or the chief administrative officer, if no governing body exists, of such building.*

(5) *“Restricted access entrance” means an entrance that is restricted to the public and requires a key, keycard, code, or similar device to allow entry to authorized personnel.*

(4) (6) *“State” means the same as the term is defined in K.S.A. 75-6102, and amendments thereto.*

(5) (7) (A) *“State or municipal building” means a building owned or leased by such public entity. It does not include a building owned by the state or a municipality which is leased by a private entity whether for profit or not-for-profit or a building held in title by the state or a municipality solely for reasons of revenue bond financing.*

(B) *On and after July 1, 2014, The term “state and municipal building” shall not include the state capitol.*

(6) (8) *“Weapon” means a weapon described in K.S.A. 2015 Supp.21-6301, and amendments thereto, except the term “weapon” shall not include any cutting instrument that has a sharpened or pointed blade.*

(n) *This section shall be a part of and supplemental to the personal and family protection act. Sec. 7. K.S.A. 72-89a01 and K.S.A. 2015 Supp. 75-7c04, 75-7c05, 75-7c10 and 75-7c20 are hereby repealed. Sec. 8. This act shall take effect and be in force from and after its publication in the statute book.*

I hereby certify that the above BILL originated in the
HOUSE, and was adopted by that body

HOUSE adopted

Conference Committee Report

Speaker of the House.

Chief Clerk of the House.

Passed the SENATE

as amended

SENATE adopted

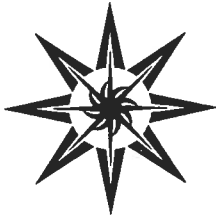
Conference Committee Report

President of the Senate.

Secretary of the Senate.

APPROVED

Governor.



PLANNING COMMISSION

Council Meeting Date: June 20, 2016

PC2016-04 Consider Amendments to Zoning Ordinances in R-1a and R-1b regarding Height, Building Elevation/top of foundation and Side Setbacks

SUGGESTED MOTION:

MOVE THE GOVERNING BODY ADOPT ORDINANCE 2350 AMENDING THE PRAIRIE VILLAGE KANSAS ZONING ORDINANCE BY AMENDING CHAPTER 19.02, ENTITLED "DEFINITIONS," BY AMENDING SECTION 19.02.100 "BUILDING HEIGHT"; AMENDING CHAPTER 19.06, ENTITLED "DISTRICT R-1A SINGLE FAMILY RESIDENTIAL DISTRICT," BY AMENDING SECTIONS 19.06.020 "HEIGHT R-1A" AND 19.06.030 "SIDE YARD (R-1A)"; AMENDING CHAPTER 19.08, ENTITLED "DISTRICT R-1B SINGLE FAMILY RESIDENTIAL DISTRICT," BY AMENDING SECTIONS 19.08.015 "HEIGHT (R-1B)" AND 19.08.025 "SIDE YARD (R-1B)"; AND AMENDING CHAPTER 19.44, ENTITLED "HEIGHT AND AREA EXCEPTIONS," BY AMENDING SECTIONS 19.44.015 "HEIGHT" AND 19.44.030 "BUILDING ELEVATIONS".

BACKGROUND

Prairie Village has been experiencing increasing amounts of investment and infill development in residential neighborhoods. Some of these projects involve tearing down older homes and replacing them with new and larger homes, raising questions and concern regarding the ability of the current zoning standards (R-1B and R-1A zoning districts) to guide new development.

Over the past eight months, the City conducted public official work sessions, stakeholder focus groups, and public open houses to discuss and determine a direction on amendments to the R-1A and R-1B zoning districts. Through these discussions, consensus on some of the concepts considered was not evident and a clear direction could not be determined. However on others, there was apparent consensus.

The proposed amendments address three main areas:

1. *Height:* Reducing the overall building height by (a) altering how building height is measured; and (b) changing the maximum height in R-1B from 35 feet to 29 feet.
2. *First Floor Elevation:* Amending sections of the code that apply to the first floor elevations new residential buildings, so that a generally applicable standard for building placement based on the site and grade can apply regardless of where the elevation of the prior existing home is.
3. *Side Setbacks:* Amending the side setbacks from the existing 4 feet (R-1B) and 5 feet (R-1A), with additional building separation requirements dependent

on adjacent buildings, to 10% of the lot width on each side regardless of where adjacent structures may be.

On Tuesday, June 7th, the Planning Commission held a public hearing on the proposed ordinance revisions. Public comment was taken and is contained in the attached minutes of that meeting. The Planning Commission recommends approval of the proposed revisions as presented. Attached is a strike-through version of the existing code reflecting the proposed changes and the adopting ordinance.

RELATIONSHIP TO VILLAGE VISION

- *Community Character:* Provide and attractive, friendly and safe community with a unique village identity appealing to people of all ages.
- *Housing:* Encourage neighborhoods with unique character, strong property values and quality housing options for families and individuals of a variety of ages and incomes.
- *Land Resources:* Encourage a high quality natural and man-made environment that preserves community character, creates identity and sense of place, and provides opportunities for renewal and redevelopment, including vibrant mixed-use centers.

ATTACHMENTS

PC2016-04 Staff Report & Packet

Presentation made to the Commission

Excerpt of June 7th Planning Commission draft minutes

Proposed Ordinance

PREPARED BY

Joyce Hagen Mundy

City Clerk/Planning Commission Secretary

Date: June 10, 2016

STAFF REPORT

TO: Prairie Village Planning Commission
FROM: Chris Brewster, AICP, Gould Evans, Planning Consultant
DATE: June 7, 2016, Planning Commission Meeting

Application: PC 2016-04

Request: Amendments to R-1A and R-1B zoning districts regarding height, building elevation/top of foundation, and side setbacks.

Attachments: Draft of proposed amendments; Current Zoning Map (R-1A and R-1B areas affected by changes)

Background:

Prairie Village has been experiencing increasing amounts of investment and infill development in residential neighborhoods. Some of these projects involve tearing down older homes and replacing them with new and larger homes. In general, questions and concern regarding the ability of the current zoning standards (R-1B and R-1A zoning districts) to guide new development have arisen.

The City conducted public official work sessions, stakeholder focus groups, and public open houses over the last 8 months to discuss and determine a direction on amendments to the R-1A and R-1B zoning districts. Through these discussions, consensus on some of the concepts considered was not evident and a clear direction could not be determined. However on others, there was apparent consensus.

The proposed amendments address three main areas:

1. *Height:* Reducing the overall building height by (a) altering how building height is measured; and (b) changing the maximum height in R-1B from 35 feet to 29 feet.
2. *First Floor Elevation:* Amending sections of the code that apply to the first floor elevations new residential buildings, so that a generally applicable standard for building placement based on the site and grade can apply regardless of where the elevation of the prior existing home is.
3. *Side Setbacks:* Amending the side setbacks from the existing 4 feet (R-1B) and 5 feet (R-1A), with additional building separation requirements dependent on adjacent buildings, to 10% of the lot width on each side regardless of where adjacent structures may be.

Relation to Comprehensive Plan:

Village Vision was adopted in 2007 with the following goals specifically related to this issue:

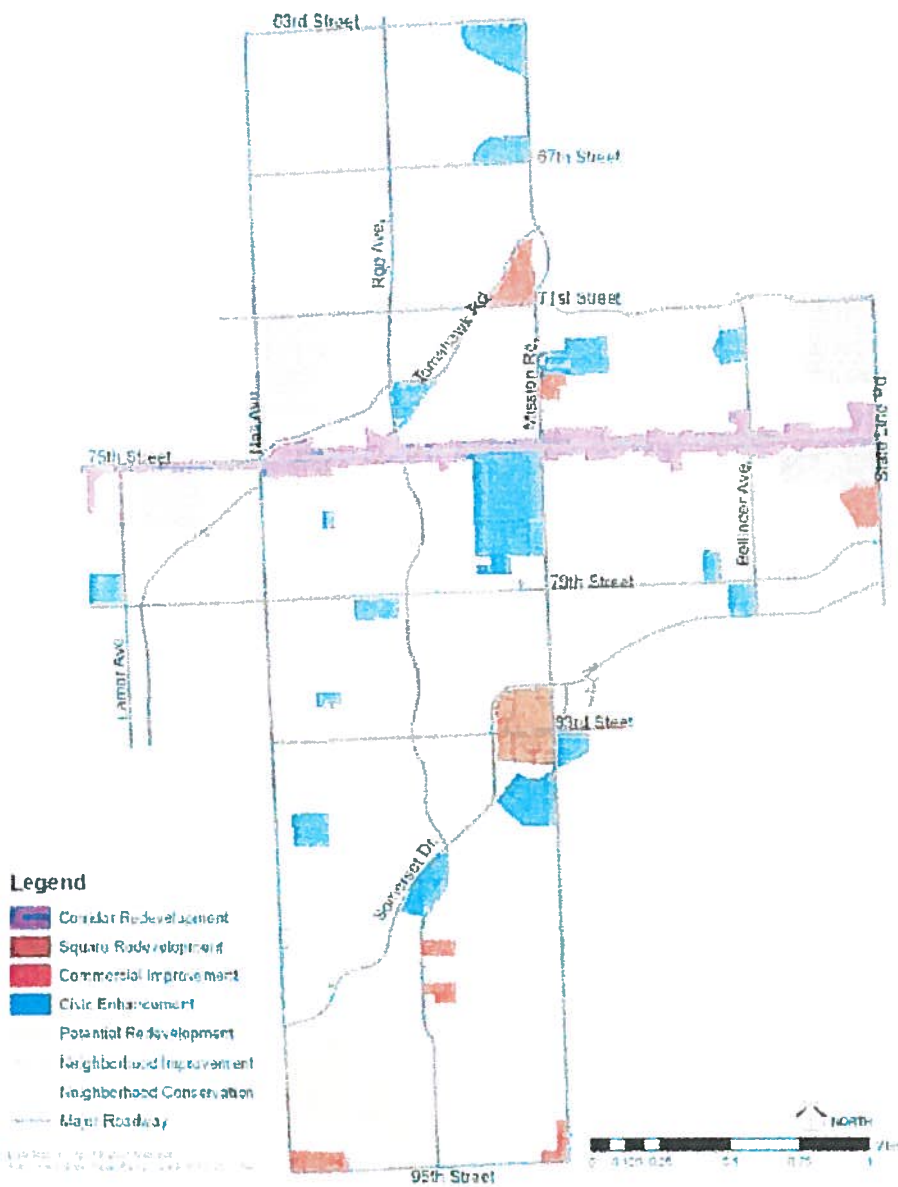
- *Community Character:* Provide an attractive, friendly and safe community with a unique village identity appealing to people of all ages.
- *Housing:* Encourage neighborhoods with unique character, strong property values and quality housing options for families and individuals of a variety of ages and incomes.
- *Land Resources:* Encourage a high quality natural and man-made environment that preserves community character, creates identity and sense of place, and provides opportunities for renewal and redevelopment, including vibrant mixed-use centers.

Several specific policies and action items under these goals further identify the values of the community in this regard. Strategies identified include updating development regulations to better balance the need

for new investment with maintaining the character and identity that have made Prairie Village's neighborhoods attractive and valuable.

The land use element of the comprehensive plan associated with these goals – the Conceptual Development Framework - identifies the neighborhoods for Conservation and Improvement. This includes a majority of the City's land area which is currently zoned either R-1A or R-1B. In general the plan establishes similar policies and desired outcomes for the "Neighborhood Conservation" and "Neighborhood Improvement" areas. The key difference is the anticipated amount of reinvestment activity based on age and existing conditions in the Neighborhood Improvement areas. (See Village Vision, Chapter 4 – Neighborhoods).

MAP 3.2 CONCEPTUAL DEVELOPMENT FRAMEWORK



Source: ACP

Process:

In August of 2015 staff was directed to follow up on the comprehensive plan policies and action strategies, and begin a process to explore options to amend development standards affecting Prairie Village neighborhoods. The following is a summary of the analysis and engagement:

- *September 17, 2015*, Staff Memo to the Mayor and City Council on Residential Infill Development
- *October 1, 2015*, Developer Discussion # 1 - focus group with developers on preliminary issues and analysis.
- *November 20, 2015*, Developer Discussion # 2 - focus group with developers on potential strategies
- *November 2015 – February 2016*, Drafting Committee Work Sessions - several meetings with a smaller group of Planning Commissioners, architects and developers to review and discuss drafts of potential amendments.
- *October 19, 2015 and February 1, 2016*, City Council Status Updates,
- *February 18, February 22, and March 2 2016*, Neighborhood Open Houses - open public forum to review and comment on the Discussion Draft of the proposed amendments.
- *April 4, 2016*, Council Review and Direction – [date of Wes' meeting and update]
- *April – May 2016*, Drafting Committee Work Sessions – several meetings with smaller focus group to draft proposed amendments.
- *June 7, 2016*, Planning Commission Public Hearing

Comments:

The result of the issues and analysis and the public process is the recommendation of a “two-tiered” approach to the issues regarding development and investment in Prairie Village Neighborhoods:

Tier 1 – Address basic zoning standards that are either out of scale with lots in neighborhoods, or which are creating the most difficulties through the development review process (i.e. height, side setback, and standards for first floor elevation of new residential structures).

Tier 2 – Revisit design, scale and massing issues through a broader discussion with continued involvement of stakeholders that were introduced to these issues in the public open houses.

Tier 1 amendments are the subject of the proposed amendments and this public hearing. They are summarized as follows:

1. Height:

- a. *How height is measured.* Currently height on pitched roofs is measured to the mean height of a pitched roof structure. This is typically done in zoning ordinances to accommodate the different scale and mass that results from different pitches of roofs. However, in Prairie Village's context, it can result in buildings significantly out of scale with existing development. The maximum height measured from the grade to the mean of pitched roofs can be up to 35 feet, and consequently the overall height of some buildings could be significantly higher than 35 feet, possibly upwards of 42 to 45 feet. Through staff's review and analysis we were unable to identify any homes that have been built to the extent of what the current zoning could allow in this regard, so even the homes that were causing concern were well within what is allowed by current standards. The response to this situation is to change how height is measured in R-1A and R-1B so that it is measured from the top of foundation to the highest point (or “peak”) of the roof structure (instead of from grade to the mean of pitched roof).
- b. *Overall Height limit.* Currently the height limit in R-1A and R-1B is 35 feet. This is more than sufficient to accommodate a 2.5 story dwelling, particularly when considered in conjunction with 1.a. above. The R-1B lots are the smallest residential lots, allowing lots as small as 60 feet by 100 feet, with most typically 65 feet by 120 feet. Existing homes originally built on these lots are typically 1-story, 1.5-story, or 2-story with the appearance of 1.5-story elements on the front elevations.

Through staff's analysis it was determined that most new homes built, including many of the exemplary examples of recent builds, are within (or could be easily modified to be within) 29 feet from top of foundation to the high point on the roof structure. The response to this situation is to change the overall height to 29 feet in R-1B and leave the R-1A height at 35 feet (noting the change in how height is measured in 1.a.).

2. *Building Elevations:* Currently new residential structures are required to be set at the same first floor elevation or lower than the original structure. This appears to be an attempt to reduce the scale of new homes in relation to the existing and adjacent homes. However, in addressing only the first floor elevation, these standards do not adequately address this issue. With the noted issues on overall building height (above), a new structure built at the elevation of a current home could still be substantially higher and out of scale with existing homes while meeting this standard. Further, since many existing homes are built at grade (some "slab on grade"), which produces drainage problems, many new homes are forced into a discretionary review process for an exception. This process does not have specific criteria to guide applicants, staff or decision makers. Often the appropriate design from a building code or drainage and site design process is forced to get an exception. This, combined with the fact that the standards and exceptions do not seem to adequately address the reason for these standards to begin with (deal with building scale), caused staff to revisit these standards. The goal was to allow all lots a reasonable foundation elevation based on the site grade and lot, and not necessarily tie it to where an existing structure's first floor elevation happens to be. Further, since the proposed draft addresses some of the overall height concerns on the upper end, a more reasonable allowance for foundation elevations based on typical building practices seems appropriate. The response to this situation is to allow all residential lots a top of foundation that is 6 inches to 24 inches above grade along the front façade, and to improve the current exception process for greater elevations with more specific criteria.
3. *Side Setbacks:* The relationship and the scale and mass of structures adjacent to each other has been a big part of this discussion. The current side setbacks – 4 feet (R-1B) and 5 feet (R-1A) can allow structures in close proximity. Therefore the current standards also have a minimum separation requirement from existing structures (12 feet in R-1B and 14 feet in R-1A). Since this pins a standard to what a neighbor may or may not do, and is subject to change as different property owners build at different times, these types of standards can become difficult to administer. Standards roughly similar to the current standards and which is keyed to the lot and not a neighbors building were explored. The response to this situation is to set the setback at 10% of the lot width resulting in a setback for a minimum size R-1B lot of 6 feet on each side (10% of the required 60 foot lot width) and a setback for a minimum size R-1A lot of 8 feet on each side (10% of the required 80 foot lot width). This would result in approximately the same scale, massing and dimensions of the current building separation standards (12 feet and 14 feet, respectively) if each lot were built to the extent of the setback, yet it can be applied independent of any review or analysis of what a neighboring property owner may have done. Further, the setback would scale to the size of the lot, requiring a slightly greater setback the wider the lot is.

Each of these proposed amendments is identified in the attached strike-through ordinance, addressing the standards and any other related sections of the ordinance. These proposed changes are to address the "First Tier" issues.

Direction from the Council is to continue to work with stakeholders on potential solutions to the "Second Tier" issues. These discussions will involve continued work on more detailed building scale and mass standards, discussion of other elements of site or building design that impact the "neighborhood character" identified in Village Vision, and analysis of new potential strategies brought up in the public forum including basic material standards and "four-sided" architecture requirements.

THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

May 13, 2016

Dear HOA President:

This is an update on the status of the Residential Building Guidelines initiative. The Public Information Sessions were held at City Hall on February 18, February 22, and March 2 in the Council Chambers. The number of people who attended each meeting was fairly consistent and averaged between 50-60 people per meeting. Attendees were comprised of residents, elected officials, media, and representatives from committee members who contributed to the projects with several residents attending more than one meeting.

In my overview report to the Governing Body on April 4, 2016, I reported the spectrum of opinion of the proposed concepts varied with the most discussion centering on possible changes to residential areas that are zoned R1-B (small lots averaging approximately 65' X 125'). This process was an effective forum for residents to evaluate and contribute to the concept draft by sharing their thoughts and ideas. Although there were voices of differing opinion, there was general consensus that zoning amendments were necessary to restrict "towering" or excessively large scale homes disproportionate to lot size.

After discussion with the Governing Body it was determined to focus on a two-phased process. Phase 1 will focus solely on modifying current zoning to address height, side set back, and first floor elevation regulations in response to increased construction. Staff believes this process will be straightforward and reflective of community input. We believe there is general community consensus on the attached recommendations.

There will be a Public Hearing on June 7, 2016, at 7:00 pm before the Planning Commission to consider the amendments. The meeting will be at City Hall in the Council Chambers at 7700 Mission Road, Prairie Village, Kansas. We appreciate your assistance in notifying your residents of this information.

After Phase 1 is completed, Phase 2 will begin by focusing on comments generated during the Public Forums concerning Residential Building Guidelines. We are striving to achieve a broader range of opinions by engaging additional architects & developers in a collaborative process to develop workable ideas to shape the future of our community. We also plan to include additional considerations such as 4-sided architecture and a materials list for exterior siding that was recommended by several residents who participated in the meetings.

