

Council Committee of the Whole
Council Chambers
Monday, April 03, 2017
6:00 PM

AGENDA

TED ODELL, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

- | | |
|-------------|---|
| COU2017-20 | Consider approval of 2017-2018 insurance renewal
Lisa Santa Maria |
| *COU2017-19 | Consider approval of a services agreement with BBN
Architects for a concept/market study of Village
Square/Harmon Park
Quinn Bennion |
| | 2018 Capital Improvement Plan (CIP) discussion
Keith Bredehoeft |
| | Continued discussion of draft amendments related to solid
waste in Chapter XV-Utilities, Article 1-3
Wes Jordan |

***Council Action Requested the same night**



INSURANCE COMMITTEE

Council Meeting Date: April 3, 2017
Committee Meeting Date: April 17, 2017

COU2017-20: Consider 2017-2018 Insurance Renewals

RECOMMENDATION

Insurance Committee Recommends the City Council approve the renewal of all of the City's insurance needs with Travelers and RLI for the coverage year May 2017 to May 2018.

Traveler's coverage for year May 2017 to May 2018 will include:

- Property
- GL/Auto/Public Official/employment practices
- Employee Benefits liability
- Law Enforcement liability
- Cyber liability
- Crime liability
- Fiduciary liability
- Treasurer Bond
- Umbrella
- Workers Compensation

RLI coverage for year May 2017 to May 2018 will include:

- Inland Marine (RLI) - includes statutory and mobile equipment

SUGGESTED MOTION

Recommend the City Council approve the insurance renewal policy and rates with Travelers and RLI at a renewal rate not to exceed \$384,001 for the upcoming coverage year.

BACKGROUND

The Insurance Committee discussed the renewal options at the March 29th meeting. The committee is following up on items that may lower the renewal rate. Any change to the renewal rate will be communicated at the April 17th Council meeting. The City also reviewed Worker's Compensation. The City and Truss's

Safety & Loss control department along with Traveler's Insurance Company's safety department continue to meet and plan out training for City employees. Worker's Compensation is covered on a first dollar basis. This means the insurance policy will provide full coverage for the entire value of a loss without a deductible. Prior to May 2014 the City had a \$10,000 deductible per incident. The City was averaging approximately \$15,000 a year in Worker's Compensation deductibles.

Overall, the renewal represents an increase of \$7,960 or 2.12%. The proposed policy is very similar to the current plan.

The most significant change in premium is the Employment Practices Liability premium which decreased \$7,470 or 40.49% and the Public Entity Management Liability premium which increased \$1,153 or 31.33%. All other rates had less significant fluctuations from the expiring year.

FUNDING SOURCE

The premiums are budgeted in the general fund in 2017 and the renewal amount will be budgeted as part of the 2018 budget process. With coverage starting in May, both budget years will be affected by the renewal amount. The deductible amounts will be taken from insurance reserve fund.

ATTACHMENTS

- Premium Comparison

PREPARED BY:

Lisa Santa Maria, Finance Director

Date: April 3, 2017

City Of Prairie Village Kansas

Premium Comparison

COVERAGE	EXPIRING PREMIUM	RENEWAL PREMIUM	
Property	\$42,488	\$44,320	4.31%
Inland Marine	\$5,759	\$5,874	2.00%
General Liability	\$24,881	\$27,128	9.03%
Employee Benefits Liability	\$381	\$381	—
Law Enforcement Liability	\$35,258	\$41,941	18.95%
Public Entity Mangement Liability	\$3,680	\$4,833	31.33%
Employment Practices Liability	\$18,447	\$10,977	(40.49%)
Automobile – Liability	\$35,936	\$36,870	2.53%
Automobile – Physical Damage	\$16,129	\$15,734	(2.45%)
Cyber Liability	\$3,175	\$3,375	6.37%
Umbrella	\$25,507	\$27,848	9.18%
Crime	\$3,481	\$3,655	5%
Special Crime	Included	Included	—
Fiduciary Liability	\$3,619	\$3,765	4.03%
Total	\$218,741	\$226,701	
Workers' Compensation	\$157,103	\$159,164	
Treasurer Bond – Fielding Jr.	\$197	\$197	
Grand Total	\$376,041	\$384,001	

✓
\$ 7,960
2.12%



ADMINISTRATION

Council Committee Date: April 3, 2017
City Council Meeting Date: April 3, 2017

COU2017-19: Consider approval of a services agreement with BBN Architects for a concept/market study for Village Square/Harmon Park

RECOMMENDATION

Staff recommends a motion to approve a services agreement with BBN Architects for a concept/market study for Village Square/Harmon Park.

BACKGROUND

In 2009, the City Council adopted the Parks & Recreation Master Plan, which guides the future development and enhancement of Prairie Village City parks and recreation programming. This plan was overseen by a Parks Master Plan Committee comprised of two Council Members and five residents. Additionally, there was a purposeful strategy to engage the capture the thoughts of the public through mailed surveys, the design team interacting with visitors at the parks, and a citizen workshop. Since its inception, City Council has been committed to implementing the various recommendations outlined in the Plan, including massive upgrades in the following parks: Franklin (2010), Weltner (2011), McCrum (2014), Bennet and Taliaferro (2015 and 2016), and Porter (2016).

For Harmon and Santa Fe Parks, the Plan identified a number of improvements including: adding eight-foot wide trails around the perimeter of the park and through the interior, skate park improvements, relocating and expanding the play area as a Santa Fe Trail-themed destination playground, incorporating prairie areas along the edges in sweeping bands of grasses, and much more. One specific improvement to the parks was the recommendation to fully develop the amphitheater area, creating a more permanent facility. While the City did resurface the Harmon Tennis Courts in 2014, no additional Parks Master Plan recommendations have been implemented.

The City hosts the annual Prairie Village JazzFest every September, bringing thousands of people together to enjoy an evening of music, artistry, food and drink. As the City continues to strive to be a “destination jazz festival” in Kansas City, there have been discussions to build a permanent amphitheater structure.

Council Member Morehead developed the concept of a "Village Square" and brought this idea to an ad-hoc Economic Development Committee and the Parks & Recreation Committee. The Economic Development Committee recommended allotting \$50,000 to this concept and City Council approved as part of the 2016 budget in the Economic Development Fund.

To oversee the study, the Village Square Committee was formed and comprised of Council Members Morehead, Gallagher, McFadden, and Myers, two Prairie Village residents (Randy

Knight and Jon Birkel), and three City staff members (Quinn Bennion, Keith Bredehoeft, and Alley Williams).

In late November of 2016, the City solicited Requests for Qualifications from firms to conduct the study. Eight responses were received by the December 28 deadline. The Village Square Committee interviewed four of those firms (BBN Architects, Confluence, Plaid Collaborative, and RDG Planning & Design). The Committee voted to move forward with BBN Architects to create a Scope of Services.

The goal of the concept/market study is to utilize and build upon the 2009 Parks Master Plan by analyzing revenue potential, ongoing maintenance, preliminary cost estimates, phasing, and other opportunities.

In conjunction with the Village Square Committee, BBN Architects created a Scope of Services to ensure the goals of the project are realized:

1. **Information Gathering and Needs Assessment:** Utilizing the 2009 Parks Master Plan, the design team will prepare a project area and perform a market assessment that will examine the potential of an outdoor amphitheater.
2. **Site Analysis:** BBN Architects will evaluate the opportunities and constraints of the existing park.
3. **Initial Committees Meeting:** BBN Architects will share their findings with the Village Square Committee and Parks & Recreation Committee as well as solicit feedback.
4. **Operational Aspects and Revenue Potential:** The design team will provide a report on the amphitheater facilities, expense ranges, revenue potential, and management recommendations.
5. **Development of Concepts and Costs:** Based off feedback, the design team will develop two concepts that will note the proposed facilities, support structures, circulations, and other items needed to define the design intent of each concept.
6. **Committees Concept Review Meeting:** BBN Architects will review the two concepts and solicit input from the Village Square Committee and Parks & Recreation Committee.
7. **Resident Meeting with the Desired Concept:** The design team will share the chosen concept with the public. Public Works will facilitate the aspects of the meeting.
8. **Refined Master Plan and Project Phasing:** BBN Architects will prepare a preliminary conceptual amphitheater program document with the intention to be used as a decision-making tool for planning and budgeting purposes.
9. **Draft Master Plan Review Meeting and City Council Presentation of the Final Master Plan:** The design team will prepare a presentation of the process and summary of the plan to share with the Village Square and Parks & Recreation Committees. BBN Architects will make minor revisions as necessary. A final presentation will be given to City Council.

Village Square would transform the underutilized park and green space of Harmon and Santa Fe Parks into a focal point in the heart of the City by offering an array of activity opportunities, connectivity, and intergenerational appeal to the Prairie Village community.

FUNDING

- \$50,000 for Village Square Design (Harmon) in the Economic Development Fund
- Current Capital Infrastructure Program has two projects identified in Harmon Park:
 1. \$127,000 for Harmon Park playground in CIP (2017)
 2. \$350,000 for Harmon Park Skate Park in CIP (2017 & 2018)

ATTACHMENTS

- 2009 Parks Master Plan for Harmon/Santa Fe Parks
- Economic Development Fund Summary
- Request for Qualifications - Concept Design for Harmon and Santa Fe Parks Improvements and an Amphitheater
- Services Agreement with BBN Architects
- Scope of Services and Fee

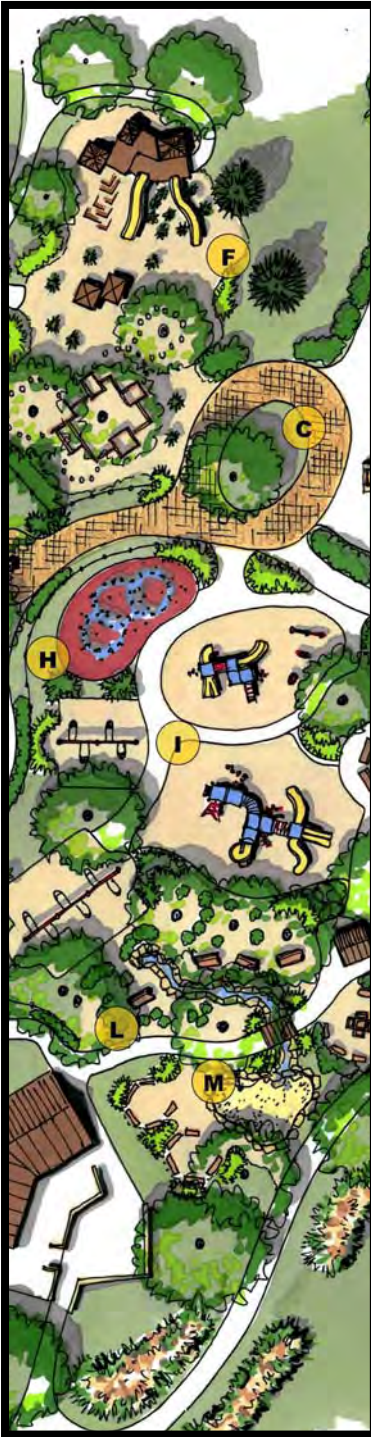
PREPARED BY

Quinn Bennion & Alley Williams

Date: March 29, 2017

PRAIRIE VILLAGE PARKS & RECREATION MASTER PLAN

2009



Individual Park Plans and Details

HARMON & SANTA FE PARKS

HARMON & SANTA FE PARKS

1. Fully develop the amphitheater area, creating a more formal amphitheater facility.
 - Skate park area is designed to serve as a stage, and hill is sloped well for this purpose.
 - Install some casual seating in the form of stone ledges, leaving ample space for blankets and lawn chairs.
 - Add tree plantings along the edges to better define the space and screen parking lot.
 - Add suitable electric service and conduits for sound and lighting control near back-center of seating area.
2. Relocate and expand the play area as a Santa Fe Trail-themed destination playground with play village, themed play areas, nature play environments, and a craft shack.
 - This play environment can complement the historic trail ruts and Santa Fe Shelter and add much needed visitors to this part of the park.
 - Locate between the Harmon Shelter and Santa Fe Shelter, in the area now used for the existing park drive and parking. (See next item for additional recommendations on new parking).
3. Construct a new loop park drive and parking around water tower enclosure.
 - Can gain more parking in this area of the park to serve the many proposed uses, and will also increase casual surveillance of the Santa Fe shelter area.
 - This will mean relocating the practice tennis courts to another location, possibly in the space vacated by the existing play area.
4. Renovate (or replace) large shelter, patio area, restrooms, and grills.
 - Open view to pool complex by removing stone wall on north end.
 - Add seat walls (designed to be “unskateable”) to help define the shelter and add seating options.
 - New restrooms should be larger than the existing facilities to accommodate the large groups and anticipated increase in use of this park.
5. Add new 8’-wide trails around the perimeter of the park and through the interior.
 - Approximate total length: 6,300’, including perimeter and interior trails.
 - Perimeter trail should extend around the municipal complex to Mission Road and along the north border, adjacent to S.M. East High School.
 - The section along Mission Road can be moved farther from the street, among the trees in front of City Hall.
6. Implement improvements to the Pool Complex, including:
 - New bathhouse and concessions.
 - A renovated 50-meter pool, with some consideration to providing an enclosure that can be opened or closed to allow for year-round use.
 - Save space for new features in the future, such as a small lazy river and/or Flo-rider.
7. Enhance the experience of the historic Santa Fe Trail ruts by incorporating prairie areas along the edges in sweeping bands of grasses.
 - Move maple trees to another setting (around amphitheater) to expose area to more sun for benefit of prairie grasses (or similar-looking ornamental grasses).