We understand this may or may not be a concern where you live; however, we wanted you to be aware of the next steps to this process. It should be noted that if proposed changes are adopted, changes will not supersede deed restrictions or enforceable covenants that may be working well in your neighborhood.

Please contact Assistant City Administrator Wes Jordan at wjordan@pvkansas.com or 385-4621 for any additional questions or comments. The proposed amendments are also available through our website - www.pvkansas.com under "Breaking News."

**Planning Commission Consideration of
Proposed Amendments to Residential Zoning
June 7, 2016**

19.02.100 Building Height

"The vertical distance from grade plane finished grade to the average height of the highest roof surface, except where more specifically described otherwise in these regulations. In interpreting allowed height, the Building Official may accept up to a 3% tolerance from the height on any approved site plan or building elevation to account for field conditions or normal construction practices. (Ord. 2026, Sec. II, 2002; Ord. 2187, Sec. II, 2009)

[Remove interpretation diagram on page 13]

19.06.020 Height (R-1A)

No building or structure shall exceed thirty-five (35) feet in height, measured as set out in Section 19.02.100 measured from the top of foundation to the highest point of the roof structure; nor shall it any building or structure contain more than two and one half stories as set out in Section 19.02.435.

19.06.030 Side Yard (R-1A)

- A. A side yard shall be provided on each side of the lot. Such side yard on interior lots shall not be less than 10% of the lot width on each side. five (5) feet and there shall not be less than fourteen (14) feet between a dwelling on said lot and the dwelling located on adjacent property except that existing dwellings built prior to August 1, 1995 that are closer than fourteen (14) feet apart, shall be considered as conforming structures provided they are at least five (5) feet from the side property line and they may be expanded along the existing side building line as long as they maintain the minimum five (5) foot side yard setback. (Ord. 1988, Sec. I, 2000)

19.08.015 Height (R-1B)

No building or structure shall exceed thirty-five twenty-nine (3529) feet in height measured as set out in Section 19.02.100 measured from the top of foundation to the highest point of the roof structure; nor shall it any building or structure contain more than two and one half stories as set out in Section 19.02.435.

19.08.025 Side Yard (R-1B)

- A. A side yard shall be provided on each side of the lot. Such side yard on interior lots shall not be less than 10% of the lot width on each side. four (4) feet and there shall not be less than twelve (12) feet between a dwelling on said lot and the dwelling located on adjacent property except that existing dwellings built prior to August 1, 1995 that are

~~closer than twelve (12) feet apart, shall be considered as conforming structures provided they are at least four (4) feet from the side property line and they may be expanded along the existing side building line as long as they maintain the minimum four (4) foot side yard setback. (Ord. 1989, Sec. I, 2000)~~

19.44.015 Height

- B. ~~Dwellings in District R-1a, R-1b, or R-2 may be increased in height not exceeding ten (10) feet in addition to the limitation of two and one-half stories or thirty-five (35) feet, as prescribed in such districts; provided that two side yards of not less than thirty-five (35) feet in width each are provided.~~

19.44.030 Building Elevations

- A. ~~New residential structures or additions set at the same first floor elevation or lower than the original structure shall be exempt from review by the Planning Commission shall establish the top of foundation between six (6) inches and twenty-four (24) inches above the finished grade along the front façade. The top of foundation measurement shall be limited to six (6) inches above the highest point of the finished grade in situations where there is significant grade changes along the front façade (i.e. slope or hill) that results in more than twenty-four (24) inches of foundation exposure at any point.~~
- B. ~~New residential structures or additions may raise the first floor elevation top of foundation an additional six (6) inches for every additional five feet over the minimum side yard setback that the building sets back from both side property lines up to thirty-six (36) inches above the finished grade along the front facade. ~~The maximum elevation can be raised is three feet without requiring review and approval of the Planning Commission.~~~~
- C. ~~New residential structures or additions not meeting paragraphs a-A or b-B above shall be submitted to the Planning Commission for review ~~and approval.~~ The Planning Commissions may grant an exception based on the following criteria:~~
- ~~1. The design of the building elevations, and specifically any design details that reduce the scale and massing of the building compared to what could otherwise be built under the zoning standards.~~
 - ~~2. The relationship of the proposed dwelling to existing structures, and whether their grading, elevation and design is appropriate for the context.~~
 - ~~3. Any special considerations of the lot with respect to the existing grades, proposed appropriate grades and the drainage patterns in relation to adjacent properties and the proposed structure.(Ord. 2019, Sec. III, 2001)~~

Joyce Hagen Mundy

From: Alexis Kuklenski [alexis.kuklenski@gmail.com]
Sent: Wednesday, May 18, 2016 10:17 AM
To: Joyce Hagen Mundy
Subject: Public Comment on June 7 Planning Commission Public Hearing Items

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Green Category, Red Category

Good Afternoon,

I am writing in regard to the proposed amendment to the residential zoning code, scheduled for public hearing on Tuesday, June 7, 2016. Please add these comments to the public record, and distribute them to Planning Commission so they can be considered in their decision.

I am in favor of zoning changes to encourage development that is in keeping with the existing neighborhood context. However, I am opposed to the proposed revisions to "19.06.030 Side yard (R1-A)" and "19.08.25 Side yard (R-1B)". I request that the Planning Commission retain the existing side yard language at this time.

In the case of smaller lots, the proposed revisions will increase the side setback requirements. And, the requirement has the potential to encourage structures to move from wider, traditional ranch designs to deeper designs that use the backyards. Which would not be in keeping with the existing housing stock.

One of the charming aspects of Prairie Village is its relative density compared to neighboring communities. Increasing side setbacks may decrease the perceived density. Density is one of the key design elements that encourage a sense of vibrancy, walkability, and community within a neighborhood, thus it is not something to be discouraged.

The aim of the zoning changes is laudable, and something I support. However, I do not believe the proposed revisions to side yards will result in the intended goal. My request is for the Planning Commission to reject the proposed revisions to "19.06.030 Side yard (R1-A)" and "19.08.25 Side yard (R-1B)", and adopt the rest of the amended language. In future revisions to the zoning code, the Planning Commission could consider variable side yard setbacks based on overall lot size. This would allow larger "country lots" to have larger setbacks than smaller more urban lots. This would support the variable development patterns within our numerous unique, pocket neighborhoods. Restrictions on the overall lot coverage could also be used to encourage home footprints that are proportionate to the lot size

Thank you for considering my comments.

Alexis Kuklenski

4815 W 63rd Terr

Prairie Village, KS 66208

Joyce Hagen Mundy

From: Spencer Thielmann [spencer.thielmann@gmail.com]
Sent: Wednesday, May 18, 2016 4:02 PM
To: Joyce Hagen Mundy
Subject: Public Comment on June 7 Planning Commission Public Hearing Items

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Good Afternoon,

I am writing in regard to the proposed amendment to the residential zoning code, scheduled for public hearing on Tuesday, June 7, 2016. Please add these comments to the public record, and distribute them to Planning Commission so they can be considered in their decision.

I am in favor of zoning changes to encourage development that is in keeping with the existing neighborhood context. However, I am opposed to the proposed revisions to "19.06.030 Side yard (R1-A)" and "19.08.25 Side yard (R-1B)". I request that the Planning Commission retain the existing side yard language at this time.

In the case of smaller lots, the proposed revisions will increase the side setback requirements. And, the requirement has the potential to encourage structures to move from wider, traditional ranch designs to deeper designs that use the backyards. Which would not be in keeping with the existing housing stock.

One of the charming aspects of Prairie Village is its relative density compared to neighboring communities. Increasing side setbacks may decrease the perceived density. Density is one of the key design elements that encourage a sense of vibrancy, walkability, and community within a neighborhood, thus it is not something to be discouraged.

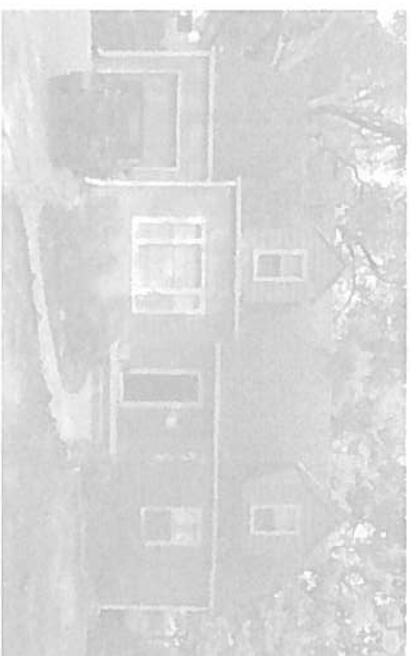
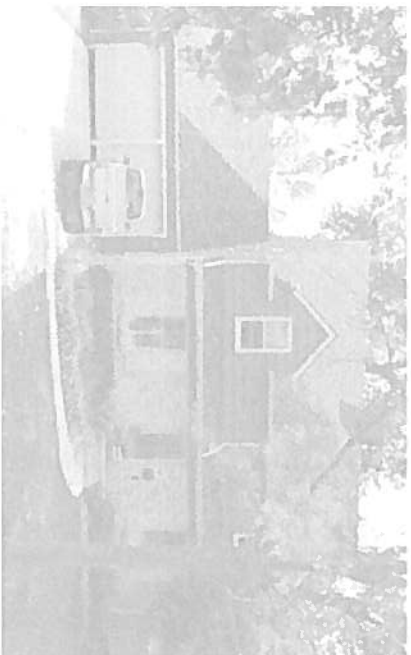
The aim of the zoning changes is laudable, and something I support. However, I do not believe the proposed revisions to side yards will result in the intended goal. My request is for the Planning Commission to reject the proposed revisions to "19.06.030 Side yard (R1-A)" and "19.08.25 Side yard (R-1B)", and adopt the rest of the amended language. In future revisions to the zoning code, the Planning Commission could consider variable side yard setbacks based on overall lot size. This would allow larger "country lots" to have larger setbacks than smaller more urban lots. This would support the variable development patterns within our numerous unique, pocket neighborhoods. Restrictions on the overall lot coverage could also be used to encourage home footprints that are proportionate to the lot size

Thank you for considering my comments.

Spencer Thielmann

4815 W 63rd Terr

Prairie Village, KS 66208



Prairie Village Planning Commission R1-A & R1-B Zoning Amendments

Public Hearing
June 7, 2016

Data

2010	6 new homes / 7 teardowns
2011	6 new homes / 6 teardowns
2012	4 new homes / 3 teardowns
2013	9 new homes / 10 teardowns
2014	16 new homes / 12 teardowns
2015	24 new homes / 20 teardowns
TOTAL	65 new homes / 58 teardowns

Policy Goals

Provide regulatory strategies to protect neighborhood character while balancing the changing demographics and needs of the Prairie Village community.

Village Vision / Neighborhoods

- Unique character
- Strong property values
- Quality housing options / variety
- Encourage renovation / rehabilitation
- Design guidelines / zoning updates
- Attract and retain families

Objectives for Outreach Discussions

- Promote investment in neighborhoods
- Maintain unique neighborhood character
- Reinforce existing scale
- Promote new buildings and site design that enhance neighborhood streetscapes
- Manage relationships of adjacent buildings.
- Enhance quality, aesthetics, and visual interest.

Process

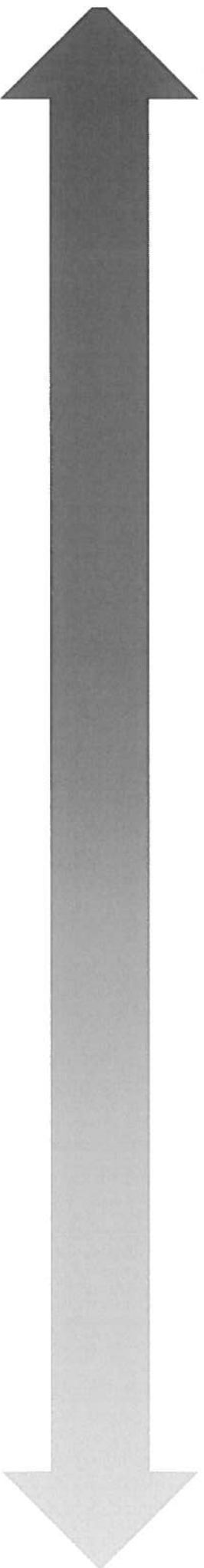
Monitor Neighborhood Association overlay processes	2014-15
Developer Discussion I	October 1, 2015
Council Work Session	October 19, 2015
Developer Discussion II	November 20, 2015
Drafting Committee Workshops (5)	November 2015 – January 2016
Discussion Draft Introduction	February 1, 2016
Neighborhood Open House / Public Discussion (3)	February 18, 22, and March 2, 2016
Drafting Committee Workshop / Revisions	April – May, 2016

Spectrum of public opinion

No change to
neighborhoods / preserve
architecture styles

Accommodate new families
/ modern housing needs,
but respect scale and form
of neighborhoods

No new
standards



Proposed Zoning Changes – Discussion Draft

Basic Scale and Mass – Heights / Setbacks

- Zoning – Heights and Setbacks [revised]
- First-floor elevation [revised]
- Second story limits / half-story [revised]

Basic Scale and Mass – Volume / Massing

- Limit footprints [30% max]
- Break up larger wall planes
- Architectural massing elements

Basic Scale and Mass – Relationship to Streetscape

- Limit garage location and extent
- Entrance features requirements
- Façade design – Windows requirements

Quality / Aesthetics

- Material Standards

Proposed Standards – This Amendment

Basic Scale and Mass – Heights / Setbacks

- Zoning – Heights and Setbacks [revised]
- First-floor elevation [revised]
- Second story limits / half-story [revised]

Basic Scale and Mass – Volume / Massing

- Limit footprints [30% max]
- Break up larger wall planes
- Architectural massing elements



Basic Scale and Mass – Relationship to Streetscape

- Limit garage location and extent
- Entrance features requirements
- Façade design – Windows requirements

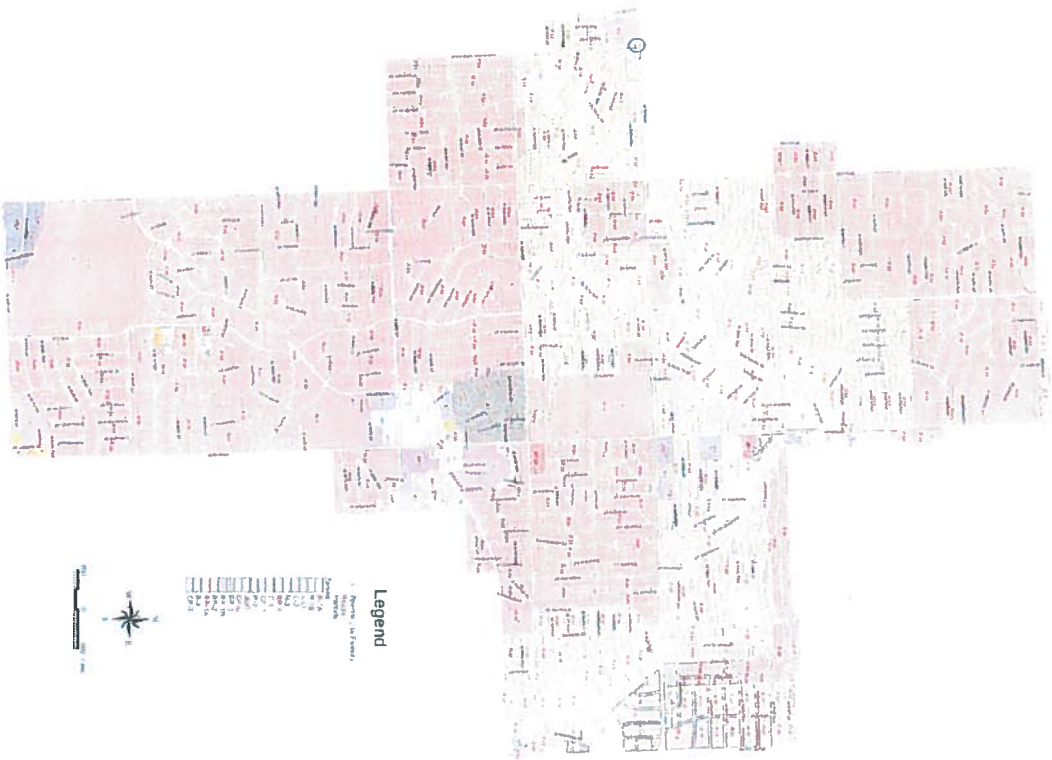
Quality / Aesthetics

- Material Standards

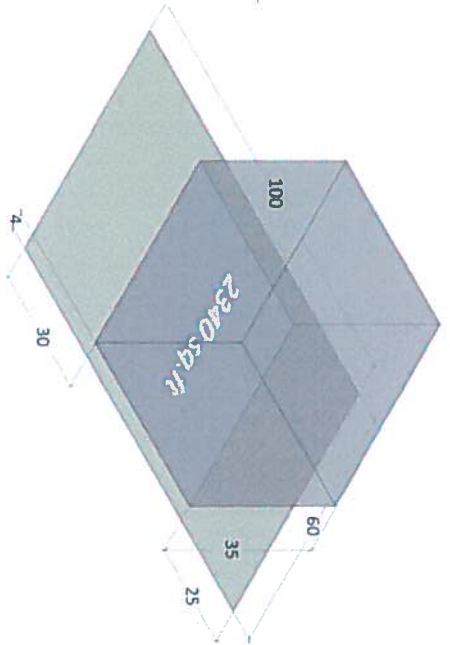
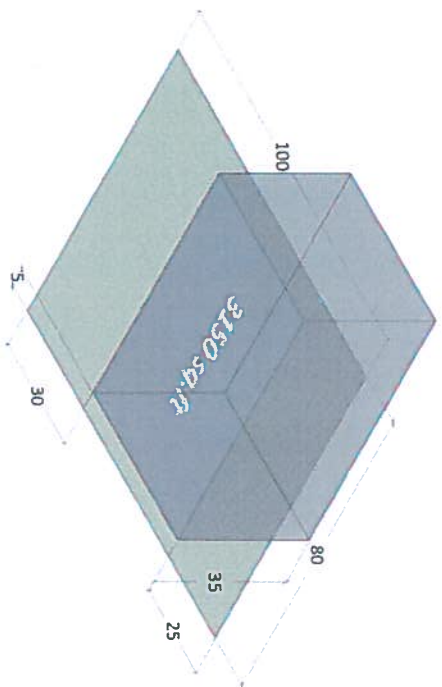
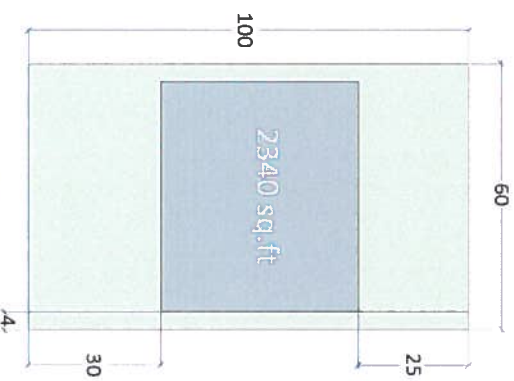
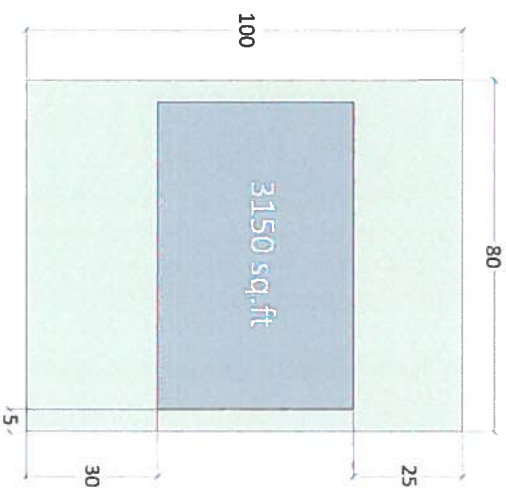
Context