(cont.)

Individual Park Plans and Details

8. Consider an expansion of the existing Community Center or a construction of a new facility. If the existing center is expanded, consider connecting to the corridor by the Safety Center/City Hall with enclosed walkway over drive, or re-align entry drive between Community Center and Mission Rd.
9. Tennis Area: Replace the existing small structure in the middle of the tennis complex with an open shelter to benefit tournament administration.
10. Install new climbing walls near the skate park (on the walls below the pool) to create additional activities for teens and skate park users.
11. Skate Park improvements:
 - Address cut-through problem from large shelter to skate park, by reconfiguring walks and allowing removal of the chain-link fence.
12. Expand the sculpture garden concept, utilizing the trail system to create a sequence of sculptures throughout the park.
13. Add small ornamental trees along Delmar to increase sense of enclosure on west side.



PRAIRIE VILLAGE PARKS MASTER PLAN **HARMON & SANTA FE PARKS**



EXISTING TENNIS COURTS

EXISTING SKATE PARK

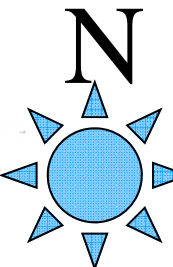
STAGE AREA

E

A

B

N



NEW FEATURES KEY

- A- SHELTER COMPLEX W/ GRILLS & SEAT WALLS
- B- STONE AMPHITHEATER SEATING & ADA ACCESS
- C- DECORATIVE PAVER ACCESS/TURNAROUND & CENTRAL WALK
- D- VEHICULAR DROP-OFF & PLAY AREA ENTRY
- E- NEW PARKING AREAS & DRIVES
- F- FORT WITH HILLSIDE SLIDES & "OUTPOST"
- G- BALANCE BEAMS & POSTS
- H- SPRAY PARK
- I- CLIMBERS, SLIDES, & SWINGS
- J- "TRADING POST" PLAY VILLAGE
- K- SANTA FE TRAIL SIGNAGE (EXISTING), MINI- EVERGREEN FOREST, CRAFT SHACK, & ART AREA
- L- PLAY STREAM, CRAWL-THRU LOGS, & SHRUB MAZE
- M- LOG SEATING CIRCLES & SAND PLAY W/DIGGERS
- N- NEW 8'-WIDE PERIMETER PARK TRAIL
- O- "PRAIRIE GRASS" PLANTINGS AT TRAIL RUTS

EXISTING PARKING

EXISTING WATER TOWER

SANTA FE SHELTER

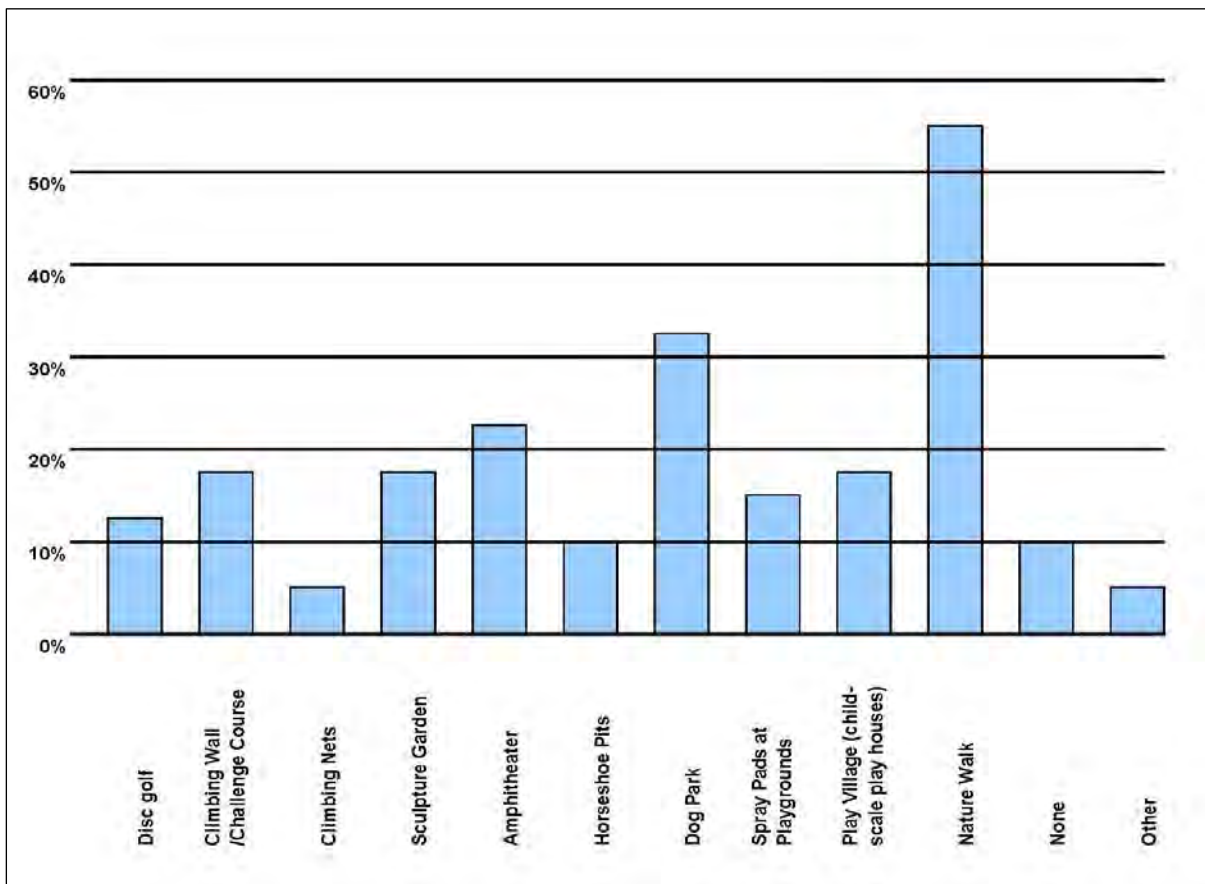
SANTA FE TRAIL RUTS

PRAIRIE VILLAGE PARKS MASTER PLAN
HARMON/SANTA FE PARK
PLAY AREA DETAIL

Please indicate your degree of satisfaction (on a scale of 1-5, with 5 being very satisfied and 1 being very dissatisfied; 0 is don't know) with the following Prairie Village Park Facilities and Programs.

	<u># of Respondents</u>	<u># of Resp. Not "0"</u>	<u>Avg. Score</u>
Franklin Park	620	484	4.46
Prairie Village Pool	560	350	4.35
Porter Park	564	398	4.31
Harmon/Santa Fe Park	531	274	4.27
Feeling of Safety in the Parks	584	493	4.26
Windsor Park	526	254	4.24
Bennett Park	493	149	4.24
Meadowlake Park	517	240	4.17
Prairie Park	478	111	4.17
McCrum Park	503	185	4.03
Pool Programming	486	166	3.98
Current Recreation Programming	479	175	3.73
Weltner (State Line) Park	480	118	3.54

Would you Like to see the City Offer Any of the Following Park Features?



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	<u>13,767</u>	<u>13,747</u>	<u>12,000</u>	<u>16,000</u>
Transfers from Other funds:				
Transfer from General Fund	-	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Sources	13,767	13,747	12,000	16,000
Expenditures:				
Contract Services	66,591	67,833	73,000	70,000
Total Expenditures	<u>66,591</u>	<u>67,833</u>	<u>73,000</u>	<u>70,000</u>
Total Uses	66,591	67,833	73,000	70,000
Sources Over(Under) Uses	<u>(52,824)</u>	<u>(54,086)</u>	<u>(61,000)</u>	<u>(54,000)</u>
Fund Balance @ 12/31	<u>\$ 1,942,029</u>	<u>\$ 1,887,943</u>	<u>\$ 1,818,029</u>	<u>\$ 1,772,943</u>

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 Fund Allocation	
Park Land Acquisition and Improvements	\$1,200,000
Contingency Fund	\$272,943
Exterior Grant Program (3 years - 2017 - 2019)	\$150,000
Mission Road 75th to 83rd Street - aesthetic items	\$100,000
Village Square Design (Harmon)	\$50,000
Total	<u>\$1,772,943</u>

REQUEST FOR QUALIFICATIONS

Concept Design for Harmon and Santa Fe Parks Improvements and an Amphitheater

The City of Prairie Village (pop. 21,447) is seeking proposals from qualified and innovative firms to conduct a concept design for improvements to the City-owned parks of Harmon and Santa Fe (approximately 26 acres) located at 77th and Delmar, next to City Hall. In addition, the City is exploring the possibility of adding a multi-use amphitheater as part of the park improvements.

The City is looking for professionals with experience and expertise having previously provided planning, design, or construction administration for park improvements and an amphitheater. The City invites interested and qualified firms to submit a statement of qualifications that include:

- Discussion of the firm's capabilities;
- Summary of past project experience;
- Resumes of key design personnel that highlights what part of the project the individual will be responsible (e.g. principal in charge, designer, project management, etc.);
- Firm's approach to the process and initial ideas for the project

Qualifications will be accepted at City Hall until 4:00 p.m. on December 28, 2016.

If interested, please submit ten copies of qualifications (no more than 12 pages) to City Hall, City of Prairie Village, 7700 Mission Road, Prairie Village, Kansas 66208, Attn: Alley Williams. Additional information can be found at www.pvkansas.com under Doing Business/Bids and Proposals.

Background

In 2009, the City Council adopted the Parks & Recreation Master Plan (<http://pvkansas.com/city-government/departments/parks-recreation/parks-master-plan>), which guides the future development and enhancement of our City parks and recreation programming. For Harmon and Santa Fe Parks, the Plan identified a number of improvements including: adding eight-foot wide trails around the perimeter of the park and through the interior, skate park improvements, relocating and expanding the play area as a Santa Fe Trail-themed destination playground, incorporating prairie areas along the edges in sweeping bands of grasses, and much more. One specific improvement to the parks was the recommendation to fully develop the amphitheater area, creating a more formal amphitheater facility.

Furthermore, the City hosts the annual Prairie Village JazzFest every September, bringing thousands of people together to enjoy an evening of music, artistry, food and drink. As the City continues to strive to be a "destination jazz festival" in Kansas City, there have been discussions to build a permanent amphitheater structure.

Purpose

Prairie Village is looking to transform the underutilized park and green space into a “Village Square” which would be a focal point in the heart of the City by offering an array of activity opportunities, connectivity, and intergenerational appeal to our community.

Prairie Village envisions a multi-use amphitheater within Village Square that could serve a variety of purposes from “movie nights in the park” with a few hundred residents, to the annual JazzFest hosting over five thousand people. The consultant will be asked to consider a variety of events that currently occur as well as facilitate events that could occur in the future.

The amphitheater will be the first such facility for the City of Prairie Village and is intended to be a signature facility providing a wide range of community activity space. A significant goal of the project will be to develop the amphitheater in such a manner that the development of the structure will complement other park improvements in the vicinity and take into account the many benefits the park property could provide to our community while also being designed and built in such a way as to not negatively affect the neighboring residences.

The City has been considering park improvements to this area since the Parks & Recreation Master Plan was adopted in 2009 and has a continued interest to see a comprehensive plan to make this location a central and popular destination for residents.

Scope

The goal of this project is a site analysis that seeks to determine the feasibility and need of improvements to Harmon and Santa Fe Parks and the addition of an amphitheater. The specific process will be determined during contract negotiation, but at a minimum the scope will include small group interviews of identified stakeholders, elected officials and professional staff, as well as workshops with the community at large. Scope may also include:

- Assessment of the development of Meadowbrook Park in City limits and its impact on Village Square
- Potential programming ideas for the amphitheater to make the facility cost neutral
- Incorporating the renovated skate park design into the overall improvements

The deliverable will be concept plans, preliminary cost estimates, and documents in sufficient detail to communicate the coordinated vision of the Village Square plan to City Council and the public.