-  R-1A
-  R-1B

*City of Prairie Village
Zoning Map*



Zoning Standards



Current Zoning Standards:

Height – 35' AND 2.5 stories

Lot Coverage – 30% max

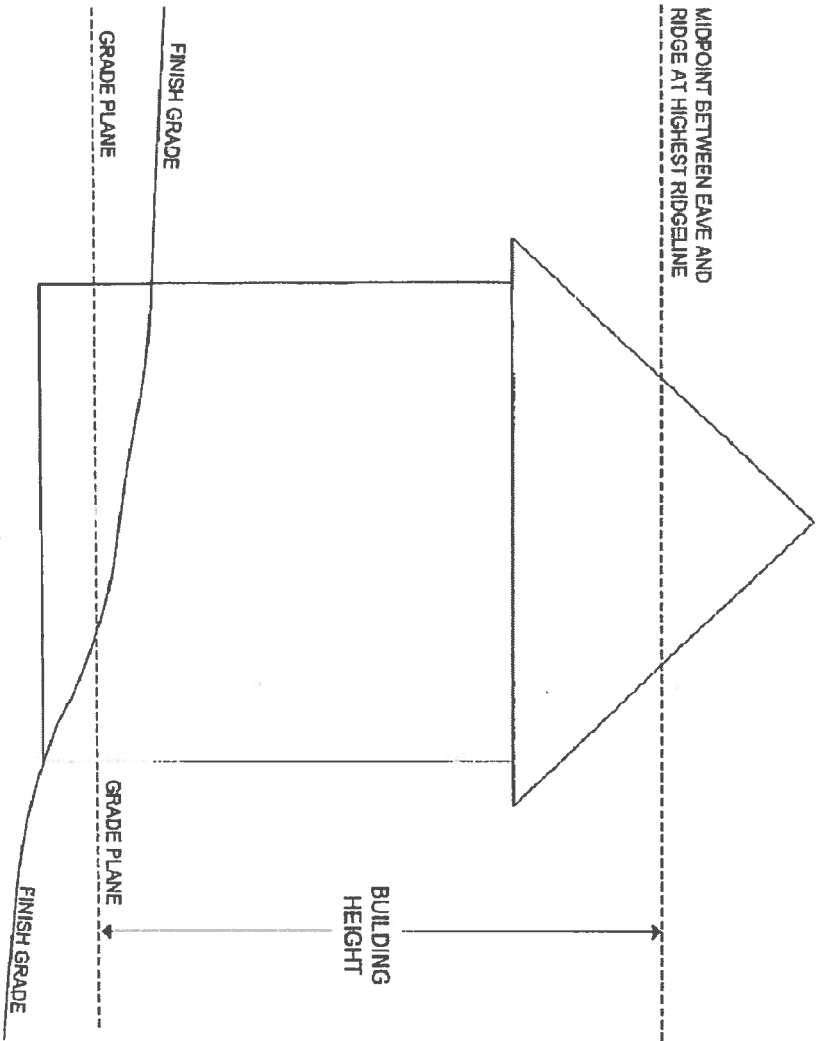
Side setbacks – 4' (R-1B); 5' (R-1A)

Front setback – 30'

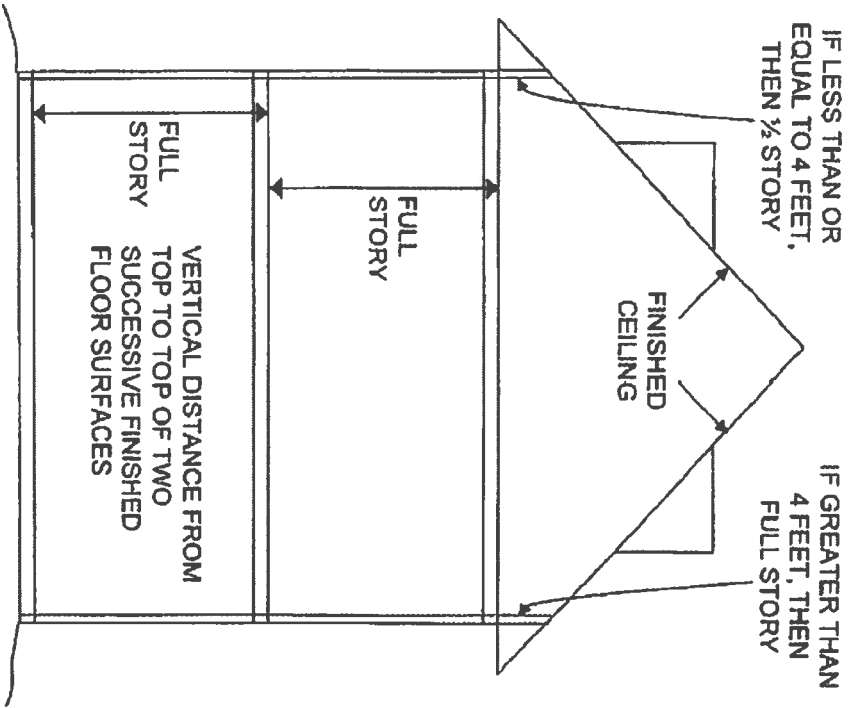
Rear setback – 25'

Lot Widths – 60' (R-1B); 80' (R-1A)

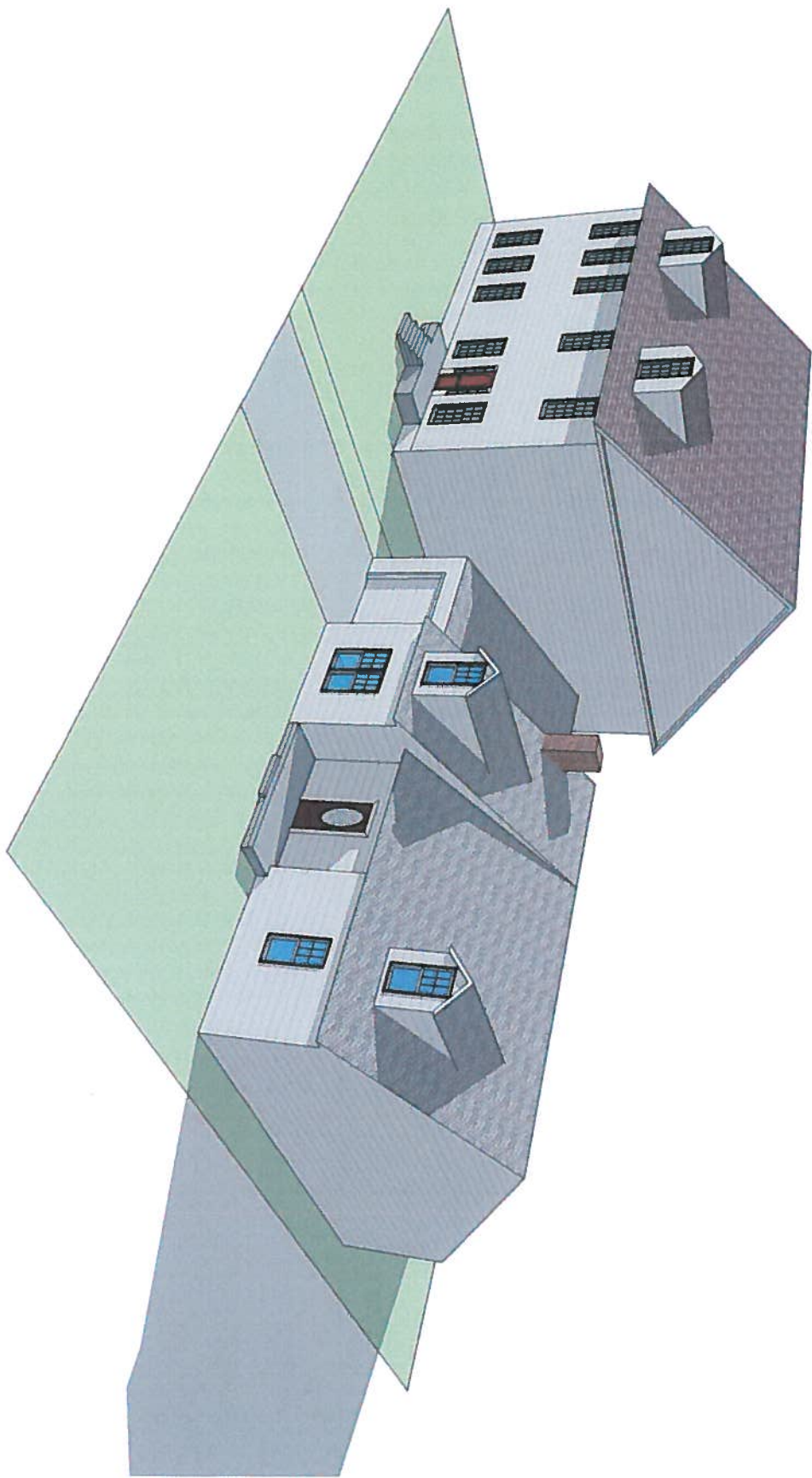
Zoning Standards



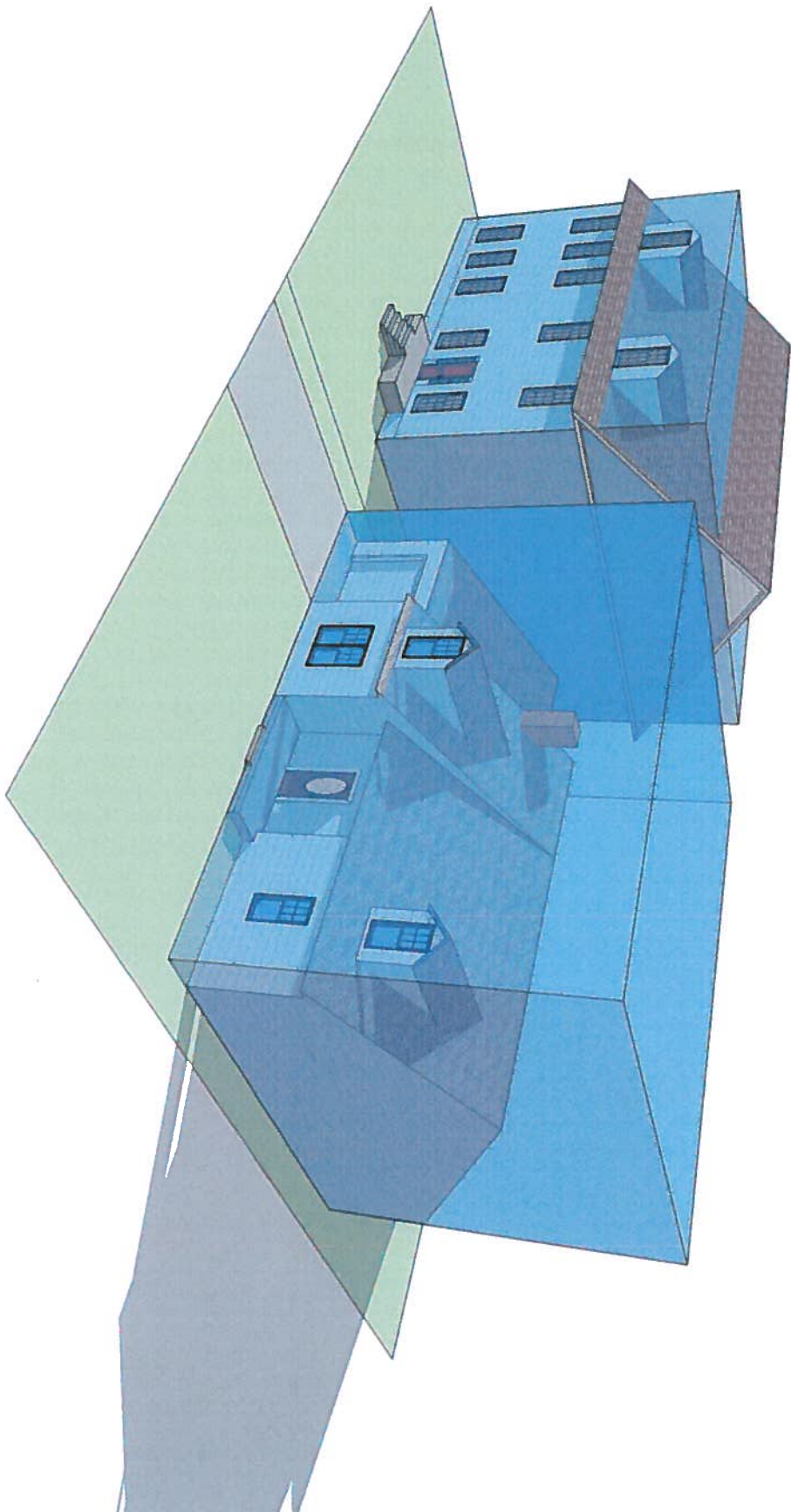
13



Zoning Standards

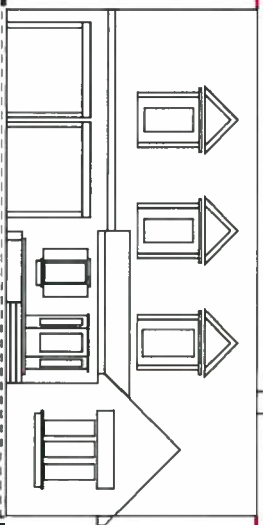
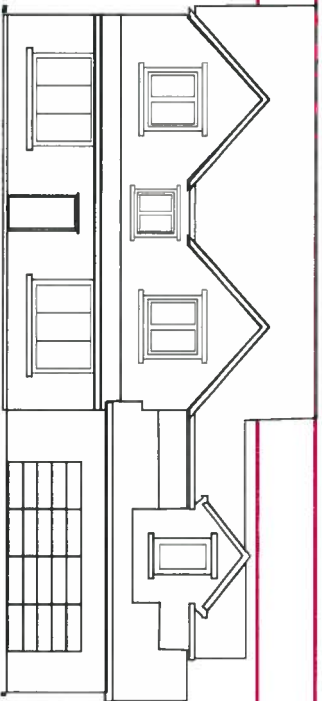
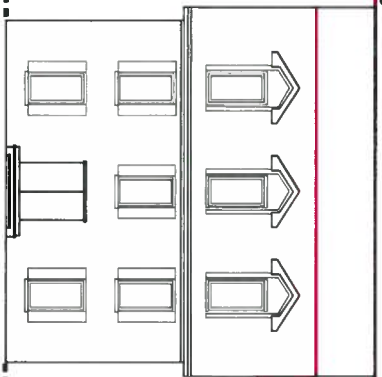