Review

Requests for Qualifications will be reviewed by the Village Square Committee (a committee created for this specific project and comprised of Council Members, City staff, and residents). Interviews will also be conducted by the committee. The successful proposal will demonstrate the ability to:

- Manage public processes and presentations;
- Develop creative and innovate uses to attract events and users to the park;
- Be in the most cost effective and functional manner;
- Meet the most current expectation for quality public space and serve a variety of possible markets;
- Be creative, highlighting how the firm would go about this project and why it is important for this location

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

MASTER PLAN FOR HARMON AND SANTA FE PARK

THIS AGREEMENT, made at the Prairie Village, Kansas, this _____ day of _____, _____ by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, and BBN Architects, Inc., a _____ corporation with offices at 411 Nichols Road, Suite 246, Kansas City, MO 64112, hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional design firm to provide services for a concept design for improvements to the City-owned parks of Harmon and Santa Fe (approximately 26 acres) located at 77th and Delmar, next to the municipal offices complex, including the possibility of adding a multi-use amphitheater as part of the park improvements, hereinafter called the “**Project**”,

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

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

1 CITY RESPONSIBILITIES

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

- 1.4 The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- 1.5 The City shall diligently review all submittals presented by the Consultant.

2 CONSULTANT RESPONSIBILITIES

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

3 SCOPE OF CONSULTANT SERVICES

Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to the Project. The scope and timeline for Consultant's services are generally defined below and in more detail in Consultant's proposal attached hereto as Exhibit A.

4 TIME SCHEDULE

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

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

- 4.5 Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services as shown in the attached timeline.

5 COMPENSATION

- 5.1 The City agrees to pay the Consultant as maximum compensation as defined in the proposal letter attached as Exhibit B for the scope of services the following fees:

5.1.1 Total Fees - \$49,914.00

- 5.2 The compensation will be billed by percentage of completion of the defined scope.
- 5.3 The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- 5.4 All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include the percentage of completion for the defined tasks.
- 5.5 The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

6 GENERAL PROVISIONS

- 6.1 **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- 6.2 **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- 6.3 **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses

including attorney's fees arising out of or resulting reuse of the documents. In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

6.4 Insurance:

- 6.4.1 The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$35,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- 6.4.2 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.
- 6.4.3 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- 6.4.4 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

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

partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

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

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

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

City:

City of Prairie Village, Kansas

By:

Laura Wassmer, Mayor

Address for giving notices:

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

Telephone: 913-385-4600

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

BBN ARCHITECTS, INC.

By

Scott Bingham, Principal

Address for giving notices:

411 Nichols Rd.
Suite 246
Kansas City, MO 64112

Telephone: 816-753-2550

APPROVED AS TO FORM BY:

Catherine Logan, City Attorney



INTEGRATING NATURE
AND ARCHITECTURE
BBN
ARCHITECTS
INC

411 NICHOLS ROAD
S U I T E 2 4 6
KANSAS CITY, MO
64112-2033

Phone: 816.753.2550
bbnarchitects.com

228 POYNTZ AVE
MANHATTAN, KS
66502-0102

Phone: 785.776.4912
Fax: 785.776.0944
bbnarchitects.com

Mr. Quinn Bennion
City Administrator
City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208

March 27, 2017

RE: Design Service Proposal for Harmon/Santa Fe Park Master Plan

Mr. Bennion:

BBN Architects is pleased to provide this scope of services and fee proposal for the development of the Harmon/Santa Fe Park Master Plan. Our planning and design team includes professionals from **Ballard*King Associates**, lending their expertise in operational planning and financial feasibility analysis and **The Sextant Group** for their understanding of amphitheater sound and lighting systems.

Please find the following description of our proposed scope of services, anticipated schedule, and proposed fee for your consideration.

Scope of Services

A. Information Gathering and Needs Assessment

The design team will review the past studies provided by the city, particularly the 2009 Master Plan, as a basis for the park amenities desired for the Harmon/Santa Fe Park Master Plan. In the absence of a site survey, the design team will prepare a base map of the project area utilizing the county's mapping system including: aerial photography, boundary information, topography, and available utility information.

Based on the most recent census data provided in the 2009 Master Plan, the design team will perform a market assessment that will examine the potential of an outdoor amphitheater. Comparable facilities within the Kansas City metropolitan area will be considered in determining what scale, available amenities and programming would be required for a viable outdoor amphitheater.

B. Site Analysis

The BBN team will perform on-site reconnaissance and document observations related to the opportunities and constraints of the existing park and produce a site analysis based on the proposed improvements conveyed in the 2009 Master Plan. This analysis will graphically convey the park's assets and liabilities, along with observations on how the site's issues relate to the proposed amenities.

C. Initial Committees Meeting

BBN will facilitate a review meeting to include the appointed Steering Committee and the Prairie Village Parks and Recreation Committee. The key objective of this meeting will be to share the findings from the previous two tasks. The BBN team will solicit feedback from the group on these findings and lead a discussion on how best to implement the “Village Square” concept.

BBN will organize the input received during the meeting and share the results with the two committees. The committees will then have an opportunity to respond to the summary so that a clear direction on the desired approach to the concept development will be established.

D. Operational Aspects & Revenue Potential

To address the operational aspects and revenue potential of the amphitheater, the design team will provide a report on the amphitheater facilities, expense ranges, revenue potential, and management recommendations. The overall recommendations will be developed in conjunction with the master plan’s phasing plan. Additional information from the city will be required including organization charts (specific to parks), the city’s definition of a “cost neutral” operation, part-time staff rates of compensation, full-time staff rates of compensation, and programming goals for future facilities.

E. Development of Concepts and Costs

The design team will develop two concepts that address the feedback provided from the Initial Meeting With the Committees and respond to the unique demands of the site. These graphic plans will be conceptual in nature, showing the proposed elements and their relationship to each other and the site’s characteristics. Each plan will note the proposed facilities, support structures, circulation and other items needed to clearly define the design intent of each concept. An order of magnitude estimate of construction cost will accompany each concept.

F. Committees Concept Review Meeting

BBN will lead a concept review meeting with the Steering Committee, reviewing the two concepts and soliciting input with the expectation that a direction will be determined for the master plan design at the conclusion of the meeting.

G. Resident Meeting with the Desired Concept

Based on the direction given at the Concept Review Meeting, BBN will produce a desired concept for the park’s design. A color illustrated site plan will be prepared, depicting the proposed amenities within the context of the existing park. BBN will present this plan at a Resident Meeting, but it is assumed that Prairie Village will facilitate all the other aspects of the Resident Meeting.

H. Refined Master Plan and Project Phasing

BBN will make any minor refinements necessitated from the feedback given at the Resident Meeting and supplement it with supporting images and/or sketches to help convey the design intent. Also included will be a preliminary conceptual amphitheater program document with narrative descriptions of the basis of design for configuration and sizing of performance and audience areas, support spaces, lighting, and audiovisual systems, and a discussion of relevant technology trends. The program is intended to be used as a decision-making tool for planning and budgeting purposes and will not identify specific manufacturers, makes or model numbers.

A preliminary statement of probable construction cost will be prepared by BBN for the master plan. With the city's guidance on reasonable requests for annual capital improvements, the design team will suggest a phasing plan that reflects the park improvements in their priority ranking and most logical construction sequence.

I. Draft Master Plan Review Meeting and City Council Presentation of the Final Master Plan

BBN will prepare a draft Power Point Presentation of the master plan that will explain the planning process and will include an illustrative site plan, supporting images/graphics and a summary of anticipated phasing and costs. This presentation will be shared with the Parks and Recreation Committee and the Steering Committee at a combined meeting. It is anticipated that minor revisions to the draft may be required following this presentation. BBN will make those final revisions prior to the City Council presentation and prepare the executive summary of the master plan for distribution to the city in digital format. The final Power Point Presentation of the master plan will be presented to the City Council.

Project Schedule

The attached timeline identifies the scope items listed above and their anticipated duration. Time periods noted are pending availability of committee members and council schedule.

Master Plan Project Fee

BBN proposes an hourly not to exceed fee of \$49,914.00 for the scope of services described above. A modest allowance for in-house printing is included in the fee, with the assumption that the distribution of the documents will be done electronically. Our out-of-town consultants will participate remotely in the design process. Please refer to the attached fee summary outlining the man hours and fees for each task.

We look forward to working with you and other representatives of the city on this project. Should you have any questions or require additional information please contact me.

Sincerely,



Scott Bingham, ASLA, PLA, LEED AP, Principal
BBN ARCHITECTS INC.
sbingham@bbnarchitects.com

Attachments: Fee Summary
Timeline

2018 CIP BUDGET DISCUSSION #1 – 4/3/2017

2018 Public Works CIP



Recommended Program - Parks

PROJECT DESCRIPTION	AMOUNT IN RESERVE	2017 EXPENDITURES	2018 EXPENDITURES	2019 EXPENDITURES	2020 EXPENDITURES	2021 EXPENDITURES	PROJECT TOTAL
PARK							
Park Infrastructure Reserve	\$ 173,068.08	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 130,000.00	\$ 130,000.00	\$ 793,068.08
Franklin Park			\$ 120,000.00				\$ 120,000.00
Porter Park			\$ 80,000.00	\$ 100,000.00			\$ 180,000.00
Pool Pipe Repair		\$ 100,000.00					\$ 100,000.00
McCrum Tennis Court		\$ 100,000.00					\$ 100,000.00
Tomahawk Trail		\$ 350,000.00					\$ 350,000.00
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
<hr/>							
PARK TOTAL PER YEAR	\$ 173,068.08	\$ 827,000.00	\$ 690,000.00	\$ 470,000.00	\$ 130,000.00	\$ 130,000.00	\$ 2,420,068.08



Recommended Program - Drainage

PROJECT DESCRIPTION	AMOUNT IN RESERVE	2017 EXPENDITURES	2018 EXPENDITURES	2019 EXPENDITURES	2020 EXPENDITURES	2021 EXPENDITURES	PROJECT TOTAL
DRAINAGE							
Water Discharge Program	\$ 22,934.87						\$ 22,934.87
Delmar & Fontana Drainage (SMAC)		\$ 1,011,161.30					\$ 1,011,161.30
Delmar & Fontana Warning System		\$ 150,000.00					\$ 150,000.00
Reinhardt Drainage Project (SMAC)							\$ -
Drainage Repair Program		\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 4,500,000.00
DRAINAGE TOTAL PER YEAR	\$ 22,934.87	\$ 2,061,161.30	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 5,684,096.17



Recommended Program - Streets

PROJECT DESCRIPTION	AMOUNT IN RESERVE	2017 EXPENDITURES	2018 EXPENDITURES	2019 EXPENDITURES	2020 EXPENDITURES	2021 EXPENDITURES	PROJECT TOTAL
STREETS							
Traffic Calming Program	\$ 25,000.00						\$ 50,000.00
Paving Program		\$ 2,345,000.00	\$ 2,264,500.00	\$ 2,495,500.00	\$ 3,404,000.00	\$ 3,295,000.00	\$13,749,000.00
UBAS Overlay		\$ 400,000.00		\$ 400,000.00		\$ 400,000.00	\$ 1,200,000.00
Mission Rd - 75th St to 84th Ter (CARS)		\$ 2,518,000.00					\$ 2,518,000.00
Roe Ave - 67th St to 75th St (CARS)		\$ 75,000.00	\$ 1,672,000.00				\$ 1,747,000.00
Mission Rd - 84th Ter to 95th St (CARS)		\$ 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)			\$ 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	\$ 410,000.00	\$ 485,000.00
2022 CARS Project						\$ 75,000.00	\$ 75,000.00
STREET TOTAL PER YEAR	\$ 25,000.00	\$ 5,413,000.00	\$ 4,744,500.00	\$ 4,299,500.00	\$ 4,471,000.00	\$ 4,180,000.00	\$ 23,103,000.00



Recommended Program - Buildings

PROJECT DESCRIPTION	AMOUNT IN RESERVE	2017 EXPENDITURES	2018 EXPENDITURES	2019 EXPENDITURES	2020 EXPENDITURES	2021 EXPENDITURES	PROJECT TOTAL
BUILDING							
Building Reserve	\$ -	\$ 23,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 223,000.00
City Hall Roof Repairs and Siding		\$ 149,925.00					\$ 149,925.00
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	\$ -	\$ 274,925.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 474,925.00



Recommended Program - Other

PROJECT DESCRIPTION	AMOUNT IN RESERVE	2017 EXPENDITURES	2018 EXPENDITURES	2019 EXPENDITURES	2020 EXPENDITURES	2021 EXPENDITURES	PROJECT TOTAL
OTHER							
ADA Compliance Program	\$ 33,471.23	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 158,471.23
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					\$ 70,000.00
Street Light Replacement (OP)		\$ 100,000.00					\$ 100,000.00
Landscape Node & Public Art							
SIDEWALK & CURB TOTAL PER YEAR	\$ 33,471.23	\$ 895,000.00	\$ 725,000.00	\$ 725,000.00	\$ 725,000.00	\$ 725,000.00	\$ 3,828,471.23