Height – Existing Zoning



Height – Proposed Zoning

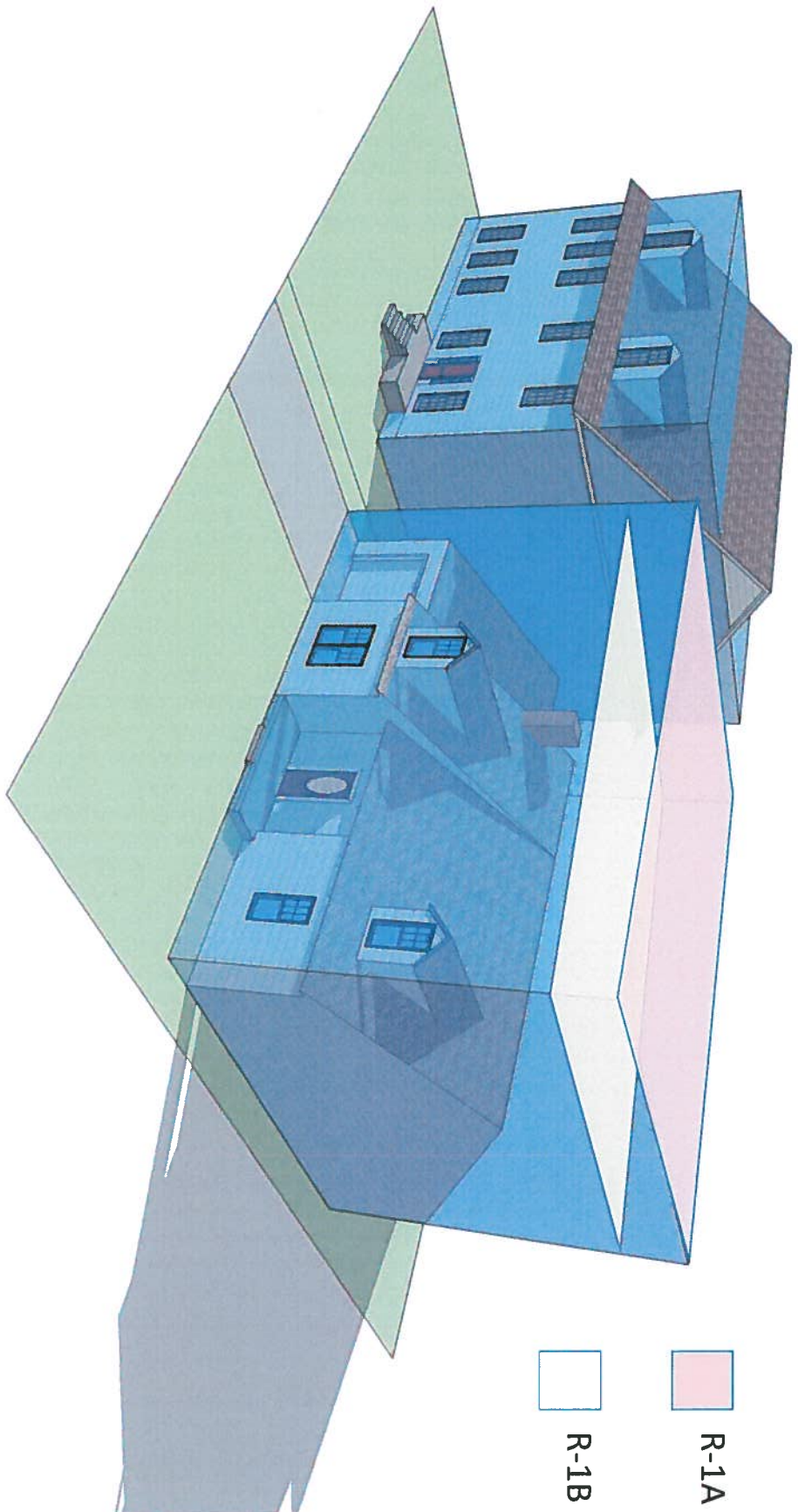
Current Zoning Allows



35' > R-1A

29' > R-1B

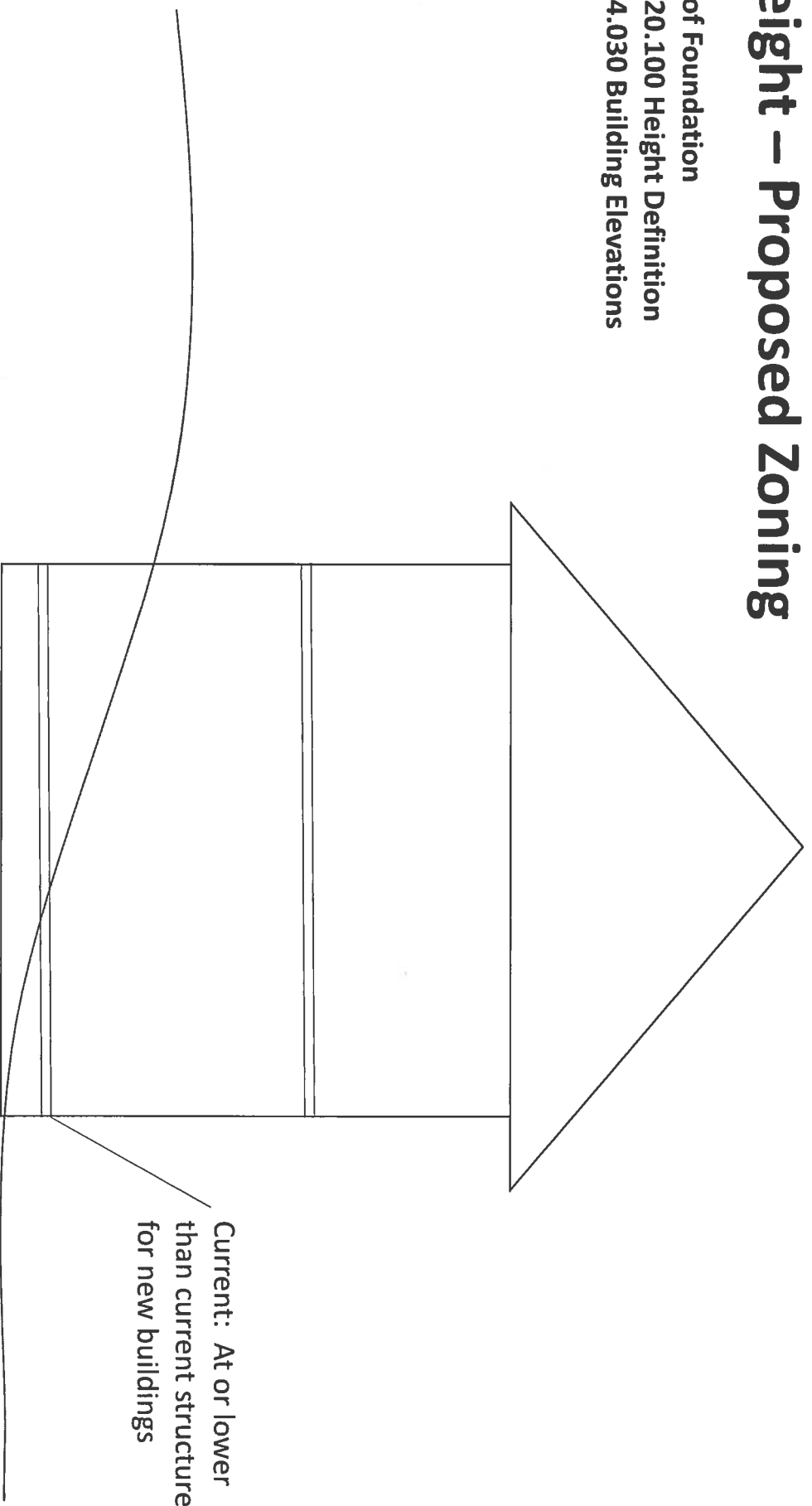
Height – Proposed Zoning



- R-1A 35'
2.5 Story
- R-1B 29'
2 Story

Height – Proposed Zoning

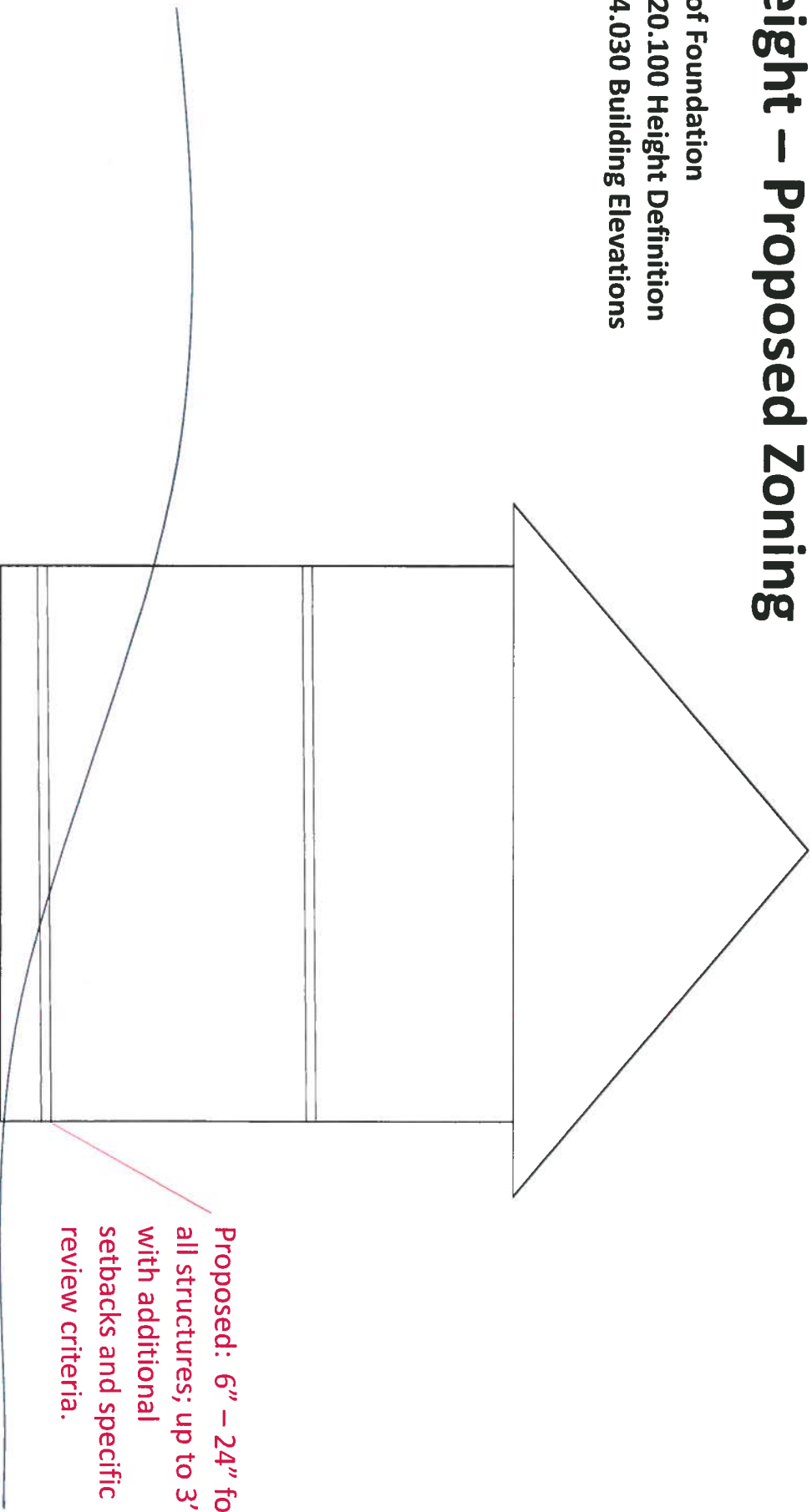
Top of Foundation
19.020.100 Height Definition
19.44.030 Building Elevations



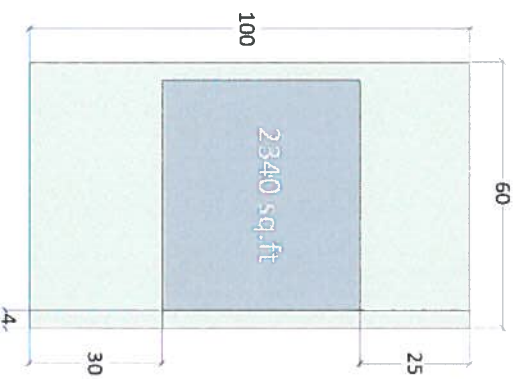
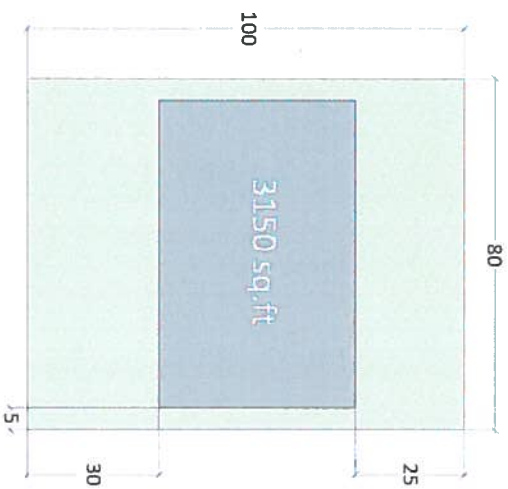
Current: At or lower than current structure for new buildings

Height – Proposed Zoning

Top of Foundation
19.020.100 Height Definition
19.44.030 Building Elevations



Setbacks – Existing Zoning



Current Standards:

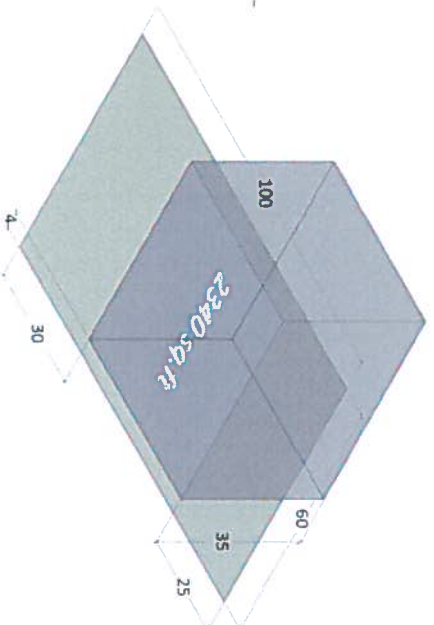
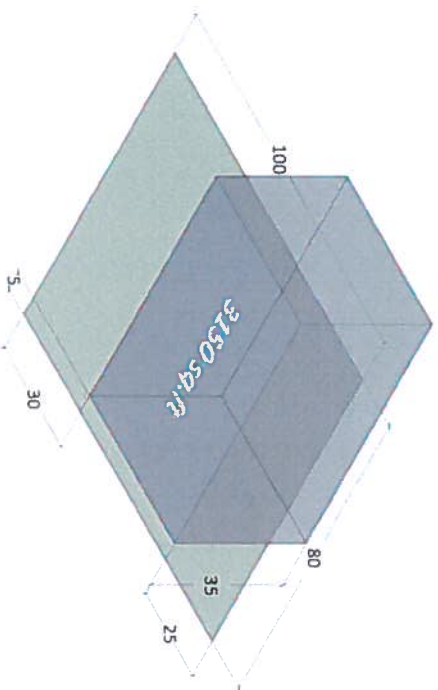
Lot Coverage – 30% max

Side setbacks – 4' (R-1B); 5' (R-1A)

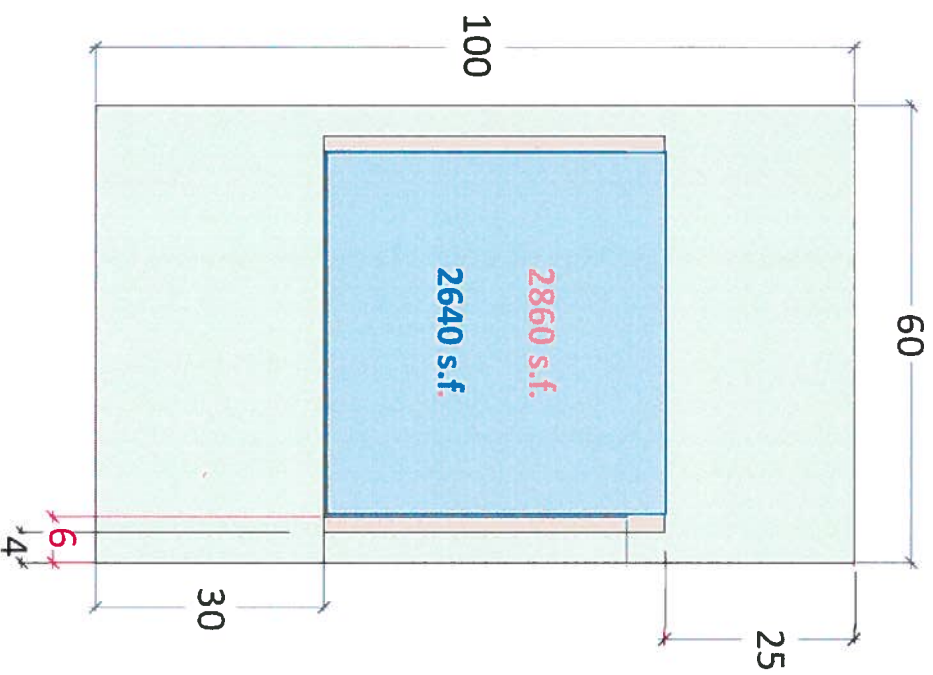
Front setback – 30'

Rear setback – 25'

Lot Widths – 60' (R-1B); 80' (R-1A)



Setbacks – Proposed Zoning



Proposed Standards:

Lot Coverage – 30% max

Side setbacks – 10% of lot width

Front setback – 30 min.

Rear setback – 25'

Lot Widths – 60' (R-1B); 80' (R-1A)

Next Steps

Planning Commission Recommendation	Tonight
Governing Body Review	June 20, 2016
Continued Discussion With Stakeholders on Massing and Design Issues	On-going

PUBLIC HEARINGS

- PC2016-04 Consideration of Revisions to the Prairie Village Zoning Regulations**
Chapter 19.02, Section 19.02.100 “Building Height”
Chapter 19.06, Section 19.06.020 “Height
Chapter 19.06, Section 19.06.030 “Side Yard - R-1a)
Chapter 19.08, Section 19.08.015 “Height - R-1b)
Chapter 19.08, Section 19.08.025 “Side Yard - R-1b)
Chapter 19.44, Section 19.44.015 “Height”
Chapter 19.44, Section 19.44.030 “Building Elevations”

Chris Brewster stated Prairie Village has been experiencing increasing amounts of investment and infill development in residential neighborhoods. Some of these projects involve tearing down older homes and replacing them with new and larger homes, raising questions and concern regarding the ability of the current zoning standards (R-1B and R-1A zoning districts) to guide new development.

The City conducted public official work sessions, stakeholder focus groups, and public open houses over the last 8 months to discuss and determine a direction on amendments to the R-1A and R-1B zoning districts. Through these discussions, consensus on some of the concepts considered was not evident and a clear direction could not be determined. However on others, there was apparent consensus.

The proposed amendments address three main areas:

1. *Height:* Reducing the overall building height by (a) altering how building height is measured; and (b) changing the maximum height in R-1B from 35 feet to 29 feet.
2. *First Floor Elevation:* Amending sections of the code that apply to the first floor elevations new residential buildings, so that a generally applicable standard for building placement based on the site and grade can apply regardless of where the elevation of the prior existing home is.
3. *Side Setbacks:* Amending the side setbacks from the existing 4 feet (R-1B) and 5 feet (R-1A), with additional building separation requirements dependent on adjacent buildings, to 10% of the lot width on each side regardless of where adjacent structures may be.

The City’s Comprehensive Plan adopted in 2007 specifically addresses this issue as follows:

- *Community Character:* Provide and attractive, friendly and safe community with a unique village identity appealing to people of all ages.
- *Housing:* Encourage neighborhoods with unique character, strong property values and quality housing options for families and individuals of a variety of ages and incomes.
- *Land Resources:* Encourage a high quality natural and man-made environment that preserves community character, creates identity and sense of place, and provides opportunities for renewal and redevelopment, including vibrant mixed-use centers.

Several specific policies and action items under these goals further identify the values of the community in this regard. Strategies identified include updating development regulations to better balance the need for new investment with maintaining the character and identity that have made Prairie Village's neighborhoods attractive and valuable. 2

Mr. Brewster noted in the land use element of the comprehensive plan associated with these goals - the Conceptual Development Framework - identifies the neighborhoods for Conservation and Improvement. This includes a majority of the City's land area which is currently zoned either R-1A or R-1B. In general the plan establishes similar policies and desired outcomes for the "Neighborhood Conservation" and "Neighborhood Improvement" areas. The key difference is the anticipated amount of reinvestment activity based on age and existing conditions in the Neighborhood Improvement areas.

Mr. Brewster stated in August of 2015, staff was directed to follow up on the comprehensive plan policies and action strategies, and begin a process to explore options to amend development standards affecting Prairie Village neighborhoods. In addressing that directive the following actions were taken:

- *September 17, 2015*, Staff Memo to the Mayor and City Council on Residential Infill Development
- *October 1, 2015*, Developer Discussion # 1 - focus group with developers on preliminary issues and analysis.
- *November 20, 2015*, Developer Discussion # 2 - focus group with developers on potential strategies
- *November 2015 - February 2016*, Drafting Committee Work Sessions - several meetings with a smaller group of Planning Commissioners, architects and developers to review and discuss drafts of potential amendments.
- *October 19, 2015 and February 1, 2016*, City Council Status Updates,
- *February 18, February 22, and March 2 2016*, Neighborhood Open Houses - open public forum to review and comment on the Discussion Draft of the proposed amendments.
- *April 4, 2016*, Council Review and Direction - [date of Wes' meeting and update]
- *April - May 2016*, Drafting Committee Work Sessions - several meetings with smaller focus group to draft proposed amendments.
- *June 7, 2016*, Planning Commission Public Hearing

The result of the analysis and the public process was the recommendation of a "two-tiered" approach to the issues regarding development and investment in Prairie Village Neighborhoods:

Tier 1 - Address basic zoning standards that are either out of scale with lots in neighborhoods, or which are creating the most difficulties through the development review process (i.e. height, side setback, and standards for first floor elevation of new residential structures).

Tier 2 - Revisit design, scale and massing issues through a broader discussion with continued involvement of stakeholders that were introduced to these issues in the public open houses.

Tier 1 amendments are the subject of the proposed amendments and were summarized by Mr. Brewster as follows:

1. Height:

Currently height on pitched roofs is measured to the mean height of a pitched roof structure. This is typically done in zoning ordinances to accommodate the different scale and mass that results from different pitches of roofs. However, in Prairie Village's context, it can result in buildings significantly out of scale with existing development. The maximum height measured from the grade to the mean of pitched roofs can be up to 35 feet, and consequently the overall height of some buildings could be significantly higher than 35 feet, possibly upwards of 42 to 45 feet. Through staff's review and analysis houses were identified that have been built to the extent of what the current zoning allows. Many homes that have caused concern in neighborhoods are well within what is allowed by current standards. The response to this situation is to change how height is measured in R-1A and R-1B so that it is measured from the top of foundation to the highest point (or "peak") of the roof structure (instead of from grade to the mean of pitched roof).

Currently the height limit in R-1A and R-1B is 35 feet. This is more than sufficient to accommodate a 2.5 story dwelling, particularly when considered in conjunction with current height measurement. The R-1B lots are the smallest residential lots, allowing lots as small as 60 feet by 100 feet, with most typically 65 feet by 120 feet. Existing homes originally built on these lots are typically 1-story, 1.5-story, or 2-story with the appearance of 1.5-story elements on the front elevations. Through staff's analysis it was determined that most new homes built, including many of the exemplary examples of recent builds, are within (or could be easily modified to be within) 29 feet from top of foundation to the high point on the roof structure. The response to this situation is to change the overall height to 29 feet in R-1B and leave the R-1A height at 35 feet with the proposed change as to how height is measured.

2. Building Elevations:

Currently new residential structures are required to be set at the same first floor elevation or lower than the original structure. This appears to be an attempt to reduce the scale of new homes in relation to the existing and adjacent homes. However, in addressing only the first floor elevation, these standards do not adequately address this issue. With the noted issues on overall building height, a new structure built at the elevation of a current home could still be substantially higher and out of scale with existing homes while meeting this standard.

Further, since many existing homes are built at grade (some "slab on grade"), which produces drainage problems, many new homes are forced into a discretionary review process for an exception. This process does not have specific criteria to guide applicants, staff or decision makers. Often the appropriate design from a building code

or drainage and site design process is forced to get an exception. This, combined with the fact that the standards and exceptions do not seem to adequately address the reason for these standards to begin with (deal with building scale), caused staff to revisit these standards. The goal was to allow all lots a reasonable foundation elevation based on the site grade and lot, and not necessarily tie it to where an existing structure's first floor elevation happens to be. Further, since the proposed draft addresses some of the overall height concerns on the upper end, a more reasonable allowance for foundation elevations based on typical building practices seems appropriate. The response to this situation is to allow all residential lots a top of foundation that is 6 inches to 24 inches above grade along the front façade, and to improve the current exception process for greater elevations with more specific criteria.

3. Side Setbacks:

The relationship and the scale and mass of structures adjacent to each other have been a big part of this discussion. The current side setbacks - 4 feet (R-1B) and 5 feet (R-1A) can allow structures in close proximity. Therefore the current standards also have a minimum separation requirement from existing structures (12 feet in R-1B and 14 feet in R-1A). Since this pins a standard to what a neighbor may or may not do, and is subject to change as different property owners build at different times, these types of standards can become difficult to administer. Standards roughly similar to the current standards and keyed to the lot and not a neighbors building were explored. The response to this situation is to set the setback at 10% of the lot width resulting in a setback for a minimum size R-1B lot of 6 feet on each side (10% of the required 60 foot lot width) and a setback for a minimum size R-1A lot of 8 feet on each side (10% of the required 80 foot lot width). This would result in approximately the same scale, massing and dimensions of the current building separation standards (12 feet and 14 feet, respectively) if each lot were built to the extent of the setback, yet it can be applied independent of any review or analysis of what a neighboring property owner may have done. Further, the setback would scale to the size of the lot, requiring a slightly greater setback the wider the lot is.

Direction from the Council is to continue to work with stakeholders on potential solutions to the "Second Tier" issues. These discussions will involve continued work on more detailed building scale and mass standards, discussion of other elements of site or building design that impact the "neighborhood character" identified in Village Vision, and analysis of new potential strategies brought up in the public forum including basic material standards and "four-sided" architecture requirements.

Gregory Wolf asked if a two story home could be constructed under the proposed 29' height restrictions. Mr. Brewster replied based on their analysis it could be done. Wes Jordan distributed a map for the Commission's review identifying new homes constructed in 2015 and reflecting their roof height. The average height was 28.6' with only three homes built that would not be in compliance with the new height regulation.

Jeffrey Valentino confirmed the new setback regulations would remove the location of the first home constructed impacting the setback for the neighbor's home. Jonathan

Excerpt of Draft Planning Commission Minutes of June 7, 2016

Birkel asked how windows would be handled. Mitch Dringman replied that windows and bays could project within the setback area.

5

Gregory Wolf confirmed the new setback regulations would be based on a percentage of the width of the lot and not be a set number. Mr. Brewster noted that many of the homes association deed restrictions in the city already establish setback as a percentage of width.

Jeffrey Valentino asked how the 12' separation was determined. Mr. Brewster replied there is no magic number or universal residential standard. One of the considerations was having a width great enough to allow equipment to get into a rear yard if necessary. The 12 feet is consistent with other 1st tier suburbs.

Melissa Brown asked if there were any provision regarding roof appurtenances allowed. Mr. Brewster replied that the current code 19.44.015C would remain allowing for these items. Mrs. Brown asked if there was a size restriction. Mr. Brewster replied the items are not to be occupy able space.

Jonathan Birkel asked what exceptions are allowed outside the setback. Mr. Brewster stated Section 19.44.020C from the current code would remain allowing for projecting windows, eaves, cornices, pilasters, trellises etc. to project into required yard setbacks.

Nancy Wallerstein asked how many of the current rebuilds would not be in compliance with the proposed code. Wes Jordan stated staff conducted an analysis of 2015 rebuilds to attempt to get balanced restrictions. He noted that the proposed code allows for the Building Official to grant minor variances to height. Of the 25 homes built last year only three would not comply with the proposed code.

Wes Jordan noted side yard setback is one of the biggest complaints received by the City from neighbors trespassing on and damaging neighboring property while constructing or working on adjacent residences. He stated that the Building Official spent significant time dealing with this problem over the Memorial Day weekend.

There has been significant discussion on these items to get a good balance to address issues and concerns that have been raised. The city has received several letters from members of the Prairie Village Homes Association in support of the proposed regulations.

Chairman Nancy Wallerstein opened the public hearing requesting those speaking limit their comments to five minutes.

Dennis O'Rourke, 5007 West 63rd Terrace, expressed concern with the potential impact the proposed regulations would have on residential home values. He views the changes taking place throughout Prairie Village as strengthening property values. He noted his difficulty in finding a home in Prairie Village that would accommodate his growing family's needs. He feels trying to maintain a village of Cape Cods is forcing families to move out. There needs to be more flexibility on smaller lots to allow for long

Excerpt of Draft Planning Commission Minutes of June 7, 2016

term sustainability of housing stock. He asked the Commission to reconsider the 29' height restriction for the R-lb District. The city needs to look 20 to 30 years ahead to maintain a sustainable housing stock. He would like to have homes be able to have the desired 10' ceiling height and this can't be done with the proposed height. Mr. O'Rourke feels 33 to 35' height is fair and would like to see at least a minimum of 30 feet.

6

Andrea Ernst, 6828 El Monte, supported the proposed regulations and desires to maintain the character created by J.C. Nichols in developing Prairie Village. She noted some of the new homes constructed recently look like they belong further south. She does not want to see Prairie Village become another Olathe. She recognizes the changing demographics in the city and supports redevelopment but feels that the character of the community needs to be maintained.

Bruce Wendlandt, 4400 West 71st Street, stated the biggest challenge is addressing the density in R-lb. He was on the committee working on the proposed regulations and was hoping for a 30' height restriction. He wants to see the city re-green and redevelop. Mr. Wendlandt shared different scenarios addressing his concerns with density in R-lb. He feels the goal is to strike a good livable balance with continuity in fabric.

Bill Copeland, 5200 West 81st Street, stated he felt the proposed regulations are reasonable. He does not want to see the growth and increased property values caused by the teardown/rebuilds go to waste.

Annie Ireland, 4905 West 70th Street, moved from Leawood and likes the character and flavor of Prairie Village neighborhoods. She supports the proposed revisions and noted that in building bigger to get more light, the homes are denying light to the adjacent properties. She urged the Commission to approve the proposed regulations.

Allen Gregory, 3906 West 69th Street, stated that he is currently rebuilding a tear down in order to meet the needs of his family. He views the issue from the viewpoint of increasing property values and believes everyone benefits from increased building that is occurring. He stated that most surrounding communities have 35 feet for their building height regulation with Fairway having 31 feet. He noted that the city of Leawood allows smaller lots to have a 40' building height to allow them to accommodate housing needs. He feels the tighter restrictions will result in cheapened construction and he does not want to see market values decrease. Mr. Gregory stated 35' is the standard height regulation in the metropolitan area regardless of lot size.

Pat Roberts, 3912 West 68th Street, a 40 year resident does not want to stop change, but feels the issue is maintaining an appropriate ratio.

Lissa Haag, 6817 El Monte, stated that she and others in the Prairie Village Homes Association recently went door to door to get resident feedback on the proposed revisions. The majority of the residents they spoke with supported having some limitations put in place. She feels that the proposed 29' height is actually very tall compared to some of the existing homes in Prairie Village. Ms. Haag noted that families are moving into Prairie Village and there is a lot than can be done to homes within the

Excerpt of Draft Planning Commission Minutes of June 7, 2016

proposed regulations to continue that trend. She encouraged the Commission to listen to the ordinary residents as well as the architects speaking this evening.

7

Steve Johnson, 3915 West 73rd Street, expressed appreciation to the Commission and the City as a resident since 1979. He stressed the need to strike a balance that will give families the features they need and desire while maintaining the character of Prairie Village neighborhoods.

Wes Jordan noted that recently a Prairie Village Homes Association had their covenants challenged that restricted homes to one and a half story and lost. Countryside East Homes Association has created an overlay district to provide greater control over redevelopment in their area. Prairie Village Homes Association was seeking to do the same but it became clear that more than an overlay was needed to address this issue. Mr. Jordan noted the PV Homes Association had previously proposed a 27' height restriction.

Mr. Jordan noted that more restrictive covenants and deed restrictions supersede the city's zoning regulations. He added it is very difficult and in some cases impossible to change covenants as they require 100% support and that it not possible. The Prairie Village Homes Association Board recently sent notification that the Association supported the proposed amendments.

The Public Hearing was closed at 8:17 p.m.

Mr. Birkel asked for clarification of Mr. Wendlandt's comments related to density.

Mr. Wolf asked for confirmation if smaller lots in Leawood allowed 40' height for homes; staff was not aware of this provision in Leawood's code and had not researched that issue.

Mrs. Brown expressed concern with the 29' wall section provided by Mr. Wendlandt and the challenges it would provide for windows. Mr. Brewster responded that the regulations address outside massing. Mr. Valentino questioned the ability to construction a standard two story home with a 29' height restriction. Noting the analysis done with most homes being 29 feet plus inches, suggested that the height be set at 30 feet. He noted he likes that the new houses being constructed in his neighborhood are different.

Mr. Wolf was concerned with the 29' height restriction was too restrictive causing Prairie Village residents to move south and feels that 30' makes sense with the ability to request a variance to allow for any higher construction.

Patrick Lenahan asked if heights of existing homes were reviewed by staff in making their recommendation. Mr. Brewster replied staff did not systemically measure specific homes, but did compare the relative scale of typical homes noting that one story elements had eave lines approximately between 8' and 1' and ridge lines between 15 feet and 18 feet; one and one-half story elements had ridge lines between

approximately 15 feet and 22 feet. Two-story elements have eave lines between approximately 15 feet and 20 feet and ridge lines between 22 feet and 29 feet. Mr. Lenahan replied the crux of the residential complaints is based on how much taller the new construction is than what currently exists in the neighborhood. He noted his home is 22' in height and a 35' home would certainly tower over that and many of the existing ranches are 15 feet in height.

He is comfortable with the 30' noting only one home constructed in 2015 in R-1b exceeded that height or leave it at 29 feet.

Wes Jordan stressed that under the proposed regulations the Building Official can accept up to a 3% tolerance from the height. This would allow for up to 10.5" additional inches and could result in an actual height of almost 30'. If the Commission increases the height to 30', he recommends the ability to grant a variance be removed.

Jonathan Birkel agreed that with the variance the height is almost at 30'. He noted that missing from consideration with the proposed changes are limitations on the massing portion and scale that will be discussed later. Character is very important, not just height. He feels that a lot of value can be added and still be within scale. Regarding the side setbacks, he feels that they should be at least 5 feet.

Jeffrey Valentino stated he would support the 29' height with the allowed 3% tolerance granted by the Building Official, knowing that beyond that they can seek a variance. Mr. Brewster noted in Phase II an appeal process will be established for design. He does not want to address changes through the established variance process which requires legal criteria to be met.

Melissa Brown confirmed that the submitted plans for approval for a building permit must be drawn with a maximum 29' height and that the 3% allowance is for field conditions or construction practices.

Nancy Wallerstein stated that she preferred a set height limitation. She is hearing between 29 and 30 feet from the commission. She would like a clear maximum.

Chris Brewster reviewed the new definition of height which addresses both how it is measured (from the finished grade) and the 3% tolerance.

Nancy Wallerstein was concerned that the waiver/tolerance allowed builders to exceed the code. Gregory Wolf asked if the tolerance should be reduced from 3% to 2%. Mr. Birkel noted the idea to allow actual construction to be up to 30 feet while ensuring that it does not exceed 30 feet. Mr. Wolf asked if the building was 12" too tall, what the city would do. Would it be required to meet code? Mr. Birkel asked when the height is measured. Mr. Dringman replied it would be measured at rough-in. Mr. Wolf stated that a tolerance of 10.5" seems like a lot to him and he wants to be sure that it will be enforced. Mr. Valentino stated that by making it flexible, it is more likely to be enforced. Mr. Dringman noted that with height measurement taking place at rough-in there is still time to make necessary changes.

Jeffrey Valentino asked how the new side yard setbacks affected odd lots and corner lots. Mr. Jordan replied that the measurement of width would be taken at the front building line. Chris Brewster noted the exceptions granted in the existing code would remain and read them to the Commission. Mr. Lenahan stated that his was more of an issue with pie shaped lots and noted that most commercial zoning has set numbers for setbacks rather than percentages. Mr. Brewster replied the setback measurement is taken at the building line and follows through the lot line on all sides.

Gregory Wolf moved the Planning Commission recommend the Governing Body adopt the proposed revisions for Chapter 19.02, Section 19.02.100 entitled "Building Height". The motion was seconded by Jonathan Birkel and passed by a vote of 4 to 2 with Melissa Brown and Nancy Wallerstein voting in opposition.

Patrick Lenahan moved the Planning Commission recommend the Governing Body adopt the proposed revisions for Chapter 19.06, Section 19.06.020 entitled "Height" (R-1a). The motion was seconded by Melissa Brown and passed by a vote of 6 to 0.

Patrick Lenahan moved the Planning Commission recommend the Governing Body adopt the proposed revisions for Chapter 19.06 Section 19.06.030 entitled "Side Yard" (R-1a). The motion was seconded by Gregory Wolf and passed by a vote of 5 to 1 with Jeffrey Valentino voting in opposition.

Patrick Lenahan moved the Planning Commission recommend the Governing Body adopt the proposed revisions for Chapter 19.08, Section 19.08.015 entitled "Height" (R-1b). The motion was seconded by Jeffrey Valentino and passed by a vote of 6 to 0.

Melissa Brown moved the Planning Commission recommend the Governing Body adopt the proposed revisions for Chapter 19.08, Section 19.08.025 entitled "Side Yard" (R-1b). The motion was seconded by Gregory Wolf and passed by a vote of 5 to 1 with Jeffrey Valentino voting in opposition.

Gregory Wolf moved the Planning Commission recommend the Governing Body adopt the proposed revisions for Chapter 19.44, Section 19.44.030 entitled "Building Elevations". The motion was seconded by Melissa Brown and passed by a vote of 6 to 0.

Gregory Wolf moved the Planning Commission recommend the Governing Body adopt the proposed revisions for Chapter 19.44, Section 19.44.015 entitled "Height". The motion was seconded by Patrick Lenahan and passed by a vote of 6 to 0.

Jonathan Birkel asked what the timeline was for Phase II discussions. Mr. Jordan replied that if the proposed revisions are approved by the City Council on June 20th staff will make sure the Council still wants to proceed with Phase II as a priority. If so, he would anticipate those discussion would begin very quickly.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE PRAIRIE VILLAGE KANSAS ZONING ORDINANCE BY AMENDING CHAPTER 19.02, ENTITLED "DEFINITIONS," BY AMENDING SECTION 19.02.100 "BUILDING HEIGHT"; AMENDING CHAPTER 19.06, ENTITLED "DISTRICT R-1A SINGLE FAMILY RESIDENTIAL DISTRICT," BY AMENDING SECTIONS 19.06.020 "HEIGHT R-1A" AND 19.06.030 "SIDE YARD (R-1A)"; AMENDING CHAPTER 19.08, ENTITLED "DISTRICT R-1B SINGLE FAMILY RESIDENTIAL DISTRICT," BY AMENDING SECTIONS 19.08.015 "HEIGHT (R-1B)" AND 19.08.025 "SIDE YARD (R-1B)"; AND AMENDING CHAPTER 19.44, ENTITLED "HEIGHT AND AREA EXCEPTIONS," BY AMENDING SECTIONS 19.44.015 "HEIGHT" AND 19.44.030 "BUILDING ELEVATIONS".

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

Section I.

Chapter 19.02 of the Prairie Village Municipal Code, entitled "Definitions" is hereby amended by deleting the diagram titled "How to determine 'Building Height' Per 2006 IBC" and amending Section 19.02.100 "Building Height" to read as follows:

19.02.100 Building Height

"The vertical distance from finished grade to the average height of the highest roof surface, except where more specifically described otherwise in these regulations." In interpreting allowed height, the Building Official may accept up to a 3% tolerance from the height on any approved site plan or building elevation to account for field conditions or normal construction practices."

Section II.

Chapter 19.06 of the Prairie Village Municipal Code, entitled "District R-1A Single Family Residential District," is hereby amended by amending Sections 19.06.020 "Height (R-1A)" and 19.06.030 "Side Yard (R-1A)" to read as follows:

19.06.020 Height (R-1A)

No building or structure shall exceed thirty-five (35) feet in height, measured from the top of foundation to the highest point of the roof structure; nor shall any building or structure contain more than two and one half stories as set out in Section 19.02.435.

19.06.030 Side Yard (R-1A)

- A. A side yard shall be provided on each side of the lot. Such side yard on interior lots shall not be less than 10% of the lot width on each side.
- B. Side yards on the street side of corner lots shall be not less than fifteen (15) feet or not less than one half of the depth of the front yard on any adjacent lot which faces on the same street, whichever provides the greater setback.

Section III.

Chapter 19.08 of the Prairie Village Municipal Code, entitled "District R-1B Single Family Residential District" is hereby amended by amending Sections 19.08.015 "Height (R-1B)" and 19.08.025 "Side Yard (R-1B)" to read as follows:

19.08.015 Height (R-1B)

No building or structure shall exceed twenty-nine (29) feet in height measured from the top of foundation to the highest point of the roof structure; nor shall any building or structure contain more than two stories as set out in Section 19.02.435.

19.08.025 Side Yard (R-1B)

- A. A side yard shall be provided on each side of the lot. Such side yard on interior lots shall not be less than 10% of the lot width on each side.
- B. Side yards on the street side of corner lots shall be not less than fifteen (15) feet or not less than one half of the depth of the front yard on any adjacent lot which faces on the same street, whichever provides the greater setback.

Section IV.

Chapter 19.44 of the Prairie Village Municipal Code, entitled "Height and Area Exceptions" is hereby amended by amending Sections 19.44.015 "Height" and 19.44.030 "Building Elevations" to read as follows:

19.44.015 Height

- A. Subject to approval of a special use permit, public or semipublic buildings, such as hospitals, hotels, churches, sanitariums or schools, either public or private, where permitted, may be erected to a height not exceeding seventy-five (75) feet; provided that such buildings shall have yards which shall be increased one (1)

foot on all sides for each additional foot that such buildings exceed the specified height limit as established by the regulations of the district in which such buildings are situated.