PARKS CIP PRESENTATION 2018-2022

Parks and Recreation Committee

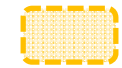
Parks and Rec Committee Recommendation

ITEM		PROJECT COST
WINDSOR PARK		
	New shelter & Swing Sets (switch locations/trail)	\$165,000.00
	Trail (expansion around tennis courts)	\$15,000.00
	Resurface tennis courts	\$60,000.00
	Permanent restroom	\$240,000.00
TALIAFERRO PARK		
	Permanent restroom	\$230,000.00
	Shelter renovation	\$160,000.00
	Repair Damage to Retaining Wall	\$20,000.00
PORTER PARK		
2019	Permanent restroom	\$240,000.00
FRANKLIN PARK		
	Playset	\$120,000.00
HARMON PARK		
	New all inclusive play set (tree house theme?)	\$575,000.00
2019	SKATE PARK	\$350,000.00
TOTAL PROJECTS		\$2,175,000.00
TOTAL OF CURRENTLY PROGRAMMED PROJECTS		\$590,000.00
TOTAL OF NEW PROJECTS		\$1,585,000.00
NEW PROGRAM PER YEAR (17-22)		\$264,166.67

Windsor Park—Existing Conditions



Windsor Park – 2018-22 CIP Plan Play Area Detail



COMPLETED
2016

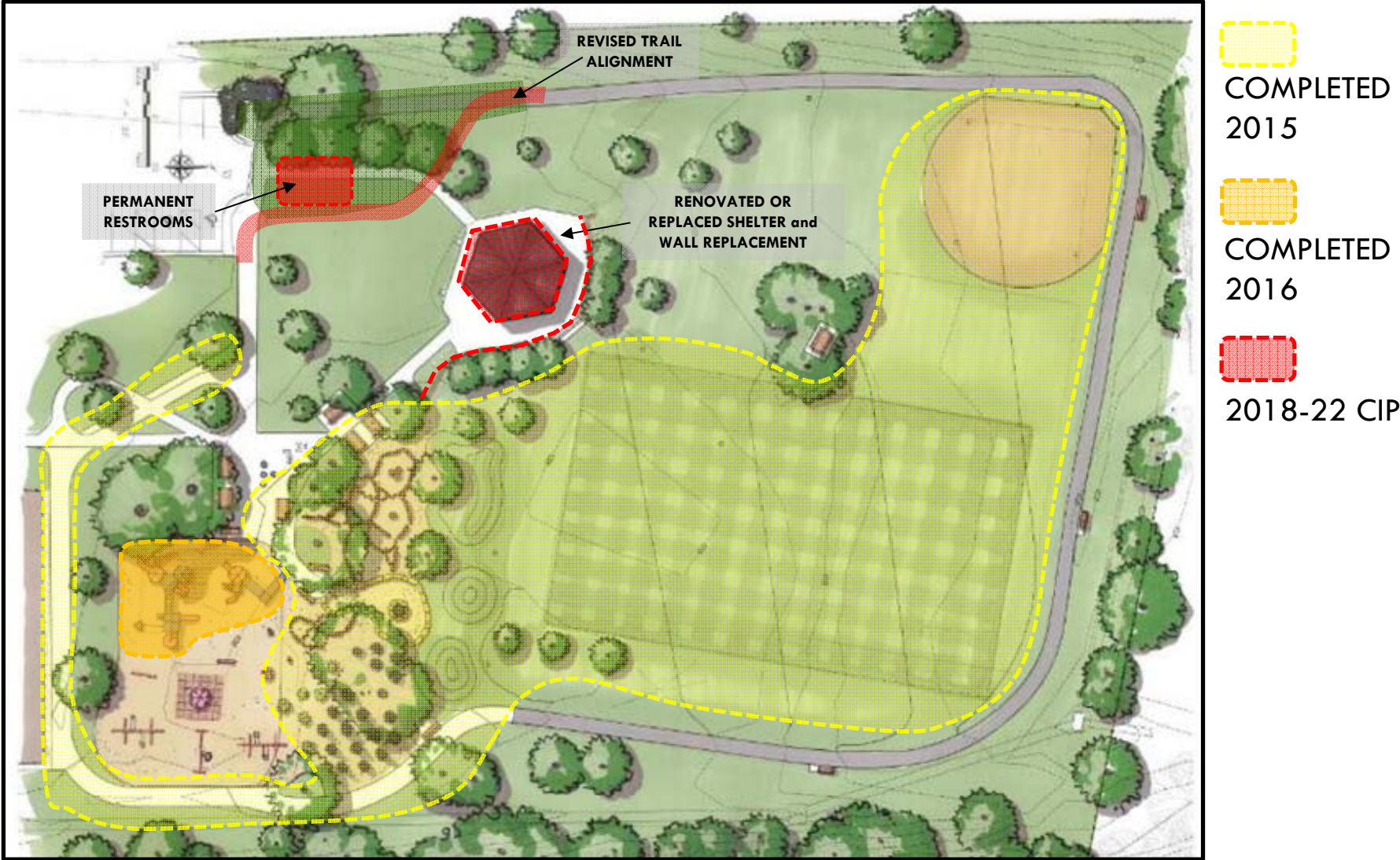


2018-22 CIP

Taliaferro—Existing Conditions



Taliaferro Park – 2018-22 CIP Plan



Porter Park—Existing Conditions



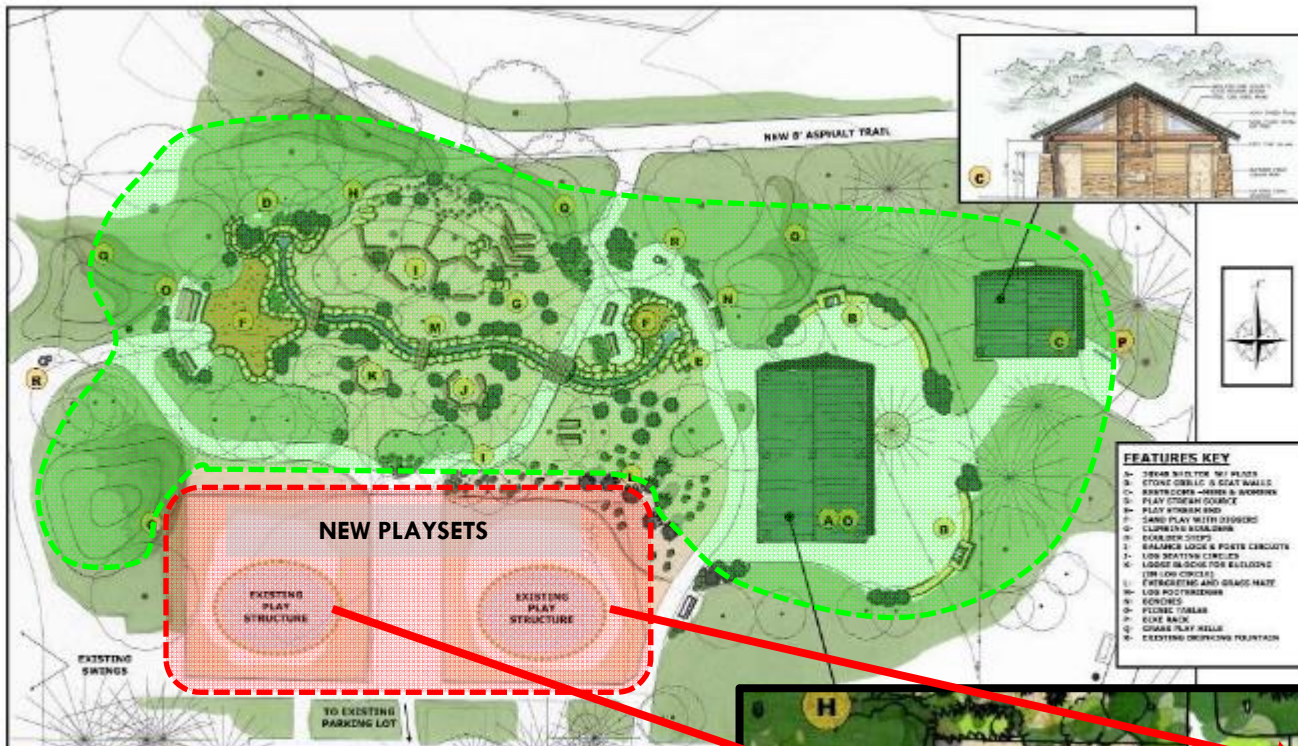
Porter Park—Play Area Detail for 2018-22 CIP



Franklin Park – Existing Conditions



Franklin Park – 2018-22 CIP Plan



COMPLETED
2010



2018-22 CIP

- FEATURES KEY**
- A- 2000 SHELTER W/ WOOD
 - B- STONE GIBBIC & GYAT WALLS
 - C- RESTROOM - MEN & WOMEN
 - D- PLAY TOYAN OSCRYC
 - E- PLAY W/ WOOD END
 - F- SAND PLAY WITH DESIGN
 - G- CLUMBY & SCALDRA
 - H- ROCKER CHIPS
 - I- BALANCE LOGS & POSTS CIRCUITS
 - J- LOW SWAYING CIRCLES
 - K- LOGS & LOGS FOR SLEDDING
 - L- (IN LOW CIRCLES)
 - M- FINGERING AND GRASP MATS
 - N- LOW ROCKERS
 - O- BENCHES
 - P- FLORIC TABLE
 - Q- ELK BACK
 - R- SQUARE PLAY HILLS
 - S- EXISTING DRINKING FOUNTAIN

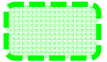
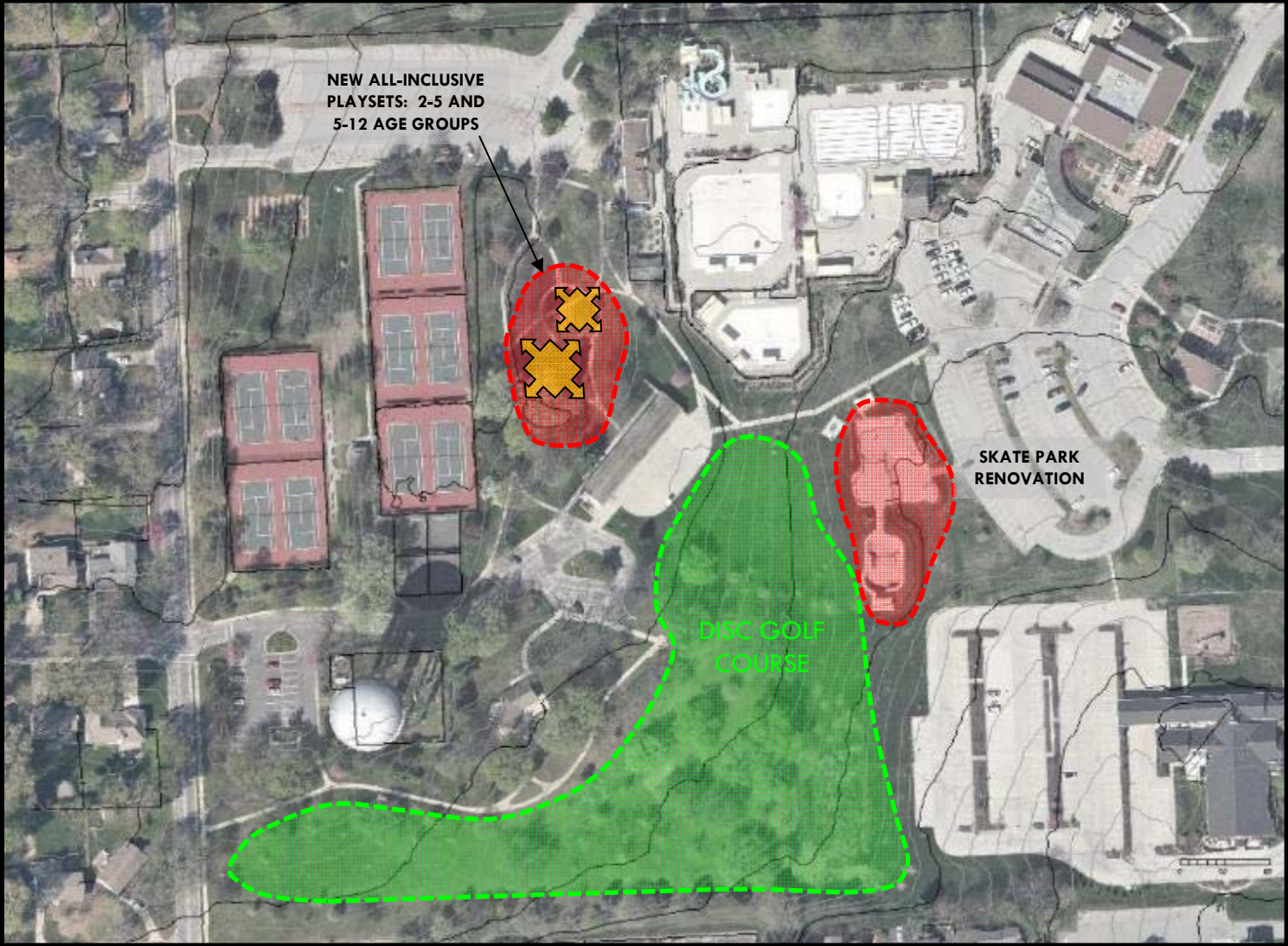
 **FRANKLIN PARK 2010 IMPROVEMENT PROJECT**
CENTRAL AREA IMPROVEMENTS WITH
NEW SHELTER , RESTROOM, AND NATURE PLAY ADDITIONS



Harmon Park—Existing Conditions



Harmon Park – 2018-22 CIP Plan



COMPLETED
2014



2018-22 CIP

North Park (67th & Roe)

CONCEPT PLAN



North Park (67th & Roe)

POSSIBLE FUNDING SCENARIO

Total Park Construction Cost* \$1,000,000

Funding Source 1:

Funds from LED Streetlight Bond Approximately \$ 400,000

Funding Source 2:

Public Safety Sales Tax (2017) \$ 233,000
(2018) \$ 400,000

Funding Source 3 :

Kansas Department of Wildlife, Parks, and Tourism Grant \$Application

Total funding \$1,033,000 plus KDWP Grant

This funding Scenario has no direct impact to the current or planned City Budget.

*This project cost does not include land acquisition or building removal. These costs are covered by the Economic Development Fund.



ADMINISTRATION

Council Meeting Date: March 20, 2017
April 3, 2017

Consider Draft Amendments to Chapter XV - Utilities, Article 1-3.

BACKGROUND

The majority of ordinances in Chapter XV are specific to Solid Waste and it would appear the last comprehensive review/revision occurred in 1973. The City entered into a comprehensive contractual agreement with Republic Services and many existing ordinances are no longer needed since they are comprehensively outlined in the current Residential Solid Waste & Recycling Services Agreement with Republic Services.

Staff has been working with the City Attorney to determine what existing ordinances are now specified by contractual agreement in relation to existing ordinances and what regulatory ordinances are still needed. At this juncture of revision, the attached amendments are still considered “work-in-progress.” Council input on any draft amendments is welcome; however, the specific direction or thoughts Staff is seeking at this stage of revision pertains to screening requirements for: residential trash/recycling carts, storage pods and commercial containers for glass, clothing, recyclables, etc. The current ordinance (15-320) states, “All Residential and Commercial solid waste containers shall be stored upon private property....and shall be screened or otherwise located so as to not be in the view of persons using public streets or walkways.” The ordinance does not address screening requirements for commercial storage pods or recyclables.

The residential screening requirement has been challenging to enforce with numerous violations identified throughout the city. During city-wide code violation sweeps, code enforcement officers issued the following violation notices for failure to screen:

Homes north of West 75 Street: 957 initial violations with 892 now corrected.

Homes south of West 75 Street: 398 initial violations with 256 now corrected.

Attachment

- Draft Amendments to Chapter XV - Utilities, Article 1-3
- Strikethrough Version of Draft Amendments also included for comparison

PREPARED BY

Wes Jordan
Assistant City Administrator
Date: March 16, 2017

CHAPTER XV. UTILITIES

- Article 1. Sewers
- Article 2. Solid Waste

FORMER ARTICLE 1 – GENERAL PROVISIONS CREATING PUBLIC WORKS DEPARTMENT DELETED BECAUSE NOW COVERED BY LATER ADOPTED 1-316 AND 1-317

ARTICLE 1. SEWERS

- 15-101. SANITARY CODE; ADOPTED. The Johnson County Environmental Sanitary Code, 2004 Edition, as published by the Board of County Commissioners of Johnson County, Kansas, 111 South Cherry Street, Olathe, Kansas, 66061, is hereby adopted by reference made a part of this Article as fully as if set forth herein.

- 15-102. SAME; MARKED COPIES ON FILE. At least three copies of the code adopted by reference in section 15-101 of this Article shall be kept on file in the office of the City Clerk, to which there shall be attached a copy of the incorporating ordinance, shall be marked or stamped "Official Copies as Incorporated by Ordinance No. _____" with all sections or portions thereof intended to be omitted clearly marked to show any deletion or changes adopted by the Governing Body. These copies shall be made available to the public at all reasonable hours. The police department, municipal judges and all administrative departments of the City who are charged with the enforcement of the code adopted by this Article shall be supplied, at the cost of the City, such number of official copies as may be deemed expedient. [previous version of JOCO Env Sanitary Code incorporated by reference was 1994, incorporated by Ord 1877. UPDATE TO 2004 EDITION TO BE ADOPTED BY ORDINANCE]

- 15-103. ADMINISTRATION AND PROSECUTION.
 - (a) The director of the Johnson County, Kansas, environmental department and/or his or her designees, shall have the primary authority and responsibility for the administration of this code.
 - (b) The Johnson County, Kansas, County Counselor shall have the authority to prosecute all violations of this Article. Prosecution shall be in accordance with the Johnson County Kansas, Code for Prosecution and Enforcement, Resolution No. 116-88 or any amendments or subsequent enactments and shall be commenced in the County codes section of the District Court of Johnson County, Kansas.

ARTICLE 2. SOLID WASTE

- 15-201. DEFINITIONS. For the purposes of this Article, the following terms, phrases, words and their derivation, whether or not capitalized, shall have the meanings given in this section:
- (a) Agricultural Waste -- Solid waste resulting from the production of farm or agricultural products.
 - (b) Approved Container -- Solid waste container, recycling container or container for storage and collection of yard waste or compostables approved by the director and that meets the minimum specifications set forth in Section 15-204.
 - (c) Bulk Items -- Items either too large or too heavy to be loaded in solid waste collection vehicles with safety and convenience by haulers, with the equipment available therefor, including but not limited to appliances, furniture, large auto parts or trees.
 - (d) Collection -- The removal and transportation of solid waste from its place of storage to its place of processing or disposal.
 - (e) Commercial Solid Waste -- Solid waste resulting from the operation of any commercial, industrial, institutional or agricultural establishment and multiple housing facilities with four or more dwelling units.
 - (f) Compostables -- All forms of botanical waste, including yard waste.
 - (g) Compost Pile -- A mixture created by the owner or tenant in possession of residential premises consisting of yard waste, dirt and other organic matter permitted under the terms of this Article. Such compost piles are stored in an enclosure and planned and properly developed pursuant to the terms of this Article for the intent of salvaging organic materials for gardening purposes.
 - (h) Compost Plant -- A facility where yard waste or other compostable materials are consolidated and progressively decomposed or otherwise processed as required by applicable laws and regulations.
 - (i) Construction and Demolition Waste -- Waste building material and rubble resulting from construction, remodeling or repair operations on houses, commercial buildings, other structures and pavements.
 - (j) County -- Johnson County, Kansas.
 - (k) County Solid Waste Management Plan -- The plan approved by the Department and adopted by the County for the purpose of governing solid waste management in the County, and which is entitled and sometime referred to as the *Johnson County Code of Regulations for Solid Waste Management, 2010 Edition* (as may be amended from time to time).
 - (l) Department -- The Kansas Department of Health and Environment.
 - (m) Director -- The director of solid waste management for the City, appointed by the Mayor and approved by the Governing Body of the City, to administer the storage and collection and of solid waste in the City in accordance with this Article, or in the event that a regular City officer is designated by the Mayor and approved by the City Council as the responsible officer for the administration and enforcement thereof, the person duly holding such City office shall be director of the solid waste management.
 - (n) Disease vector -- Rodents, flies, mosquitos, or other pests capable of transmitting disease to humans.

(o) Disposal --The discharge, deposit, injection, dumping, spilling, leaking or placing of any solid waste into or on any land or water so that such solid waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any water including groundwater.

(p) Dwelling Unit -- Any room or group of rooms located within a structure and forming a single habitable unit with facilities which are used or are intended to be used, for living, sleeping, cooking and eating.

(q) Garbage -- The animal and vegetable waste resulting from the handling, processing, storage, packaging, preparation, sale, cooking and serving of meat, product and other foods, including unclean containers.

(r) Hauler -- Any person, public or private, engaged in the collection of solid waste.

(s) Hazardous Waste -- Solid and liquid materials which require special handling and disposal to protect and conserve the environment and human health including pesticides, acids, caustics, pathological materials, radioactive materials, flammable or explosive materials, oils and solvents and similar organic and inorganic chemicals and materials, containers and materials that have been contaminated with hazardous materials. Hazardous waste shall include those materials determined to be hazardous waste as specified by the Department.

(t) Mixed Refuse -- A mixture of refuse containing putrescible and nonputrescible materials.

(u) Nuisance -- Anything which (1) is injurious to health or is offensive to the senses or is an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property, and (2) affects at the same time an entire community or neighborhood or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal, and (3) occurs during or as a result of the storage, collection or disposal of solid waste.

(v) Occupant -- Any person who, alone or jointly or severally with others, shall be in actual possession of any dwelling unit or any other improved real property, either as an owner, guest or as a tenant, either with or without the consent of the owner thereof.

(w) Owner -- Any person who, alone or jointly or severally with others, has legal title to, or sufficient proprietary interest in, or has charge, care or control of any dwelling unit or any other interest in, or property, as title holder, as employee or agent of the title holder, or as landlord or manager or as trustee or guardian of the estate or person of the title holder.

(x) Person -- An individual, partnership, co-partnership, firm, company, public or private corporation, association, joint stock company, trust, estate, political subdivision or any agency, board, environmental department or bureau of the state or federal government or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

(y) Processing -- Incinerating, compacting, bailing, shredding, salvaging, and other processes whereby solid waste characteristics are modified or solid waste quantity is reduced.

(z) Putrescible Wastes -- Solid waste that contains organic matter capable of being decomposed by microorganisms and that is capable of attracting or providing food for birds and disease vectors.

- (aa) Recyclables -- Materials that will be used or reused, or prepared for use or reuse, as an ingredient in an industrial process to make a product, or as an effective substitute for a commercial product. recyclables includes, but is not limited to paper, glass, plastic, and metal, but does not include yard waste.
- (bb) Recycling Container -- A container designed and manufactured specifically for the storage and collection of recyclables.
- (cc) Refuse -- Unwanted or discarded material resulting from residential, commercial, industrial, and agricultural operations and from normal community activities. Refuse includes in part the following: garbage, rubbish, ashes, and other residue after burning, street refuse, dead animals, animal waste, junked or abandoned motor vehicles, agricultural, commercial, and industrial wastes, Construction and Demolition Wastes, and wastewater treatment residue.
- (dd) Residential Solid Waste -- Solid waste resulting from the maintenance and operating of dwelling units. The term residential solid waste includes those items approved by the Director to be treated as recyclable under the terms of this Article and the provisions of this Article shall apply to such recyclables, where applicable in addition to any provisions contained in this Article specifically dealing with recyclables.
- (ee) Rubbish -- Nonputrescible solid wastes consisting of combustible and/or noncombustible waste materials from: dwelling units, commercial, industrial, institutional and agricultural establishments, including yard waste and items commonly referred as trash.
- (ff) Solid Waste -- Unwanted or discarded waste materials in a solid or semi-liquid state, including but not limited to refuse, garbage, ashes, street refuse, rubbish, dead animals, animal and agricultural wastes, yard waste, discarded appliances, special wastes, industrial wastes, demolition and construction waste and digested sludges resulting from the treatment of domestic sewage or a combination thereof. The term solid waste includes, for purposes of the provisions of this Article, those items approved by the Director to be treated as recyclable and the provisions of this Article shall apply, where applicable, to such recyclables in addition to any specific provisions contained in this Article pertaining to the collection of recyclables, but does not include materials defined as hazardous waste under the terms of this Article.
- (gg) Solid Waste Container -- A container designed and manufactured specifically for the storage and collection of solid waste, including recycling containers.
- (hh) Storage -- Keeping, maintaining or storing solid waste from the time of its production until the time of its collection.
- (ii) Yard Waste -- All forms of botanical waste, including but not limited to grass clippings, leaves, tree trimmings and garden wastes.

15-202. DIRECTOR; APPOINTMENT AND DUTIES.

- (a) The Mayor of the City shall, with the approval of the City Council, appoint a director of solid waste management as defined in section 15-201(m).
- (b) The Director shall administer the storage, collection and transportation of solid waste in the City as provided by this Article and further, shall be the principal enforcement officer of this Article.

15-203. STORAGE.