- B. Parapet wall and false mansards shall not exceed more than six (6) feet above the height limit. Flagpoles, chimneys, cooling towers, elevator bulkheads, penthouses, finials, radio towers, ornamental towers, monuments, cupolas, domes, spires, and necessary mechanical appurtenances shall not exceed a height of seventy-five (75) feet or the maximum height allowed by a special use or conditional use permit.

19.44.030 Building Elevations

- A. New residential structures shall establish the top of foundation between six (6) inches and twenty-four (24) inches above the finished grade along the front façade. The top of foundation measurement shall be limited to six (6) inches above the highest point of the finished grade in situations where there is significant grade changes along the front façade (i.e. slope or hill) that results in more than twenty-four (24) inches of foundation exposure at any point.
- B. New residential structures or additions may raise the top of foundation an additional six (6) inches for every additional five feet over the minimum side yard setback that the building sets back from both side property lines up to thirty-six (36) inches above the finished grade along the front facade.
- C. New residential structures or additions not meeting paragraphs A or B above shall be submitted to the Planning Commission for review. The Planning Commissions may grant an exception based on the following criteria:
 - 1. The design of the building elevations, and specifically any design details that reduce the scale and massing of the building compared to what could otherwise be built under the zoning standards.
 - 2. The relationship of the proposed dwelling to existing structures, and whether their grading, elevation and design is appropriate for the context.
 - 3. Any special considerations of the lot with respect to the existing grades, proposed appropriate grades and the drainage patterns in relation to adjacent properties and the proposed structure.

Section V. Repeal of Prior Ordinances.

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

Section VI. Effective Date

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

PASSED AND APPROVED THIS _____ day of _____, 2016

Laura Wassmer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy
City Clerk

Catherine P. Logan
City Attorney

MAYOR'S ANNOUNCEMENTS

Monday, June 20, 2016

Committee meetings scheduled for the next two weeks:

VillageFest Committee	06/23/2016	5:30 p.m.
Council Committee of the Whole	07/05/2016	6:00 p.m.
City Council (Tuesday)	07/05/2016	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present the works of Jean Cook, Luke Severson and Sara Nguyen in the R.G. Endres Gallery in the R. G. Endres Gallery during the month of June.

Plan to attend the Ground Breaking ceremonies for Mission Chateau on Wednesday, June 22nd at 8:30 a.m.

July 4th free swim for all Prairie Village residents at the pool.

Plan to attend the 20th annual VillageFest celebration. The committee would welcome additional volunteers. Contact Meghan if you can help out.

City offices will be closed on Monday, July 4th. Trash services will be delayed one day that week as Waste Management also observes the Monday holiday.

INFORMATIONAL ITEMS
June 20, 2016

1. Council Committee of the Whole Minutes - June 6, 2016
2. Planning Commission Minutes - May 3, 2016
3. Board of Zoning Appeals Minutes - March 1, 2016
4. JazzFest Committee Minutes - May 11, 2016
5. Mark Your Calendar

COUNCIL COMMITTEE OF THE WHOLE
June 6, 2016

The Council Committee of the Whole met on Monday, June 6, 2016 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Ted Odell with the following members present: Jori Nelson, Serena Schermoly, Steve Noll, Eric Mikkelson, Andrew Wang, Sheila Myers, Brooke Morehead, 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; Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk.

COU2016-37 Consider approval of Memorandum of Understanding with Johnson County and other Northeast cities for the Mental Health Co-Responder Program

Chief Tim Schwartzkopf stated the proposed Mental Health Co-Responder program provides intervention for residents having a mental health and/or substance abuse crisis. This program is currently underway in the cities of Overland Park, Olathe and scheduled for implementation in Lenexa and Shawnee. This program was highlighted in the 2016 State of the County address as a way to better serve this segment of the population.

Cost sharing for each City is based on population data with Prairie Village representing 24% of the population covered. The first year cost for Prairie Village is \$22,054.73 which will be funded at 80% with Special Alcohol Fund and 20% through the Police Department operating budget. Chief Schwartzkopf noted it is anticipated that the program will start in the fourth quarter of 2016 at a pro-rated rate with full funding in 2017. The Memorandum of Understanding has been reviewed and approved by the City Attorney. This agreement will be going forward in all cities during June.

Mayor Wassmer confirmed that the city is still the first responder receiving the initial call. Chief Schwartzkopf noted that the co-responder will have a police radio and if available will respond to the call, but the police will receive the initial call.

Serena Schermoly asked how overtime would be handled. Chief replied that the objective is to limit overtime with the use of flextime. The co-responder will work a Monday thru Friday week but will probably work a modified day schedule based on call load, perhaps noon to eight.

Eric Mikkelson made the following motion, which was seconded by Brooke Morehead and passed unanimously:

**MOVE THE CITY COUNCIL APPROVE THE MEMORANDUM
OF UNDERSTANDING BETWEEN JOHNSON COUNTY AND
THE CITIES OF LEAWOOD, PRAIRIE VILLAGE, MERRIAM,**

**ROELAND PARK, FAIRWAY, WESTWOOD, WESTWOOD HILLS
AND MISSION WOODS.**

**COUNCIL ACTION TAKEN
06/06/2016**

Presentation of 2017 Operating Budget Update

Finance Director Lisa Santa Maria reviewed the following changes to the Public Safety Department budget presented at the May 16th meeting:

- Fuel: lowered to \$3 per gallon from \$3.25 per gallon.
- Police Pension Contribution: increased from \$475,000 to \$550,000. This is a 22% increase (\$100,000) over the 2016 budget.
- Personal Services:
 - Removed 2 positions from Police Department (vacant positions)
 - Increased Police Pension to \$550,000 from \$475,000
 - Added single coverage (health & dental) to positions with no coverage.
 - Updated Public Works and Codes to reflect new hires.
- Crossing Guards: added an additional \$4,000 to Police Community Services - Securitas not renewing their contract in 2017.
- Police Department budget decreased \$50,585 as a result of these changes.
- Overall General Fund budget went from 3% to 2.84% over the 2016 budget.

Quinn Bennion noted that the changes to the Police Pension Plan and budget will be discussed in more detail at the next meeting. Steve Noll explained that some of the issues faced by the plan are that this is a defined benefit plan with individuals living longer increasing pensions and the estimated rate of return projected on the invested funds has been overly optimistic.

Chief Schwartzkopf noted that the department recently learned that Securitas would not be renewing their contract. Staff has contacted another agency that had submitted a bid and would be using them to provide crossing guard services in 2017.

2017 Operating Budget

Finance Director Lisa Santa Maria stated the proposed 2017 budget as presented is balanced at the same mill levy rate of 19.500 and maintains the same offering of services with an added full-time Building Inspector position to the Codes Department. The 2017 budget reflects a nominal overall increase of 2.84%. The Stormwater Utility fee remains at the current rate of \$0.04 per square foot of impervious area.

The 2017 budget has been prepared to maintain high quality services and programs, maintain quality streets, parks and infrastructure while continuing the city's strong financial condition and AAA bond rating. The budget reflects an emphasis on the use of an Equipment Reserve Fund for non-routine equipment purchases. The General Fund ending fund balance will be 25% of revenues excluding transfers. Staff continues to tighten the actual budget ratio by reducing budget (96% estimated) with more reliance on contingency for unexpected expenditures.

Mrs. Santa Maria reviewed the preliminary 2017 budget at a glance and a chart of the Johnson County cities 2015 mill levies and assessed valuation. She noted a one mill increase for the city would represent additional revenue of \$306,000.

The General Fund budget is reflected in the following four expenditure categories:

- Personal Services - wages and benefits
- Contract Services - contracts for auxiliary services
- Commodities - used to purchase goods
- Capital Outlay - used to acquire assets or improve the useful life of existing assets

The 2017 budget contains the following Restricted Funds:

- Economic Development Fund
- Solid Waste Fund
- Stormwater Utility Fund
- Alcohol Tax Fund
- Community Improvement District Fund
- TIF Funds

In addition to the General Fund the city also maintains two other unrestricted funds:

- Risk Management Reserve Fund
- Equipment Reserve Fund
- General Fund - fund balance that exceeds 25% of the budget revenue will be used to increase the transfer to the Capital Infrastructure Program.

Mrs. Santa Maria noted that the CAFR combines the unrestricted funds in their reporting.

Presentation of the Administration 2016 Operating Budget

Finance Director Lisa Santa Maria presented the proposed 2016 Administration operating budget, including personnel costs, of \$1,856,309 for an overall 2.5% increase (\$45,614).

Mayor & Council - Decrease of 35%; \$61,385

The major change in this program area is the removal of budget for election costs of \$63,000. Items included in this area are training, conferences, Shawnee Mission Educational Fund, meals, Holiday Event and MARC, NLC, LKM, NEJC Chamber dues.

Management & Planning - Increase of 4.5%; \$21,752

Staffing covered in this program area are the City Administrator; part of the Assistant City Administrator (.3) and one Administrative Support Staff. Personal Service increased \$19,449. This area also includes newsletter costs, planning services, training, dues and employee events.

Legal Services - Decrease of 13%; \$30,000

This budget area reflects costs for services provided at an hourly rate and is reflective of expenses over the past years. Services are difficult to predict as history demonstrates.

Expenditures from the past five years were presented to demonstrate both the increases and the wide variation from year to year.

- 2012 actual - \$225,682
- 2013 actual - \$249,735
- 2014 actual - \$420,562
- 2015 actual - \$188,412
- 2016 budget - \$230,000
- 2017 preliminary budget - \$200,000

Finance - Increase of 5.3%; \$14,894

Mrs. Santa Maria noted this increase reflects an increase of \$4,000 in the credit card processing fees for the pool and personal services increase for 2 employees. The 2017 budget includes going out to bid for both banking services and audit services.

City Clerk - Increase of 9.8%; \$29,347

Personal Services increased \$26,352, including \$5,500 for temporary employees and the four positions in this program.

Brooke Morehead asked what the impact would be if the city discontinued animal licensing. Mr. Bennion noted this has been discussed at the staff level. The primary reason for licensing is health and safety ensuring that all animals are vaccinated for rabies. He does not believe that this continues to be a serious health issue in suburban areas.

Jori Nelson asked about locating lost pets. Chief Schwartzkopf replied the license tags as well as animal chips are used to identify unknown pets. Ted Odell stressed the need to be careful before eliminating this to consider all the potential implications that could result from the action. Ms. Nelson suggested that this be considered in conjunction with the review of the animal ordinances.

Information Technology - Increase of 25%; \$51,613

- Budget for IT Support contract increased from \$75,000 to \$110,000
- Replacement of 33 computers
- Annual software agreements increased \$12,333 for Finance, Court and Public Works software

Staff desires additional timely support specific to the city's needs. Wes Jordan noted the delivery of services under the current Johnson County IT agreement has not been what was anticipated. Amy Hunt, Human Resources Manager, also oversees IT services and relayed some of the issues that have been experienced. She noted that staff has had several discussion with Johnson County IT regarding customer service. She reported that it took a full day today for their service representative to install a single computer station. They are not responsive to telephone calls making it difficult to coordinate communication between them and software vendors to address problems. All work orders are submitted by e-mail and then you wait for them to respond. Mr. Jordan reported that currently 60% of Mrs. Hunt's time is spent on IT issues.

Mayor Wassmer asked if with the increased budget staff was looking for a new provider. Mr. Jordan responded not necessarily; however, looking for options to better address our needs such as an IT coordinator, an IT person on-site, etc.

Eric Mikkelson stated that he was disappointed noting the substantial financial investment that was made initially by the city in making this move based on a potential long-term relationship. Mr. Jordan replied the additional funding would allow staff to explore options to improve the service level and provide timely service for the multiple software used by the city. Eric Mikkelson asked if there was language in the agreement that contained performance levels in the contract that are not being fulfilled. Mr. Jordan responded there are not and that may need to be addressed in the future. Mr. Bennion noted the issues with Johnson County have been related simply to support and noted the advantages that have been gained through this relationship.

Human Resources - Increase of 5.9%; \$10,635

This program area includes payroll fees, recruitment expenses and contract services for benefits. Positions include the Human Resources Manager.

Municipal Court - Increase of 2%; \$9,163

This budget increase is attributable to a change in personnel/wages. Positions include a Court Administrator and 4 court clerks.

Codes Administration - Increase of 21.6%; \$102,921

- 2017 budget includes additional FT Building Inspector accounting for 77% of the increase
- Budget supports 4 vehicles
- Positions included: Building Official; Building Inspectors (2); Code Enforcement Officers (2); Administrative Support Specialist; Management Intern and part of Assistant City Administrator (.7)

Parks & Recreation - Increase of 0.3%

Most expenditures remained the same with an increase in personnel costs.

Community Programs - Increase of 10.2%; \$12,293

This program area includes funding for special city events such as Village Fest, Jazz Fest, Environment/Recycle Committee and Arts Council along with Prairie Village Foundation Funds raised for these events. The budget includes \$5,000 for the repair and replacement of furniture at the Community Center.

Outside Agency Funding

There are no changes in the amounts budgeted for outside agencies. The only change in committee funding is an increase of \$7,000 to VillageFest.

Terrence Gallagher asked why substantial increase to VillageFest. Quinn Bennion noted that VillageFest had accumulated a substantial fund balance in their foundation account and city funding to them was reduced for 2016. They are using their foundation

funds and the proposed increase will get them back to their established funding level for 2017.

Jori Nelson noted that JazzFest made money on last year's festival and asked why they were receiving funding. Lisa Santa Maria replied the committee asked that they be funded similar to other city committees last year and funding was approved. Joyce Hagen Mundy replied that money was made from last year's festival due to an entrance fee being charged. Continued city funding is requested to allow the committee to continue the festival with the level of talent it has become recognized for. Brooke Morehead noted that funds are needed early in the year for booking talent before sufficient sponsorship and donation funding is available. Mrs. Morehead would like to allow the committee two or three years to establish a solid history. Ted Odell stated the Council was told the committee would not need any city funding when it began. He would like to receive a report that demonstrates the need for funding.

Jori Nelson asked what the \$8000 funding for the Environment/Recycle Committee was used for. Mrs. Santa Maria did not have their specific budget request with her but stated she would get that information.

Mayor Wassmer stated several years ago committees would put together a budget and present it to the City Council for funding consideration. She would like to see this continued next year. Mrs. Santa Maria noted those presentations could be made in March.

Terrence Gallagher asked why funding is proposed for a committee that no longer exists. Mrs. Santa Maria replied this is funding for the registration fee for Sister City International to maintain that formal relationship. Mr. Mikkelson noted the committee on committees felt that it was important to maintain the relationship with the Sister City organization.

Presentation of 2017 Public Works Operating Budget

Keith Bredehoeft stressed the importance of the operating budget as it reflects the city's support for the maintenance and care of its existing property and facilities. He acknowledged the Council and past council's for their care of city property and facilities. The proposed 2017 Public Works Operating Budget is \$5,824,530 for an increase of 1.0% over the 2016 budget. Excluding Personnel costs the 2017 budget is \$3,672,726 for an increase of 1.62%.

Administration - Decrease of 33%

This program area included eight employees. Significant changes in the 2017 Administration budget include a reduction of \$65,000 for a City-wide Traffic Study that was included in the 2016 budget, a reduction of \$5,000 for Biennial Bridge Inspections that are not required for 2017 and an increase of \$1,000 for Dues and Subscriptions

Mayor Wassmer confirmed the 2016 Traffic Study would be conducted primarily on major streets by a consultant doing traffic counts and analysis. There would not be any disruption in residential neighborhoods. Sheila Myers noted that Mission Road has

already been studied. Mr. Bredehoeft noted that information would be shared with the consultant and used in the 2016 Traffic Study.

Drainage - 1.0% Change

Includes 5 employees

This program is funded through the Stormwater Utility Fee with half of the funds going toward operations and half towards Capital Improvement Projects. No significant change in the program or equipment purchases.

Jori Nelson asked if this included the Fontana project. Mr. Bredehoeft replied that project was included in the CIP Program, this is the operations budget.

Vehicles - 0.5% Change

Includes 3 employees

This program provides limited maintenance for police and public works vehicles. Funds for two shop items have been added to the equipment reserve for future purchase.

Streets - 8.20% Change

Includes 5 employees

This budget was prepared based on past history of use and is the largest program in the Public Works budget. It contains several projects that are contracted out annually such as the Micro surfacing Program, Asphalt/crack sealing and pavement marking. Significant changes in this program are a \$179,000 increase for Streetlight and Traffic Signal lease based on actual costs from the last 2 years and an increase to equipment reserve for two new equipment purchases. Mr. Bredehoeft showed pictures of the proposed equipment and explained how it would be used. Ms Nelson asked the life expectancy of the equipment. Mr. Bredehoeft replied 10 to 15 years. Terrence Gallagher asked if this equipment could be rented out to other smaller cities. Mr. Bredehoeft noted generally timing is a problem with it being needed at the same time, but this could be considered.

Mr. Bredehoeft noted that staff is still investigating the possible purchase of street lights from KCP&L rather than lease. If purchased the money budgeted for lease would be used for purchase.

Mr. Bredehoeft explained that minimal highway salt was used in 2016; however, the needs for 2017 would not be known until the end of the year so funds are budgeted for the purchase of salt each year. Unused funds are returned to the General Fund.

Parks and Grounds - Decrease of 10.0%

Includes 8 employees

Significant changes made in this program area:

- \$2,000 increase for Island Statuary Maintenance
- \$25,000 decrease for Tree Trimming
- \$2,000 decrease for general building repairs
- \$1,000 increase for park trash services
- \$5,000 decrease for Playground part replacements

- Equipment reserve contains the replacement of a 61” riding mower

Mr. Bredehoeft noted that the results of past tree trimming is allowing the work to get completed more quickly so funding has been reduced from \$125,000 to \$100,000. Brooke Morehead asked if this included funding for Emerald Ash Bore. Mr. Bredehoeft replied that funding EAB was elsewhere in the budget.

Jori Nelson noted that at a NLC conference she heard a presentation on a new type of swing. She was directed to forward the information to Mr. Gallagher for the Park Board to consider.

Pool Maintenance - 3.0% Change

Significant changes made in this program area:

- \$5,000 increase for electricity costs

Tennis Courts - Increase of 4.0%

- \$500 increase for electricity costs

Buildings - Increase of 3.0%

Significant changes made in this program area:

- \$2,000 increase for Janitorial Services
- \$1,600 increased for trash services

Police Building - 1.0% Change The following significant changes are proposed:

Significant changes made in this program area:

- \$1,300 increase for Janitorial Services
- Continue \$30,000 for building improvements

Jori Nelson asked what the building improvement funds were being used for or if they could be used in conjunction with the complex patio improvements. Mr. Bredehoeft replied it is for traditional building improvements of the 20 year old building. Chief Schwartzkopf noted the funds were used for the dispatch upgrade.

Council President Ted Odell stated he would like to have the remaining budget items on the agenda be carried over to the next committee meeting rather than reconvening after the City Council meeting. Review of the priority listing could be done at the Council meeting.

ADJOURNMENT

The Council Committee of the Whole meeting was adjourned at 7:26 p.m.