- (a) The owner or occupant of every dwelling unit and of every institutional, commercial or business, industrial or agricultural establishment producing solid waste within the corporate limits of the City shall store solid waste in accordance with this Article.
- (b) Residential solid waste shall be stored upon the residential premises.
- (c) Commercial solid waste shall be stored upon private property, unless the owner shall have been granted written permission from the City to use public property for such purposes. The storage sites shall be well drained, fully accessible to collection equipment, public health personnel and fire inspection personnel.
- (d) All storage areas shall be screened or otherwise located so as to not be in the view of persons using public streets or walkways, except when placed in position for pickup.
- (e) Solid waste shall:
 - (1) be stored in approved containers, other than bulk items, agricultural solid waste, or as otherwise required under this Article;
 - (2) not be stored in a manner allowed to attract, provide shelter, or create a breeding place for disease vectors;
 - (3) not be stored in a manner which will create a fire, health or safety hazard;
 - (4) not be stored in an unreasonably unsightly manner;
 - (5) not be stored in a manner which will cause offensive odors off-site; or
 - (6) be allowed to remain uncovered in the rain or snow except for bulk items and agricultural solid waste.

15-204. APPROVED CONTAINERS

- (a) The minimum standards for approved containers for the storage of garbage, putrescible wastes and mixed refuse shall be one of the following:
 - (1) Rigid containers that are durable, rust resistant, nonabsorbent, water tight, and rodent proof. The container shall be easily cleaned, fixed with close-fitting lids, fly-tight covers, and provided with suitable handles or bails to facilitate handling;
 - (2) Rigid containers equipped with disposable liners made of reinforced kraft paper or polyethylene or other similar material designed for storage of garbage;
 - (3) Nonrigid disposable bags designed for storage of garbage. The bag shall be provided with a wallhung or free standing holder which supports and seals the bag; prevents insects, rodents, and animals from access to the contents; and prevents rain and snow from falling into the bag; or
 - (4) Other types of containers meeting the requirements of KDHE regulations and that are acceptable to the hauler.
- (b) Recyclables shall be stored in recycling containers.
- (c) Yard waste shall be stored in a container suitable for composting or such other containers as approved by the Director, or shall be appropriately bundled and tied.
- (d) The Director has the authority to collect and dispose of or order the collection and disposal of any nonconforming container and its contents with or without notice to the owner thereof.

15-205. COLLECTION; RESIDENTIAL.

- (a) The City shall provide for the collection of all residential solid waste and residential recyclables and residential yard waste in the City. The City may provide for the collection service by contracting with a hauler for the benefit of the entire City, or portion thereof, as deemed to be in the best interest of the City and its inhabitants.
- (b) Collection of residential solid waste shall be weekly and collection of residential recyclables and yard waste shall be at least as frequently as required by the County Solid Waste Management Plan.
- (c) The Director may, after obtaining the approval of the Governing Body of the City, after specific application has been made to the Director, exempt dwelling units within a homeowners association from City solid waste, recycling and yard waste collection services, provided such exemption will be approved only if the applicant demonstrates to the Director and the Governing Body that all dwelling units included in the application for exemption are provided with solid waste, recycling and yard waste collection services by a City licensed hauler at a standard equal to or higher than that provided by the City and required by this Article, the County Solid Waste Management Plan, and Department regulations governing solid waste.
- (d) Any homeowners association which applies for an exemption pursuant to subsection (c) of this section shall provide to the Director a list of names and addresses of those owners of homes for which it will provide solid waste, recycling and yard waste collection services. Once an exemption has been granted by the Director and the Governing Body to such home owners association, it shall be required to continue to provide the solid waste, recycling collection and yard waste collection services to all homes included on the list submitted to the Director throughout the contract year.
- (e) The Director is authorized, after obtaining the approval of the Governing Body of the City, to exempt individuals from City-provided solid waste and recycling collection services in cases where mandatory City service would create a medical or financial hardship to the resident, provided that such individual satisfies the Director that adequate provisions have been made for the disposal of their solid waste and recyclables in a manner that does not constitute a nuisance or health hazard inconsistent with the ordinances of the City pertaining to health and sanitation and the statutes of the state, and the terms and conditions of this Article can otherwise be met by such resident.

15-206. COLLECTION; NONRESIDENTIAL.

- (a) The City will not provide solid waste collection services for commercial solid waste.
- (b) All commercial solid waste, commercial recyclables and commercial yard waste shall be stored in accordance with this Article and collected by a City licensed hauler at least once weekly or at more frequent intervals as may be fixed by the Director upon a determination that more frequent intervals are necessary for the preservation of the health and/or safety of the public and general appearance of the area.
- (c) The regulatory and penalty provisions of this Article shall apply to the nonresidential properties and it shall be the duty of the owner to provide for collection of all solid waste, recyclables and yard waste produced upon all such premises at a standard at least equal to that prescribed by this Article.

15-207. HAULER LICENSE AND VEHICLE PERMIT REQUIREMENTS.

- (a) No Person shall engage in the business of the collection of solid waste, recyclables or yard waste within the City without first obtaining a hauler license and a separate hauler vehicle permit for each collection or transportation vehicle to be operated within the City.
- (b) Applications for hauler licenses and hauler vehicle permits shall be made on forms approved by the Director, and the information to be provided by the hauler shall include, (1) the addresses of all collection locations to be served, (2) the nature of the collection service to be conducted (storage, collection of solid waste, recyclables or yard waste); (3) the characteristics of the solid waste, recyclables or yard waste to be collected and transported; (4) the number of solid waste, recycling collection or yard waste collection vehicles and pieces of equipment to be operated in the City; (5) the precise location or locations of solid waste processing or disposal site(s), reclamation center(s), recycling plant(s) or compost plant(s) to be used; and (6) such other information as may be required by the Director.
- (c) The hauler and hauler vehicle permit fee schedule shall be as approved by the Governing Body, and those fees shall be paid in full upon application.
- (d) No hauler or hauler vehicle permit shall be issued to any person who has not first obtained any necessary or applicable license or permit from the County in accordance with the County Solid Waste Management Plan. In addition, the expiration, revocation or other termination of any such County license or permit shall have the effect of terminating any hauler or hauler vehicle permit provided for herein.
- (e) The license and permits issued to a contractor shall be issued for the period of one year and must be renewed annually. The Director may revoke any license or permit if a hauler fails to comply with the requirements of the hauler's license and Permit or otherwise fails to comply with the requirements of this Article, the County Solid Waste Management Plan, Department regulations or federal or state law.

15-208. SAME; NON-ISSUANCE, APPEAL, HEARING.

- (a) If the application shows that the applicant will collect and transport solid waste without hazard to the public health or damage to the environment and in conformity with the County Solid Waste Management Plan, Department regulations, the laws of the State of Kansas and this Article, the City shall issue the license and permits authorized by this Article. If such showing is not made by the applicant, the Director shall disapprove the application and the City Clerk shall not issue the license and/or permit(s). If the Director disapproves any application, he or she shall give the reasons therefore in writing, file the same with the City Clerk and mail a copy to the applicant. The applicant may appeal such disapproval by filing a written notice thereof with the City Clerk within 15 days after the Director files his or her statement of reasons for the disapproval.
- (b) A hearing on such appeal shall be held by the Governing Body of the City no more than 30 days after the applicant files such notice of appeal. The Governing Body, after a hearing, may by a majority vote reverse or affirm the decision of the Director.
- (c) Nothing in this section shall prejudice the right of the applicant to reapply at a later date for a license and/or permit(s).

- 15-209. PERMIT; NOT REQUIRED WHEN. Permits shall not be required for vehicles for the removal, hauling or disposal of demolition or construction wastes; however, all such wastes shall be conveyed in tight vehicles, trucks or receptacles, so constructed and maintained to prevent the material being transported from spilling upon the public highways.
- 15-210. LICENSE; PERMIT; INSURANCE REQUIRED FOR ISSUANCE. Before a valid license and permit(s) shall be issued by the City, the applicant must furnish the City a certificate of insurance showing a minimum general liability insurance coverage of at least \$1,000,000 per occurrence for bodily injury and property damage, \$2,000,000 annual aggregate per occurrence. The certificates of insurance shall provide that In the event the insurance is canceled during the term of the license and permit(s), the insurance carrier shall notify the City in writing no less than 10 days prior to the effective date of such cancellation, and further, the insurance policy shall contain written provision which shall place the responsibility for the 10 day written notice upon the company issuing the policy in order that the coverage be considered proper.
- 15-211. RULES AND REGULATIONS PROMULGATION.
- (a) The Director, by and with the consent of the Governing Body of the City, may define and promulgate rules and regulations governing the solid waste management system, which rules and regulations shall be filed in the office of the City Clerk. The rules and regulations shall include, but not be limited to:
- (1) Time and day schedules of, and routes for, collection of solid waste, except as prohibited by this Article;
 - (2) Specifications for solid waste and yard waste containers, including the type, material and size thereof;
 - (3) Identification of solid waste containers and yard waste containers, covers and related equipment;
 - (4) Collection points of solid waste containers and yard waste containers;
 - (5) Handling of special wastes such as hazardous wastes, sludge's, ashes, agricultural wastes, construction wastes, oils, greases or bulky wastes.
- (b) The Director may classify certain wastes as hazardous wastes which will require special handling and which should be disposed of only in a manner which meets all City, County, state and federal regulations.
- 15-212. PROCESSING FACILITY OR DISPOSAL SITE. No solid waste shall be disposed of at a processing facility or disposal site except at a facility or site designated and approved by the appropriate governmental agency empowered to regulate such sites and in a manner consistent with all applicable federal, state and locals laws and ordinances pertaining to the handling, transport, processing and disposal of said items.
- 15-213. COLLECTION VEHICLES. All collection vehicles shall be maintained in a safe, clean and sanitary condition and shall be so constructed, maintained and operated as to prevent spillage of solid waste therefrom. All vehicles to be used for collection of solid waste shall be constructed with watertight bodies and with covers

which shall be an integral part of the vehicle or shall be a separate cover of suitable material with fasteners designed to secure all sides of the cover to the vehicle and shall be secured whenever the vehicle is transporting waste, or, as an alternate, the entire bodies of thereof shall be enclosed, with only loading hoppers exposed. No material shall be transported in the loading hoppers.

- 15-214. PERMIT NUMBERS TO BE DISPLAYED. All motor vehicles operating under any permit required by this Article shall display the permit number or numbers on each side in colors which contrast with that of the vehicle. Such numbers must be clearly legible and not less than three inches high.
- 15-215. HOURS OF COLLECTION; RESTRICTION. Collections on streets defined in this code as arterial streets shall be prohibited between the hours of 7:00 a.m. and 9:00 a.m. and between the hours of 4:00 p.m. and 6:00 p.m. on any weekday.
- 15-216. SOLID WASTES BECOME PROPERTY OF HAULER. All solid waste collection shall, upon being loaded into collection equipment, become the property of the licensed hauler.
- 15-217. RIGHT OF ENTRY. Solid waste haulers, employed by the City or solid waste collection agencies operating under contract with the City or solid waste haulers collecting from those dwelling units specifically exempted under Section 15-205 are authorized to enter in and upon private property for the purpose of collecting solid waste therefrom as required by this Article.
- 15-218. COSTS DETERMINATION; ASSESSMENT. The Governing Body of the City shall determine a proper amount to be charged for the storage, collection, transportation processing and disposal of solid waste. The costs shall be based upon the cost of providing the service, including the costs of administration and collection. The costs for services provided by the City or provided under a contract pursuant to the terms of this Article shall be paid by the owner or owners of the premises and the City Clerk shall, at the time of certifying other City taxes, certify such charges to the County Clerk and the County Clerk shall extend the same on the tax rolls of the County against the lot or parcel of land.
- 15-219. DIRECTOR; ENFORCEMENT AUTHORITY; RIGHT OF ENTRY. The Director is authorized to exercise such powers as may be necessary to carry out and effectuate the purposes and provisions of this Article. Included in the powers is the right to inspect all phases of solid waste management within the City. The Director has the right to enter upon the premises for the purpose of making examinations and inspections, provided that such entry shall be made in such manner as to cause the least possible inconvenience to the persons in possession and in the event entry is denied or resisted, the Director shall obtain for this purpose an order from a court of competent jurisdiction.
- 15-220. SAME; NOTICE FOR VIOLATION; EXECUTING COMPLAINT IN COURT. In all instances where inspections by the Director reveal violations of this Article, the Director shall issue notice to the violating person for each such violation, stating

the violation or violations found, the time and date of the violation and the corrective measures to be taken, together with the time in which such corrections shall be made. If corrective measures have not been taken within the time specified in the notice, the Director shall execute a complaint in the municipal court of the City charging the person or persons with a violation or violations of this Article. In those cases where an extension of time will permit correction and there is no public health hazard created by the delay, one extension of time not to exceed the original time period may be granted by the Director before he or she executes the complaint.

15-221. SAME; EMPLOYEE APPOINTMENT. The Director further has the power to appoint and fix the duties of such officers, agents and employees as he or she deems necessary to carry out the directions of this Article and further, to delegate any of his or her functions and powers under this Article to such officers, agents and employees as he or she may designate.

15-222. PENALTY FOR VIOLATION.

- (a) It is unlawful for any person to store, collect, transport, process or dispose of any solid wastes in any manner that does not conform to rules and regulations established in this Article.
- (b) Any person violating this Article shall upon conviction thereof be punished for each such violation by a fine not to exceed \$100 or a jail sentence of not more than 30 days for each violation or by both such fine and jail sentence. Each day of violation shall constitute a separate violation of this Article.

15-223. ANTI-SCAVENGER; RECYCLABLE ITEMS. It shall be unlawful for any person which does not have a license from the City as a residential trash hauler to remove any items, including but not limited to newspapers, aluminum cans, glass and plastic containers which have been placed on or stored at any location within the City for the purpose of having it collected by the licensed contractor which is authorized to collect and remove recyclable materials from the City.

15-224. COMPOST PILE; CONTENT, SIZE, LOCATION, OPERATION AND USE.

- (a) Policy Statement. It is the policy of the City to encourage environmentally sound practices and to reduce the flow of items to landfills which might be recycled. It is the policy of the City to encourage the proper composting of yard materials and to establish appropriate standards for the maintenance of compost piles.
- (b) Fire Hazards. No owner as defined in section 15-201 or the tenant in possession of residential premises shall maintain a compost pile in a manner which creates a fire hazard pursuant to the Uniform Fire Code, as incorporated by reference in section 7-201. The mere presence of a properly maintained compost pile of yard waste matter defined in such code as combustible or flammable shall not in itself constitute a violation of the City code. The provisions of this section shall control over any provision of the Uniform Fire Code to the contrary.
- (c) Nuisances Prohibited, Compliance with Laws and Regulations. No owner or tenant in possession of premises shall maintain a compost pile in a manner which creates a nuisance or which violates the health, building or zoning regulations of the state or City or any other laws or regulations relating to the use of land and use and

occupancy of buildings and improvements.

- (d) Compost Piles; Permitted Materials. Compost piles may include yard waste as defined by section 15-201, manure, straw, hay, garden refuse, sawdust and soil. Kitchen scraps, food items and garbage shall not be included in compost piles.
- (e) Compost Piles; Permitted Locations. Compost piles may be located only in the rear yards of residential premises as defined in the "Zoning Regulations of the City of Prairie Village" shall not be located in the front or side yards of such premises. In the event residential premises are so situated that it is difficult to determine what constitutes the rear yard, the determination of the code enforcement officer shall be final. Compost piles shall be located so as not to constitute a fire hazard and in no event shall they be placed less than 15 feet from any other building on such premises. In no event shall compost piles be placed less than five feet from a side lot line. No compost piles shall be located in a right-of-way.
- (f) Compost Piles; Permitted Size. Compost piles shall be compact and shall not exceed 150 cubic feet in size. No compost pile shall exceed four feet in height. No more than one compost pile shall be placed on any residential premises of up to one acre in size. On residential premises of more than one acre in size, no more than two compost piles may be placed. However, owners of residential premises shall be permitted to compost permitted materials in an unlimited number of storage bins, constructed for the purpose of composting material and approved by the code enforcement officer.
- (g) Compost Piles; Standards, Enclosures. Compost piles shall be deemed to be in compliance with the terms of this Article if the following criteria are met:
 - (1) Compost piles shall consist of layers of soil or sand two to three inches deep, permitted materials set out in this Article in layers of six to eight inches and quantities of commercial garden fertilizer or manure or one to two inches in depth with the sequence of layers then repeated.
 - (2) The compost pile shall be maintained in a moistened condition.
 - (3) A compost pile shall be enclosed by an enclosure on at least three sides, the enclosure not to exceed four feet in height. Permitted enclosure materials include woven wire or wood slat fence, cement blocks or bricks and boards of lumber, including redwood or cypress.
 - (4) A compost pile shall be placed in an area where water will not stand.
- (h) Enforcement Proceedings and Penalties.
 - (1) The code enforcement officer shall be responsible for the enforcement of the provisions set out in this Article and for determining whether the standards set out in this Article have been met.
 - (2) Maintenance of a compost pile in violation of the standards set forth in this Article shall constitute a misdemeanor punishable by a fine up to \$100 per day for each day the violation continues, up to 30 days. Prosecution of violations hereunder shall be brought by the code enforcement by the filing of a complaint with the municipal court.

CHAPTER XV. UTILITIES

Article 1. ~~General Provisions~~Article 2. Sewers
Article ~~32~~. Solid Waste

FORMER ARTICLE 1. – GENERAL PROVISIONS CREATING PUBLIC WORKS DEPARTMENT DELETED BECAUSE NOW COVERED BY LATER ADOPTED 1-316 AND 1-317

~~15-101. PUBLIC WORKS DEPARTMENT; CREATED. There is created a public works department in the city, which shall be responsible for the maintenance and improvement of the city's properties and which shall consist of one director of public works and such additional personnel as the governing body shall from time to time determine by resolution. (Code 1973, 2.60.010)~~

~~15-102. SAME; DUTIES. The director of public works shall superintend the public works department and have the power to suspend any other employee. The director shall attend all council meetings. In the discharge of his or her duties, he or she shall be subject to the orders of the mayor only. (this should probably be updated since this position reports to the City Administrator). All other employees of the public works department shall be subject to the orders of the director of public works and shall perform such duties as may be assigned to them by the director. (Code 1973, 2.60.020)~~

ARTICLE 2ARTICLE 1. SEWERS

~~15-204~~15-101. SANITARY CODE; ADOPTED. The Johnson County Environmental Sanitary Code, ~~1994~~2004 Edition, as published by the Board of County Commissioners of Johnson County, Kansas, 111 South Cherry Street, Olathe, Kansas, 66061, is hereby adopted by reference made a part of this ~~article~~Article as fully as if set forth herein. (~~Ord. 1877, Sec. 1~~)~~—(I will have Keith and Joyce Review)~~

~~15-202~~15-102. SAME; MARKED COPIES ON FILE. At least three copies of the code adopted by reference in section ~~15-204~~15-101 of this ~~article~~Article shall be kept on file in the office of the ~~city clerk~~City Clerk, to which there shall be attached a copy of the incorporating ordinance, shall be marked or stamped "Official Copies as Incorporated by Ordinance No. ~~1877~~ _____" with all sections or portions thereof intended to be omitted clearly marked to show any deletion or changes adopted by the ~~governing body~~Governing Body. These copies shall be made available to the public at all reasonable hours. The police department, municipal judges and all administrative departments of the ~~city~~City who are charged with the enforcement of the code adopted by this ~~article~~Article shall be supplied, at the cost of the ~~city~~City, such number of official copies as may be deemed expedient. (~~Ord. 1877~~,

K Logan comments 3-17-17

Sec. 1) (I will have Keith and Joyce Review) [previous version of JOCO Env Sanitary Code incorporated by reference was 1994, incorporated by Ord 1877. UPDATE TO 2004 EDITION TO BE ADOPTED BY ORDINANCE]

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15-203.15-103. ADMINISTRATION AND PROSECUTION.

- (a) The Director-director of the Johnson County, Kansas, environmental department and/or his or her designees, shall have the primary authority and responsibility for the administration of this code.
- (b) The Johnson County, Kansas, county counselor-County Counselor shall have the authority to prosecute all violations of this articleArticle. Prosecution shall be in accordance with the Johnson County Kansas, Code for Prosecution and Enforcement, Resolution No. 116-88 or any amendments or subsequent enactments and shall be commenced in the county-County codes section of the District Court of Johnson County, Kansas.

(Ord. 1877, Sec. 1) (I will have Keith and Joyce Review)

ARTICLE ~~32~~. SOLID WASTE

15-30415-201. DEFINITIONS. For the purposes of this articleArticle, the following terms, phrases, words and their derivation-, whether or not capitalized, shall have the meanings given in this section:

- (a) (a)Agricultural Waste -- Solid waste resulting from the production of farm or agricultural products.
- (b) Air Pollution -- ~~The presence in the outer atmosphere of one or more contaminants in such quantities and duration as is, or tends significantly to be, injurious to human health or welfare, animal or plant life or property, or would unreasonably interfere with the enjoyment of life or property.~~
- (b) Approved Container – Solid waste container, recycling container or container for storage and collection of yard waste or compostables approved by the director and that meets the minimum specifications set forth in Section 15-204.
- (c) Approved Container -- ~~The container shall have a maximum capacity of 35-gallons and be constructed so as to adequately contain all contents placed therein without spillage, leakage or emission of odors while awaiting collection and meet the specifications established by the director.~~
- (c) (d)Bulky Waste-Bulk Items -- Items either too large or too heavy to be loaded in solid waste collection vehicles with safety and convenience by solid waste-collectorshaulers, with the equipment available therefor, including but not limited to appliances, furniture, large auto parts or trees.
- (e) Code -- ~~The Johnson County Sanitary Code for Sanitary Landfill.~~

(d) ~~(f)~~Collection -- The removal and transportation of solid waste from its place of storage to its place of processing or disposal.

~~(g) Collector~~ -- ~~Any person, public or private, engaged in collecting solid waste.~~

~~(h) Combined Refuse Collection~~ -- ~~The collection of mixed refuse (putrescible and nonputrescible).~~

~~(i) Combined Solid Waste~~ -- ~~Solid waste emanating from establishments engaged in business. This category includes, but is not limited to, solid waste originating in stores, markets, office buildings, restaurants, shopping centers, theaters and schools.~~

~~(j) Commercial Waste~~ -- ~~Solid waste emanating from establishments engaged in business. This category includes, but is not limited to solid waste originating in stores, markets, office buildings, restaurants, shopping centers, theaters and schools.~~

~~(k) Commissioners~~ -- ~~The Johnson County Board of County Commissioners.~~

(e) Commercial Solid Waste -- Solid waste resulting from the operation of any commercial, industrial, institutional or agricultural establishment and multiple housing facilities with four or more dwelling units.

(f) ~~(l)~~Compostables -- All forms of botanical waste, including but not limited to grass clippings, leaves, weeds and garden waste which are properly prepared and placed at the curb to be processed at a compost plant~~yard waste. Christmas trees, bushes, brush clippings and branch clippings when sacked, bagged or securely bound in bundles not larger than 38 inches long and 18 inches in diameter; tree limbs not in excess of four inches in diameter are considered Yard Waste and will not be considered Compostables that must be taken to a compost plant and processed.~~

(g) ~~(m)~~Compost Pile -- A mixture created by the owner or tenant in possession of residential premises consisting of ~~leaves, stems, grasses~~yard waste, dirt and other organic matter permitted under the terms of this ~~article~~Article. Such compost piles are stored in an enclosure and planned and properly developed pursuant to the terms of this ~~article~~Article for the intent of salvaging organic materials for gardening purposes.

(h) ~~(n)~~Compost Plant -- A facility where yard waste or ~~compostables~~other compostable materials are consolidated and progressively decomposed or otherwise processed as required by applicable laws and regulations.

(i) ~~(o)~~Construction and Demolition Waste -- Waste building material and rubble resulting from construction, remodeling or repair operations on houses, commercial buildings, other structures and pavements.

~~(p) Contractor~~ -- ~~The person or corporation holding a valid SWM contract, whether public or private operation.~~

~~(q) Demolition Waste~~ -- ~~Waste materials from the destruction of residential, industrial or commercial structures.~~

(j) County – Johnson County, Kansas.

(k) County Solid Waste Management Plan – The plan approved by the Department and adopted by the County for the purpose of governing solid waste management in the County, and which is entitled and sometime referred to as the *Johnson County Code of Regulations for Solid Waste Management, 2010 Edition* (as may be amended from time to time).

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(l) ~~(r)~~ Department -- The Kansas ~~State~~ Department of Health and Environment.
(m) ~~(s)~~ Director -- The director of solid waste management for the ~~city~~ City, appointed by the ~~mayor~~ Mayor and approved by the ~~governing body~~ Governing Body of the ~~city~~ City, to administer the storage, ~~and~~ collection and ~~transportation~~ of solid waste in the ~~city~~ City in accordance with this ~~article~~ Article, or in the event that a regular ~~city~~ City officer is designated by the ~~mayor~~ Mayor and approved by the ~~council~~ City Council as the responsible officer for the administration and enforcement thereof, the person duly holding such ~~city~~ City office shall be director of the solid waste management.

~~(t) Disposable Solid Waste Container -- Approved containers which meet the specifications established by the director, which are designed to be disposed of with the solid waste contained therein.~~

~~(u) Disposal -- Depositing the waste in or at a facility approved by the city, Johnson County and the Kansas Department of Health and Environment for such purpose.~~

(n) Disease vector -- Rodents, flies, mosquitos, or other pests capable of transmitting disease to humans.

(o) Disposal -- The discharge, deposit, injection, dumping, spilling, leaking or placing of any solid waste into or on any land or water so that such solid waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any water including groundwater.