Ted Odell
Council President

PLANNING COMMISSION MINUTES
May 3, 2016

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, May 3, 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, and Jeffrey Valentino.

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

APPROVAL OF MINUTES

James Breneman moved for the approval of the minutes of the Planning Commission for April 5, 2016 as submitted. The motion was seconded by Patrick Lenahan and passed unanimously.

PUBLIC HEARINGS

There were no Public Hearings scheduled before the Commission.

NON PUBLIC HEARINGS

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

Chris Hafner with Davidson Architects, presented the revised site plan for 7501 Mission Road a new two-story office building and associated site improvements. The new building replaces the existing two-story, multi-tenant office building on the site. The lot is located on the southeast corner of 75th Street and Mission Road. Mr. Hafner highlighted changes from an earlier proposal presented to the Commission including a different architectural style. The parking will be at the rear of the lot and to the east side of the building. The existing entrance from 75th Street will be closed and an exit is proposed at Mohawk. The trash enclosure has been relocated as recommended by the Commission to a location closer to the building and will be fully enclosed. A monument sign is proposed for the northwest corner of the lot similar to the signage found at the Wireco building also on 75th Street. The monument sign will feature the same exterior materials as the building.

There has been no change to the utility plan or photometric lighting plan. The grading plan calls for more common area without the access to 75th Street. The area in front of the building to 75th Street will be grass. The landscape plan for the site will be revised to meet the staff recommendations given in their report. Mr. Hafner reviewed the exterior building materials and their locations on the proposed building. He noted that he had reviewed the staff report and is in agreement with the conditions listed on the staff recommendation.

James Breneman asked about tenant signage. Mr. Hafner replied that they will come back to the Commission with their signage requests after the building tenants are known.

Jonathan Birkel confirmed the applicant would be replacing any trees/plants lost in grading near the adjacent residential properties. The applicant stated that the landscape plan is what they will be planting. They are not sure what trees are on the neighbor's property, but they will not touch any on the neighbor's property or if so they will be replaced. The trees on their property will likely be removed due to grading and what is shown on the landscape plan will replace them. Mr. Birkel questioned the proposed dark bronze colored efface suggesting that perhaps a lighter color would be better. Mr. Hafner replied that he had considered a lighter color and would have no objection to that change.

James Breneman questioned the construction note #21 on page A1-1 which referenced the painting of all exterior utility services to match the color of the building. Mr. Hafner stated there are no exterior utility services and that if there were they would also be landscaped and painted as the same color of the building. Mr. Breneman asked about extending the sidewalk to Mission Road. Mr. Hafner replied that it was considered but because of the significant grade transition the 75th Street sidewalk connection would not be pursued. Mr. Breneman noted the plans indicated a curb cut on 75th Street. Mr. Hafner apologized for that sheet not being replaced with the new renderings and confirmed the only access locations to this site would be off Mission Road and Mohawk. Melissa Brown noted the entrance ramp off Mission Road is very steep and questioned if any blending was proposed to lessen that. Mr. Hafner replied it would be blended along the west edge of the property.

The new parking proposed has 78 spaces, including 4 handicap accessible spaces at the east edge of the building abutting the sidewalk. Per Section 19.46, Off-Street Parking and Loading Regulations, Section 030, Require Spaces, 69 spaces are required based on the size and use of the building. Patrick Lenahan asked about the parking space size requirements. Mr. Brewster replied the stall parking slots are typically around 16' in depth and count the overhang buffer area. The code requires 18 or 16' deep with overhang. Mr. Lenahan encouraged Mr. Hafner to look into the ADA requirements, noting that overhang parking makes sidewalk accessibility difficult and recent changes have been made to the ADA requirements.

Melissa Brown questioned the proposed location of the monument sign in relationship to the street. She suggested the sign be placed at an angle similar to the office building on the north side facing 75th Street. Mr. Brewster responded the proposed monument sign meets the sign requirements. If the building becomes a multi-tenant the signage would need to come back to the Planning Commission for approval of sign standards for on-building signs for multiple tenants.

The primary building materials proposed include a thin-clad stone system, aluminum composite material (ACM) and glazing (glass). The thin-clad stone system is

acceptable dependent on the manufacturer's specifications and grade. A complete set of sample materials should be provided for the Planning Commission review and approval. Natural stone accents and textured EFIS with stone appearances are proposed accent materials to complement the primary stone finish. The ACM or metal panel is not widely used in this immediate vicinity of this site, but is a quality accent material. The proposed color of the ACM should be specified to ensure that it complements the more natural tones of the stone cladding and stone accents. Application of the ACM product does not make up more than 15% of any façade of the building.

Residential uses to the south are currently buffered from the site through a row of mature trees, on the adjacent property. The landscape plan softens the site by providing adequate landscaping to buffer the parking lot from adjacent properties and accents the building along 75th Street and Mission Road. However screening of the parking area along the 75th street frontage with a low hedge line or screen similar to other portions of the parking area should be added. Staff does have a concern regarding some of the species of plant materials selected. Red maples are overplanted in this area and do not perform well over time, needing to be replaced. Appropriate species include White Oak, Swamp White Oak, Kentucky Coffee tree or Autumn Gold Ginkgo, or if fall color is an important consideration Sugar Maple is an acceptable substitute.

Additionally to allow better planting grades, more visibility of the landscape from the Mission Road frontage, and better screening of the parking, staff recommends consideration of a retaining wall on the west side of the parking lot. This could be integrated into the screening wall for the trash enclosure and continue further south along the parking area.

According to Section 19.32.030 of the Prairie Village Zoning Regulations, 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 site plan meets the development standards of the C-O district and adequately accommodates the building, parking and circulation and open space and landscape. It is a similar scale and development pattern to the current building. However the following modifications are recommended for consideration:

- Switch out Red Maple for one of the recommended substitutes.
- Add screening on the northwest portion of the parking area along 75th Street, similar to other low parking lot screening proposed on the plan.
- Consider a retaining wall on the west side of the parking to integrate with the trash enclosure structure.

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

The proposed use is the same use to the previous development, and of a similar scale. The existing utilities will adequately support the proposed development.

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

The site plan indicates additional pervious surface on-site through the provision of new landscaping and turf that will provide an opportunity to improve storm water management. In addition the storm water plans will need to be approved by Public Works.

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

The plan does provide for safe site access, and will improve circulation by routing 75th street access further west to Mohawk Drive. Further, this access is offset from the access on the west side in order to discourage cut-through traffic into the neighborhood.

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

The site plan moves the building closer to the setback lines hiding the majority of the parking to occur behind the building, away from 75th Street. This will improve the visual aesthetics of the site and contribute to the overall appearance of the 75th Street corridor.

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

The proposed building and site design will improve the relationship to 75th street by moving the building closer to the street and providing a consistent street frontage. This is a similar pattern on sites to the north, as well as sites on the south side of 75th Street just east of this site. This frontage helps frame the corridor with building facades rather than voids and parking areas, creating well- defined public space. Additionally, landscape amenities in association with the building foundations and streetscape will improve the relationship to both 75th Street and Mission Road. The use of predominantly stone and simulated stone materials will create rich natural tones and is compatible with other buildings in the neighborhood. Although ACM is not widely used, it will be in muted colors to compliment the stone and is a high-quality architectural material. The color should be specified to compliment the stone colors, and the glazing tint should also be specified. In general the building includes details to provide depth and texture to the façade, including pilasters, window details and off-set entrance features.

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

The proposed site plan represents an improved development pattern and will be an upgrade to a declining site at a prominent location in the City, and a repositioning of the property to strengthen its current use as office. This is consistent with the comprehensive plan which specifically calls for reinvestment in this area (“Corridor Redevelopment - 75th Street, Section 6 of Village Vision Plan”), identifies strengthening office markets to reduce vacancy caused by aging facilities and sites,

and improves the community character by better shaping public space with development.

James Breneman moved the Planning Commission approve the proposed site plan for 7501 Mission Road subject to the following conditions:

1. A final storm water plan be approved by Public Works.
2. That the landscape plan be revised to include:
 - a. Replace Red Maple trees with White Oak, Swamp White Oak, Kentucky Coffee Tree; Autumn Gold Ginkgo or other hardy varieties of large landscape trees; or if fall color is desired replace with Sugar Maples.
 - b. Low-level plantings for parking lot screening be added on the 75th street edge of the parking area.
3. Sample materials be provided to the Planning Commission for review and approval, and in particular:
 - a. The manufactures specifications and quality of the thin clad stone system.
 - b. The color and grade of the ACM material.
 - c. Specifications on any tinting of the glazing.
4. Any signs for the building shall either be specified by the applicant as to size, location, style and materials, OR shall be submitted as a separate application to the Planning Commission at such time as the sign needs for future tenants is known.
5. Revisit the ADA parking space size requirements to ensure compliance regarding new guidance on accessible spaces.
6. Riff Screen to be a lighter color to match the cornice. Direct staff and the applicant to reconsider the roof screen color. If a lighter screen that better matches the cornice would be less impacting and a better compliment to the building then use that alternate color.

Patrick Lenahan seconded the motion which was voted on and passed by a vote of 5 to 1 with Melissa Brown voting in opposition.

PC2016-115 Site Plan Approval - Fence 7457 Cherokee

Brian Gordon, Executive Director of Global Montessori Academy, appeared before the Planning Commission to request approval to extend the existing four foot tall black vinyl chain-link fence along Cherokee to include a larger area to the south and an area on the west for a school age playground. The proposal is for an additional 200 linear feet of fence, approximately 4 feet high and matching the current fence material (black vinyl). Mr. Gordon noted there would be two gates, one would be large enough for a riding mower to gain access and the other, near the sidewalk, that would allow truck access.

Mr. Gordon noted the school has grown 30% since opening in 2014 and he has a waiting list for all classes. This has resulted in the need for a larger secure play area.

Mr. Breneman asked if the fence tied into the building. Mr. Gordon replied that it did not.

Patrick Lenahan asked if the fence was inside or outside of the existing tree line. Mr. Gordon responded that it is just inside the tree line on the building side of the trees.

Chris Brewster noted the proposed fence generally meets all other fence requirements in Section 19.44.025. The standards are written assuming more typical lot dimensions and residential uses. This lot has an unusual configuration, making it difficult to determine front, side and rear lots lines. However, Cherokee Drive is arguably the most prominent side of the site and building and has the most direct relationship to the public street. The use of this site and building as a school does present different fencing needs than most other R-1B lots.

Jeffrey Valentino confirmed that if the proposed fence was a decorative fence, it would be in compliance with the city's code. He feels a decorative fence is more appropriate. The applicant responded they would need to research the cost difference for a decorative fence. Mrs. Wallerstein asked the ages of the students. Mr. Gordon responded 18 months to 12 years old. She would be concerned with a picket fence that children could get caught between the planks and felt the continuation of the black vinyl chain link fence would be safer. Mr. Breneman added that a chain like fence tends to disappear from view, where a solid fence would stand out more. Mr. Brewster added the code's interpretation of decorative is a fence placed more for aesthetic reasons than a fence designed to contain someone or something.

Mr. Lenahan felt the location of the proposed fence behind the tree line was an appropriate location.

The fence standards allow the Planning Commission, through site plan review, to approve adjustments to the height and location of fences if it "results in a project that is more compatible, provides better screening, provides better storm drainage management, or provides a more appropriate utilization of the site.

The following analysis of the proposed fence was presented:

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

The proposed Montessori School will be within an existing structure and parking and access will be accommodated within the existing north parking lot. This proposal is for better utilization of the open space by expanding the outside play area in association with the existing play area, outside classroom and community garden.

B. Utilities are available with adequate capacity to serve the proposed development. This site is currently served by utilities and they should be adequate to serve the proposed use.

C. The plan provides for adequate management of stormwater runoff. No changes in the existing site are proposed other than accessory play equipment and therefore stormwater runoff will not be affected. If any significant grading is

needed for the play equipment, or any impervious surfaces will be placed, the applicant shall be required to get a grading permit, with any necessary drainage studies from Public Works.

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

The plan does not provide any significant changes to ingress and egress and internal traffic circulation beyond the initial site plan approved with the Special Use Permit. The fence does extend across an existing sidewalk to the main entrance on the south side of the lot, affecting pedestrian access.

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

The site plan is proposing expanded outdoor use of the site, and is consistent with a larger institutional use on a large lot in a residential setting. Further, this expansion is to the south of the site and the existing residential uses in the area are across streets from this location, with the closest affected homes across Cherokee to the west (house fronting on Cherokee) and across Belinder to the east (house fronting on Belinder)

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

It is not proposed to change the external appearance of the building, but it is an expansion of the fenced area. The fence is proposed to be black vinyl commercial grade, matching the current fencing that exists along the east boundary (Belinder) and the smaller area at the extension of the building to the south.

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

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The proposed Montessori School is an amenity that sets Prairie Village apart from other competing communities in the metropolitan area.

Patrick Lenahan moved the Planning Commission approve the Site Plan for the proposed fence for Global Montessori Academy at 7457 Cherokee subject to the following conditions:

1. That the fence be setback at least 10' from the property edge on all sides, behind the tree line on Cherokee, except that it may continue on the existing fence line established on the east side along Belinder. Further that the fence extend no further towards the 75th street frontage than the current limits of the Community Garden.
2. The fence be limited to only 4' in height.
3. The fence be black vinyl chain link that matches the current fencing and minimizes the visibility of the fence to abutting property.
4. That a gate be included at the sidewalk entrance to the site on the southwest side.
5. Should any of the construction activity from the fence or any associated play

equipment require grading or increased impervious surfaces, that a grading plan and any necessary stormwater studies first be approved by Public Works. The motion was seconded by Melissa Brown and passed by a vote of 4 to 2 with Jonathan Birkel and Jeffrey Valentino voting in opposition.

**PC2016-116 Request for Site Plan Approval - Fence
4205 West 64th Street**

Joseph Jimenez, addressed the Commission on behalf of Shaul and Michelle Jolles of 4205 West 64th Street. The applicant replaced a galvanized chain-link fence with a new stained cedar fence with horizontal open slats with two of the finished sides facing inward. The slats are finished and stained on both sides. Mr. Jimenez presented letters from both of the adjacent neighbors supporting the fence as constructed. The lot is a corner lot with the home situated at an angle bringing the rear side corners of the house very close to the property lines and creating a triangular configuration of the rear fenced area. Neither of these locations are very visible from the public street and the greatest impact is on the residential lots to the west and east, which face opposite streets.

Jonathan Birkel asked if the design submitted for approval of the building permit clearly indicated the proposed construction. Mr. Jimenez replied that the contractor replacing the fence was unaware that a fence permit was required for the replacement of an existing fence and did not get a permit. Mrs. Wallerstein noted that fence permits are a standard practice followed in most Johnson County cities. Mr. Jimenez replied that the contractor generally works in The Plaza area and was unaware that a permit was needed when replacing an existing fence. Mitch Dringman noted the error was discovered when the applicant called in for a fence inspection.

Chris Brewster noted that the applicant originally applied for a variance; however, the city's code allows for the Planning Commission to approve adjustments to fences through site plan approval. He noted that the fence on the side viewed by the public has the finished side on the outside, it is the sides facing the adjacent properties that are in violation. Since this is an exception to the standards through site plan review, and not a variance, the opinions of the affected landowners can be considered as the support for the decision which does not necessarily need to be a hardship or practical difficulty inherent in the property..

Nancy Wallerstein noted that site plan approval is generally prior to the construction of a project. Mr. Breneman expressed concern is granting approval after the fact. Mr. Jimenez replied there was no intent to circumvent the process, the contract truly felt that the replacement of an existing fence in the same location was allowed. He noted that a permit was received for the earlier construction of a deck in the rear yard that has been completed.

Jeffrey Valentino agreed with Mr. Breneman that proper process was not followed in not getting a permit prior to construction; however, he also recognizes the only persons impacted are the adjacent neighbors who have expressed support for the fence as constructed.

Wes Jordan stated intent of the code is to have fences constructed to not negatively impact adjacent properties by having the finished side facing outwards. He also noted that this is one of the ways ownership of a fence is determined when it is unknown. Mr. Dringman confirmed the fence is in compliance in all other terms.

Jonathan Birkel noted that perhaps a decorative feature was added to the outside of the fence facing the neighboring fence to bring this into compliance without requiring the removal and reconstruction of the offending walls. Mrs. Wallerstein agreed and noted that possibly slats could be added to fence that would bring it into compliance. Mr. Birkel suggested possibly an asymmetrical design on the out of the fence.

Patrick Lenahan questioned the reasoning of adding to the exterior of the fence which the neighbors approve as constructed. He does not see any intent on behalf of the applicant to deceive the city. Based on the character of this fence it is clear to determine its ownership. Mr. Jimenez replied they have looked at other options to try to address this.

Mrs. Wallerstein stated she cannot understand why a permit would be pulled by the contractor for the deck, but not for the fence. Mr. Jimenez replied that he was not the contractor who built the fence.

Melissa Brown stated it was a contractor error and noted the fence facing the public was installed correctly. Since the neighbors are supportive of the fence as constructed, she doesn't see a need to add to it. Mr. Lenahan noted that if the neighbors were opposed to the fence, he would support rejecting the application.

Nancy Wallerstein warned the Commission against setting a precedent.

Mr. Jolles acknowledged a mistake was made in not getting a permit; however, it was not done intentionally noting the earlier permit received for the deck construction. He added that not only do the neighbors support their request for the fence. One of them talked with the contractor about doing the same fence for their property; however, the cost was too high. He added this cannot be easily fixed. The installation cost for the fence was \$12,000. This is an improvement to the neighborhood with the approval of the neighbors.

Mr. Brewster's staff report presented the following analysis of the criteria for approval:

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

This site is capable of meeting all requirements for residential property, although its configuration as a corner lot with an angled building presents a different rear yard fencing configuration in relation to the street than would typically occur. The configuration in relation to adjacent property is typical

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

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

C. The plan provides for adequate management of stormwater runoff.
No changes in the existing site are proposed equipment and therefore stormwater runoff will not be affected.

D. The plan provides for safe ingress/egress and internal traffic circulation.
N/A

E. The plan is consistent with good land planning and site engineering design principles.
The intent of the proposed design standards for fences is to improve the appearance of the community with proper relationships of fences to streetscapes, and to avoid any adverse impacts on abutting property from fence design. The proposed fence does not adversely affect the relationship to the streetscape as the fence is not clearly visible and the most visible sides have the finished side out. However, the sections with the finished sides out are along abutting property lines and it could adversely affect adjacent owners.

F. An appropriate degree of compatibility will prevail between the architectural quality of the proposed building and the surrounding neighborhood.
Other than as noted above in E., the fence otherwise complies with all design standards and is compatible for the area.

G. The plan represents an overall development pattern that is consistent with Village Vision and other adopted planning policies.
N/A

Patrick Lenahan stated that based on the neighbors' approval of the fence and the orientation of the public side of the fence, moved the Planning Commission approve PC2016-116 for the fence as constructed at 4205 West 64th Street. The motion was seconded by Melissa Brown and voted upon with Melissa Brown, Jonathan Birkel and Patrick Lenahan voting in support and Jeffrey Valentino, James Breneman, and Nancy Wallerstein voting in opposition. With further discussion and with reluctance to approve a fence constructed without a permit in violation of code, recognizing that the actions were the result of an unintentional error on the part of the contractor, and due to the little impact on the public streetscape and support of the affected neighbors, Nancy Wallerstein voted in support of the motion which then passed by a vote of 4 to 2.

PC2016-117 Request for Site Plan Approval for Wireless Antenna 9011 Roe Avenue

Chris Brewster presented the application on behalf of the out-of-state applicant representing AT&T for approval to replace three antennas on this existing cell tower location, and accessory equipment associated with the antenna replacement. A structural analysis has been submitted with this application, which indicates that the replacement of this equipment is within the acceptable structural capacity of this facility.

The three new antennas which are approximately 24" diameter and 96" long will be similar in appearance to the existing canisters that are already on the pole. The fiber optic cable will be concealed within the pole.

This monopole was approved in 1996 and at that time approval was by Conditional Use Permit. The monopole was approved for a height of 100 feet and Sprint antennas are on the top. In 2004, a Special Use Permit was granted to Cingular (now AT&T) to install antennas at the 90 foot elevation along with equipment cabinets in the compound at the base of the antenna. In 2009, a Special Use Permit was granted to Clearwire to install antennas and equipment cabinets.

Mr. Brewster presented the following review of the criteria for approval:

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

The capability of the site to accommodate the equipment compound was addressed in the approval of the Special Use Permit. The proposed improvements will occur on the existing tower and within the existing equipment compound.

B. Utilities are available with adequate capacity to serve the proposed development.
Adequate utilities are available to serve this 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 utilizes the existing driveway and parking lot for circulation that currently serves it and no changes are proposed.

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

The details of the overall design of the equipment compound were worked out on the approval of the Conditional Use Permit. The applicant has submitted a structural analysis to confirm that the tower has sufficient capacity to carry the existing and proposed load.

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

The tower has been at this location for approximately eighteen years. The tower is located at the Fire Station in a commercial area and has very little impact on surrounding residential areas. All the equipment will be located within the equipment compound. The existing ice bridge will be used. The wiring will be inside the tower. An eight-foot high fence has been installed to provide better screening of the equipment compound.

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

Wireless communications are not specifically addressed in Village Vision. Generally it falls into maintaining and improving infrastructure.

Nancy Wallerstein asked if the applicant was aware of the pending relocation of the fire department from this site. Mr. Jordan responded that the city has become aware that the tower property is not owned by the Fire District, but that the structure has been purchased by AT&T. He added that the Fire District is looking at keeping its location at this site until it is clear what the impact will be of the development of the Meadowbrook Property and Mission Chateau on their call load. It should be noted that after the meeting Mr. Jordan informed the Planning Commission he learned the Fire Department still “technically” owns the land the tower occupies. However; the Fire Department has entered into a perpetual lease agreement with a carrier that limits their ability to sell the property without substantial penalty. Mr. Jordan did provide notification to the Planning Commission of the information.

James Breneman moved the Planning Commission approve PC2016-117 granting approval of the site plan for 9011 Roe Avenue for the replacement of three antennas on the existing wireless telecommunications facility for AT&T subject to the following conditions: 1) that the antennas be installed as shown on the proposed plan dated 04/04/16. The motion was seconded by Jeffrey Valentino and passed unanimously.

OTHER BUSINESS

PC2015-08 Final Development Plan - Mission Chateau

Rick Jones, with NSPJ Architects, 3515 West 75th Street, appeared before the Planning Commission to review the final exterior materials and design for this project approved by the Commission on March 1, 2016. New photo renderings were presented along with material samples. Mr. Jones noted that some of the cedar has been replaced with stone; the stucco color is browner. He reviewed the specific locations of the different materials on the presented color renderings. The architectural style of the project has moved toward a more double hung craftsman style. The Twin Villas will have a more traditional design. A developer is purchasing all 22 units that will wrap about the senior living complex.

Jeffrey Valentino expressed appreciation to Mr. Jones for coming back to the Commission with the requested color renderings and final material samples. The new design is much clearer and better than that presented in March. Mrs. Wallerstein agreed, noting that she liked the changes presented.

Rick Jones reviewed the proposed construction schedule stating they are looking at a June 14th submittal of building plans for review with a tentative construction start date of July 1, 2016 with anticipated completion the end of 201

Chris Brewster reported that the applicant is currently working with staff on the changes to the final landscape plan. Planning Commission review of this project is essentially complete; however, the applicant will return to replat the property for the Villas prior to construction.

NEXT MEETING

The planning commission secretary noted filing deadline for the June meeting is the end of the week. No submittals have been made to date; however, it is anticipated that the Public Hearing on the revised design criteria will be on the June agenda. Mr. Jordan presented an update on progress on that project.

James Breneman presented an update on the meetings with the fire district committee for the design of the new fire station on the municipal complex.

ADJOURNMENT

With no further business to come before the Commission, Chairman Nancy Wallerstein adjourned the meeting at 9:10 p.m.

Nancy Wallerstein
Chairman

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
MINUTES
TUESDAY, MARCH 1, 2016**

ROLL CALL

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, March 1, 2016 in the Council Chambers of the Municipal Building at 7700 Mission Road. Vice Chairman Jim Breneman called the meeting to order at 6:30 p.m. with the following members present: Jonathan Birkel, Melissa Brown, Patrick Lenahan and Nancy Wallerstein. Also present in their advisory capacity to the Board of Zoning Appeals were: Chris Brewster, Planning Consultant; Wes Jordan, Assistant City Administrator; Mitch Dringman, City Building Official; and Joyce Hagen Mundy, Board Secretary.

APPROVAL OF MINUTES

Nancy Wallerstein moved the approval of the minutes of the January 5, 2016 meeting as presented. The motion was seconded by Patrick Lenahan and passed unanimously.

**BZA2016-02 Request for a Variance from PVMC 19.08.030 to encroach the
rear yard setback by approximately 7 feet
7708 Booth**

Jonathan Jennings, 7708 Booth, stated he is proposing an addition to fill in that portion of the building foot print and square off the rear building on the north side with a roughly 96 square foot addition. This would place the corner of the building 18 feet from the rear lot line, encroaching 7' into the required 25' rear setback at the closet point. The existing home meets all other required setbacks, and exceeds the required setback on the adjacent side nearest the proposed rear yard setback encroachment.

Jonathan Birkel confirmed the house is located on a slab. Mr. Jennings noted however, that in order to meet building code requirements a new 36" footer has been added for the proposed master bedroom and bath area.

Nancy Wallerstein confirmed the Board is only considering the rear yard setback encroachment and questioned what buffer was present for the neighboring properties. Mitch Dringman replied there is significant greenspace between the rear of his home and the adjacent properties. Mrs. Wallerstein confirmed that the neighbors were aware of the proposed addition. Mr. Jennings responded the project has the support of the neighbors.

Chris Brewster noted the lot is located on the end grain of a block formed by Booth Street (east), West 77st Street (north), Belinder Avenue (west), and West 78th Street (south). The lot fronts on Booth Street along with the adjacent lot to the south and two corner lots face Booth but have a corner orientation (two front setbacks, two side

setbacks, but no rear setback). The two interior lots fronting on Booth (the subject lot and the lot to the south) have irregular rear lot lines that deepen at a severe angle when compared to the front lot line, resulting in one side yard being substantially shorter (88') than the other (135'). This lot configuration creates a rear lot line with an angle to the shorter side, which impacts the building footprint permitted by setbacks.

The existing home is situated with the front building line roughly parallel and oriented to Booth Street. Therefore the rear building line is not aligned with the rear lot line and corresponding rear setback. The existing home does meet all current setback as the rear has a wing that projects out roughly 12 feet from the main building, but off-set from the closes point of the building footprint to the rear lot line.

The existing home is between approximately 17' and 14' from the side property on the north side (4' is the required setback), and the addition would be approximately 12' - 2" from this side - roughly 3 times the required setback. The proposed rear encroachment is adjacent to the rear of both homes to the north - one of which has a corner orientation (where the rear yard is treated more like a side setback) and the other is a typical rear yard. The existing home is a small footprint (1,383 s.f.) single-story home.

Vice-Chairman James Breneman opened the hearing for comments. No public comments were made and the public hearing was closed at 6:40 p.m.

The Board reviewed the criteria required for granting a variance as presented in the staff report.

A. Uniqueness

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

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

The lot has an irregular shape on the end-grain of a block, with corner-oriented homes on either side of it. It has a very shallow side lot line on the north (88') and a very deep side lot line on the south (135'), compared to the required depth of 100' for a standard lot. This produces an angle of the rear lot line and an atypical buildable footprint on the lot.

Nancy Wallerstein moved the Board find favorably on Criteria A "Uniqueness". The motion was seconded by Jonathan Birkel and passed by a vote of 5 to 0.

B. Adjacent Property

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

The property that could be most affected by this application is the lot to the north and northwest. However this is the rear of each of these homes and lots, and one already has a close association of the existing buildings due to the "corner orientation" of the lot immediately to the north (where it has two front yards and two side yards for purposes of

setbacks, but no rear yard - placing the structures closer together.) This existing home on the subject lot exceeds the required side setback near these homes, and the addition would continue along the current side building line, this not necessarily placing structures in closer proximity than already exists.

Patrick Lenahan moved the Board find favorably on Criteria B "Adjacent Property". The motion was seconded Jonathan Birkel and passed by a vote of 5 to 0.

C. Hardship

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

The proposed addition allows the homeowner to have a reasonable use of the house, while maintaining the smaller-scale, small-footprint home that is compatible with the predominant character of the neighborhood. Applying the rear setback strictly impacts the allowed building footprint negatively on the short side of the lot, relative to other more conventionally shaped lots.

Jonathan Birkel moved the Board find favorably on Criteria C "Hardship". The motion was seconded by Patrick Lenahan and passed by a vote of 5 to 0.

D. Public Interest

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

The proposed building complies with all other setback and building coverage standards for this district and has a similar orientation and arrangement as other homes in the area.

Nancy Wallerstein moved the Board find favorably on Criteria D "Public Interest". The motion was seconded by Patrick Lenahan and passed by a vote of 5 to 0.

E. Spirit and Intent of the Regulation

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

The variance would be for only a portion home closes to the northwest corner, and beyond the proposed addition the rest of the building is compliant. The ordinance does provide for different interpretations of oddly configured lots to treat some areas as side setbacks instead of rear. While this lot is not clearly eligible for that interpretation, it does demonstrate the spirit of the ordinance, and the proposed building does exceed the side setback at the location in question.

Patrick Lenahan moved the Board find favorably on Criteria E "Spirit and Intent of the Regulation". The motion was seconded by Melissa Brown and passed by a vote of 5 to 0.

Patrick Lenahan moved that finding favorably on all five criteria as required by State Statues the Board approve BZA 2016-02 granting a variance only to the extent shown on the submitted plans dated 01/10/2016 and only for the proposed addition up to an 18' setback on the northwest corner and that the variance be recorded with the County

Register of Deeds within one year of approval. The motion was seconded by Nancy Wallerstein and passed by a vote of 5 to 0.

BZA2016-03 Request for an Exception to PVMC 19.44.035 to increase lot coverage from 28% to 30.97% for the construction of a deck 2904 West 71st Street

Robert Gibbons, 2904 West 71st Street, stated he and his wife recently purchased this property and would like to replace the existing tiered deck with a covered deck that is all at the main level. The proposed deck would result in an increase in lot coverage by less than one percent to 30.97%.

Nancy Wallerstein confirmed the deck was covered, but not enclosed.

Chris Brewster reviewed the calculations of lot coverage for the existing home and the home with the proposed covered deck. The applicant is proposing to add an unenclosed porch to the rear of an existing house. The existing footprint of the house is 3,879 square feet and the proposed footprint of the porch roof is 400 square feet.

The coverage percentages are as follows:

Applicant Plot Plan Data:

- Existing home = 3879 s.f. (27.63%)
- Existing Lot = 14,038.63
- Proposed Covered Porch = 469 s.f. (3.34%)
- Proposed Total = 4,348 s.f. (30.97%)

AIMS Data*:

- Existing building footprint: 4,056 s.f. (approx.)
- Existing lot: 14,113.59 s.f. (28.74%)
- Proposed covered porch 469 s.f. (3.3%)
- Proposed total: 4,525 s.f. (32.06%)

* *Note:* the AIMS data on building footprints is not 100% accurate, but can be used to test the relative scale absent a full survey. Compared to the applicant's data on the plot plan, the extent of coverage is relatively close under both calculations. The current home is slightly under the required building coverage, and the enclosed porch will put this building slightly over, and the two calculations show just slight variations in the extent.

With the proposed enclosed porch at 469 square feet, this data shows that the total lot coverage will be between 0.97% and slightly more than 2.06% above the required building coverage.

Vice-Chairman James Breneman opened the hearing for comments. No public comments were made and the public hearing was closed at 6:50 p.m.

Chris Brewster stated the Code allows the Board of Zoning Appeals, as an Exception, to grant permission to exceed the 30% Lot Coverage requirement. In considering a request for an exception the following criteria were considered:

A. The site is capable of accommodating the building(s), parking areas and drives with appropriate open space.

The lot is relatively flat and has no topographic features that are particularly unique. The lot also is rectangular in shape which is similar to other lots in the area. Building patterns in the area include variations and projects that create unique spaces on the lots. All lots on this block also have a substantial relationship to the green space in the back provided by the golf course. The proposed porch is a small projection, and only minimally exceeds the lot coverage requirement. The encroachment is in the rear area and will create a quality relationship and potential enhancement to the existing open space. The extent of the encroachment with regard to required setbacks is within that currently allowed by the zoning ordinance, and it is only the % lot coverage that is under review.

B. The property can be developed as proposed without any significant adverse impact on surrounding properties or the public health and safety.

The lot area is 14,100 +/- square feet which is consistent with all of the lots on this block face. All lots along the block and abutting the golf course are generally larger than those on adjacent blocks. The proposed coverage will not impact any of the properties in the general vicinity, as it is to the rear (golf course) side. The most significant potential impact is to the property immediately to the east as the proposed covered porch is along that side lot line. The existing home is placed slightly beyond the required 5' side setback line (5.3") and the covered porch would add an additional 29' of primarily unenclosed, but covered outdoor space along this established building line. A portion of this area includes an outdoor fireplace and associated chimney structure. These two homes are approximately 14' apart along these building lines.

C. The plan provides adequate management of storm water runoff.

A portion of this proposed porch will be over already impervious surfaces. There may be a slight increase beyond the total impervious surface coverage of the lot, but that percentage will be less than the 1-2% building coverage increase. The applicant submitted a storm water plan demonstrating elevations and prevailing drainage patterns on the lot. Drains on the proposed covered structure are located to the rear most portion of the lot, where prevailing grades demonstrate flow patterns to the north (golf course side). The proposed application should be submitted to Public Works for any applicable drainage permits to ensure no impact on the property to the east.

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

The plan does propose a more useable outdoor space with a better relationship to existing open space, landscape areas and golf course to the north.

E. An appropriate degree of compatibility will prevail between the architectural quality of the existing building and the proposed building expansion.

The plans submitted show compatibility of the proposed roof with the existing building architecture, including roof slope, materials and ornamentation of foundation posts.

Nancy Wallerstein moved the Board approve BZA2016-03 granting the requested exception to lot coverage for 2904 West 71st Street as submitted with the condition that any applicable drainage permits be reviewed and approved by Public Works. The motion was seconded by Patrick Lenahan and passed by a vote of 3 to 2 with Brown and Birkel voting in opposition.

The plan does propose a more useable outdoor space with a better relationship to existing open space, landscape areas and golf course to the north.

OLD BUSINESS

There was no Old Business to come before the Board.

NEXT MEETING

Board Secretary Joyce Hagen Mundy reported the filing deadline for April is March 4 and to date no application have been filed for the Board.

ADJOURNMENT

Vice-Chairman James Breneman adjourned the meeting of the Board of Zoning Appeals at 6:55 p.m.

James Breneman
Vice Chairman

JazzFest Committee Minutes May 11, 2016

Present: JD Kinney, Michael Schermoly, Lee Duong, Jane Andrews, Donlea Hesse, Michael Polich and Joyce Hagen Mundy.

The minutes of the April 12, 2016 meeting were approved.

JD Kinney welcomed Mike Schermoly who has joined the committee and will be coordinating marketing efforts for the Festival.

Talent

Jane Andrews stated that has a commitment from the KCK Community College vocal jazz group. Alex Toepfer sent a contract with Dan Thomas, associate professor of Jazz studies at UMKC regarding his quartet, "Voyage" serving as the lead-in act for Marilyn Maye for review by the city attorney. Signed contracts will be completed by the end of the month.

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. The Art Fair is June 3 (5 pm - 9 pm), June 4 (10 am - 8:30 pm) and June 5 (11 am - 4 pm). Joyce will send out an e-mail to committee members to contact Lee regarding their availability to work the event. Lee suggested that the line-up card to be handed out include information about volunteering.

JD noted that 250 cards were printed for last year and that was not sufficient. He suggested printing a minimum of 500 possibly more. Those not distributed at the Art Fair will be made available to merchants and committee members to distribute. Joyce will send Michael samples of past line-up cards. At this time the only sponsorship that qualifies to be represented with a logo is the City and First Washington.

Budget

Joyce reported that \$7,350 has been received in donations. A letter was sent out to past sponsors announcing Marilyn Maye as the event headliner. The current account balance is \$31,215.72 including budgeted funds from the city.

Volunteers

Lee Duong noted she would be out of town for the PV Art Fair, but would coordinate volunteers prior to the event.

Operations

Mike Polich noted that Dan would like to have the electrical requirements for vendors as soon as possible.

The meeting was adjourned at 6:00 p.m.

Next Meeting

The next meeting will be Wednesday, June 15th at 5:30 p.m.

Council Members
Mark Your Calendars
June 20, 2016

June 2016	Jean Cook, Luke Severson and Sara Nguyen exhibit in the R.G. Endres Gallery
June 22	Ground Breaking at Mission Chateau - 8:30 a.m.
July 2016	The Senior Arts Council in the R.G. Endres Gallery
July 4	VillageFest - 7 a.m. to 1 p.m.
July 5	City Council Meeting
July 18	City Council Meeting
July 22	Moonlight Swim - Pool complex remains open until 10 p.m.
August 2016	Mary Ann Coonrod & Cookie Cave in the R.G. Endres Gallery
August 1	City Council Meeting
August 5	Moonlight Swim - Pool complex remains open until 10 p.m.
August 8	Reduced pool hours begin - Pool opens at 4:30 p.m. weekdays
August 15	City Council Meeting
September 2016	Gary Cadwallader & Jodi Harsch in the R.G. Endres Gallery
September 4	Labor Day Holiday - Pool Closes at 6 p.m.
September 5	City Council Meeting
September 6	Puppy Pool-ooza (Dog Swim) 5 p.m. to 7 p.m.
September 10	Prairie Village Jazz Festival 2:30 - 10:30 p.m.
September 19	City Council Meeting
October 2016	State of Arts in the R.G. Endres Gallery
October 3	City Council Meeting
October 14	State of the Arts Reception in the R.G. Endres Gallery
October 20	City Council Meeting
November 2016	Jeff Foster, Jonathan Crabtree & Louanne Hein in the R.G. Endres Gallery
November 7	City Council Meeting
November 21	City Council Meeting
November 24-25	City Offices Closed for Thanksgiving Holiday
December 2016	Chris Willey in the R.G. Endres Gallery
December 5	City Council Meeting
December	Mayor's Holiday Volunteer Party
December 19	City Council Meeting
December 26	City offices closed for the Christmas Holiday