~~(v) Dump -- A collection or consolidation of solid waste from one or more sources at a central disposal site which does not meet standards for property disposal.~~

(p) ~~(w)~~ Dwelling Unit -- Any room or group of rooms located within a structure and forming a single habitable unit with facilities which are used or are intended to be used, for living, sleeping, cooking and eating.

~~(x) Engineer -- The Johnson County Engineer, his or her designate and his or her department.~~

(q) ~~(y)~~ Garbage -- The animal and vegetable waste resulting from the handling, processing, storage, packaging, preparation, sale, cooking and serving of meat, product and other foods, including unclean containers.

(r) ~~(z)~~ Hauler -- Any person, public or private, engaged in the collection of solid waste.

(s) Hazardous Waste -- Solid and liquid materials which require special handling and disposal to protect and conserve the environment and human health including pesticides, acids, caustics, pathological materials, radioactive materials, flammable or explosive materials, oils and solvents and similar organic and inorganic chemicals and materials, containers and materials that have been contaminated with hazardous materials. Hazardous waste shall include those materials determined to be hazardous waste as specified by the Department.

~~(aa) Incineration -- The controlled process of burning solid and/or liquid waste.~~

~~(bb) License -- The permission for a contractor to be allowed to collect and transport solid waste or recyclable material in approved vehicles or to process or dispose of solid waste or recyclable materials within the city upon payment of a specified fee upon meeting licensing requirements of the city and county.~~

(t) ~~(cc)~~ Mixed Refuse -- A mixture of ~~solid waste refuse~~ containing putrescible and nonputrescible materials. ~~(See Combined Solid Waste)~~

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(u) ~~(dd)~~Nuisance -- Anything which (1) is injurious to health or is offensive to the senses or is an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property, and (2) affects at the same time an entire community or neighborhood or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal, and (3) occurs during or as a result of the storage, collection ~~and transportation~~ or disposal of solid waste.

(v) ~~(ee)~~Occupant -- Any person who, alone or jointly or severally with others, shall be in actual possession of any dwelling unit or any other improved real property, either as an owner, guest or as a tenant, either with or without the consent of the owner thereof.

~~(ff) Official Adopted Solid Waste Management Plan referred to herein as Official Plan and Official Plan for Solid Waste Management -- A comprehensive plan for the provision of an adequate solid waste management system adopted by any authority to provide such a system or having jurisdiction over the provision of such system and submitted to and approved by the Department of Health and Environment.~~

(w) ~~(gg)~~Owner -- Any person who, alone or jointly or severally with others, has legal title to, or sufficient proprietary interest in, or has charge, care or control of any dwelling unit or any other interest in, or property, as title holder, as employee or agent of the title holder, or as landlord or manager or as trustee or guardian of the estate or person of the title holder.

~~(hh) Permit -- The permission for a vehicle or piece of equipment or facility to be operated for the purpose of collecting, transporting, processing or disposing of solid waste or recyclables within the city upon payment of a specified fee upon meeting the permitting requirements of the city and county.~~

(x) ~~(ii)~~Person -- An individual, partnership, co-partnership, firm, company, public or private corporation, institution, association, joint stock company, trust, estate, political subdivision or state agency, any agency, board, environmental department or bureau of the state or federal government or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

(y) Processing -- Incinerating, compacting, bailing, shredding, salvaging, and other processes whereby solid waste characteristics are modified or solid waste quantity is reduced.

(z) Putrescible Wastes -- Solid waste that contains organic matter capable of being decomposed by microorganisms and that is capable of attracting or providing food for birds and disease vectors.

(aa) Recyclables -- Materials that will be used or reused, or prepared for use or reuse, as an ingredient in an industrial process to make a product, or as an effective substitute for a commercial product. recyclables includes, but is not limited to paper, glass, plastic, and metal, but does not include yard waste.

(bb) Recycling Container -- A container designed and manufactured specifically for the storage and collection of recyclables.

(cc) Refuse -- Unwanted or discarded material resulting from residential, commercial, industrial, and agricultural operations and from normal community activities. Refuse includes in part the following: garbage, rubbish, ashes, and other residue after burning, street refuse, dead animals, animal waste, junked or

abandoned motor vehicles, agricultural, commercial, and industrial wastes, Construction and Demolition Wastes, and wastewater treatment residue.

(dd) Residential Solid Waste -- Solid waste resulting from the maintenance and operating of dwelling units. The term residential solid waste includes those items approved by the Director to be treated as recyclable under the terms of this Article and the provisions of this Article shall apply to such recyclables, where applicable in addition to any provisions contained in this Article specifically dealing with recyclables.

~~(jj) Putrescible Waste -- Organic wastes which progressively decompose with the production of foul smelling compounds and/or material that attracts insect or animal life.~~

~~(kk) Recyclables -- Items that are placed at the curb by residents, are collected by a contractor and subsequently transformed into usable products rather than being transported to the landfill as wastes. Recyclable items are limited to those items that are approved for collection by the director upon the findings set forth in section 15-310.~~

~~(ll) Recycling Container -- A bin of a minimum capacity of 18 gallons with a color and graphics scheme approved in writing by the director. Such containers are utilized by residents for the storage of recyclables pursuant to the terms of this article.~~

~~(mm) Refuse (See Solid Waste.)~~

(ee) (nn) Rubbish -- Nonputrescible solid wastes consisting of combustible and/or noncombustible waste materials from: dwelling units, commercial, industrial, institutional and agricultural establishments, including yard ~~wastes~~ waste and items commonly referred as trash.

(ff)

~~(1) Bulky Rubbish. (See Bulky Waste.)~~

~~(2) Commercial Rubbish -- Rubbish resulting from ~~commercial, industrial, institutional or agricultural~~ activities.~~

~~(3) Residential Rubbish -- Rubbish resulting from the maintenance and operation of dwelling units.~~

~~(oo) Sanitary Landfill -- A site where solid waste is disposed of on the land without creating nuisances or hazards to the public health or safety by confining refuse to the smallest practical area, compacting it to the smallest practical volume by employing power equipment and covering it with a layer of compacted earth or other suitable cover material at the conclusion of each day's operation.~~

~~(pp) Service -- The useful result, the product of labor and machines in proper and effective management to dispose of solid waste or reclaim recyclable items for reuse or compostable items for processing.~~

(gg) (qq) Solid Waste -- Unwanted or discarded waste materials in a solid or semi-liquid state, including but not limited to refuse, garbage, ashes, street refuse, rubbish, dead animals, animal and agricultural wastes, yard ~~wastes~~ waste, discarded appliances, special wastes, industrial wastes, demolition and construction waste and digested sludges resulting from the treatment of domestic sewage or a combination thereof. The term solid waste includes, for purposes of the provisions of this ~~article~~ Article, those items approved by the ~~director~~ Director to be treated as recyclable and the provisions of this ~~article~~ Article shall apply, where

applicable, to such recyclables in addition to any specific provisions contained in this ~~article~~ Article pertaining to the collection of recyclables, but does not include materials defined as hazardous waste under the terms of this ~~article~~ Article.
(hh) Solid Waste Container -- A container designed and manufactured specifically for the storage and collection of solid waste, including recycling containers.

~~(1) Commercial Solid Waste -- Solid waste resulting from the operation of any commercial, industrial, institutional or agricultural establishment and multiple-housing facilities with four or more dwelling units.~~

~~(2) Residential Solid Waste -- Solid waste resulting from the maintenance and operating of dwelling units. The term residential solid waste includes those items approved by the director to be treated as recyclable under the terms of this article and the provisions of this article shall apply to such recyclables, where applicable in addition to any provisions contained in this article specifically dealing with recyclables.~~

~~(rr) Solid Waste Container -- Any receptacle used by any person to store solid waste during the interval between solid waste collections.~~

~~(ss) Solid Waste Disposal Area (also referred to herein as disposal area or disposal site) means any area used for the disposal of refuse from more than one residential premises or one or more commercial, industrial manufacturing or municipal operations or two or more agricultural operations.~~

~~(tt) Solid Waste Management System -- The entire process of storage, collection, transportation, processing and disposal of solid waste by any person engaging in such process as business or any city authority, county or any combination thereof.~~

~~(uu) Solid Waste Processing Facility (also referred to herein as Processing Facility) -- An incinerator, compost plant, transfer station or any other facility where solid wastes are consolidate, temporarily stored or the characteristics are modified or the quantity is reduced.~~

(ii) (vv) Storage -- Keeping, maintaining or storing solid waste from the time of its production until the time of its collection.

~~(ww) SWM -- Solid waste management.~~

~~(xx) SWMC -- Johnson County Solid Waste Management Committee.~~

~~(yy) SWMP -- The approved and adopted solid waste management plan for Johnson County.~~

~~(zz) Transfer Station -- A site at which solid wastes are concentrated for transport to a processing facility or land disposal location. A transfer station may be fixed or mobile.~~

~~(aaa) Vector (of disease) -- An animal or insect having the capability of transmitting infectious diseases from one person or animal to another by biting the skin or mucous membrane or by depositing infective material on the skin, on food or on another object.~~

(jj) (bbb) Yard Wastes Yard Waste -- All forms of botanical waste, including but not limited to grass clippings, leaves, tree trimmings and garden wastes.

~~(Code 1973, 7.24.020; Ord. 1724, Sec. 2; Ord. 1743, Sec. 1; Ord. 1782, Sec. 1)~~

~~15-302.15-202. DIRECTOR; APPOINTMENT AND DUTIES. (a) The mayor of the city shall, with the approval of the council, appoint a director of solid waste management as defined in section 15-301(p). (Definition Reference is incorrect and may just need to be removed entirely.~~

- (a) The Mayor of the City shall, with the approval of the City Council, appoint a director of solid waste management as defined in section 15-201(m).
- (b) ~~(b)The director-Director shall administer the storage, collection and transportation of solid waste in the city-City as provided by this article-Article and further, shall be the principal enforcement officer of this article-Article.~~

~~—————(Code 1973, 7.24.030)~~

~~15-30315-203. CONTAINERS; GENERALLY STORAGE.~~

- (a) The owner or occupant of every dwelling unit and of every institutional, commercial or business, industrial or agricultural establishment producing solid waste within the corporate limits of the city, shall provide sufficient and adequate approved containers for the storage of such solid waste in adequate number to serve each such dwelling unit and/or establishment; and to maintain such solid waste containers and their environs at all times reasonably clean and in good repair and to repair or replace same from time to time, without notice, when any such containers shall no longer meet the specifications therefore as established by regulations of the director. (Code 1973, 7.24.040)City shall store solid waste in accordance with this Article.

~~15-304. ——— SAME; COMMERCIAL, INDUSTRIAL OR BUSINESS ESTABLISHMENTS.~~

~~The occupant of every dwelling unit of every institutional commercial, industrial, agricultural or business establishment from which solid waste collection is made under this article, shall place all solid waste in approved solid waste containers, except as otherwise provided herein and shall maintain such solid waste containers and the area surrounding them in a clean, neat and sanitary condition at all times. Whenever a portion of the solid waste is subject to decay or putrefaction, blowing or spillage by weather or animals, such as accumulations must be kept covered or in approved containers, closed bins or containers not subject to deterioration. All containers shall be screened in such a manner that they are not visible from any street or roadway except when placed in position for pickup. (Code 1973, 7.24.050)~~

- (b) 15-305.SAME; RESIDENTIAL ESTABLISHMENTS. (a) Residential solid waste shall be stored in approved containers of not more than 35 gallons. Containers shall be properly covered at all times except when depositing waste therein or removing contents. They shall be of light weight and sturdy construction. The weight of any individual container and its contents shall not exceed 65 pounds. upon the residential premises.
- (c) Commercial solid waste shall be stored upon private property, unless the owner shall have been granted written permission from the City to use public property for such purposes. The storage sites shall be well drained, fully accessible to collection equipment, public health personnel and fire inspection personnel.
- (d) All storage areas shall be screened or otherwise located so as to not be in the view of persons using public streets or walkways, except when placed in position for

pickup.

(e) Solid waste shall:

- (1) ~~be stored in approved containers~~, other than bulk items, agricultural solid waste, or as otherwise required under this Article;
- (2) not be stored in a manner allowed to attract, provide shelter, or create a breeding place for disease vectors;
- (3) not be stored in a manner which will create a fire, health or safety hazard;
- (4) not be stored in an unreasonably unsightly manner;
- (5) not be stored in a manner which will cause offensive odors off-site; or
- (6) be allowed to remain uncovered in the rain or snow except for bulk items and agricultural solid waste.

15-204. APPROVED CONTAINERS

(a) The minimum standards for approved containers for the storage of garbage, putrescible wastes and mixed refuse shall be one of the following:

- (1) Rigid containers that are durable, rust resistant, nonabsorbent, water tight, and rodent proof. The container shall be easily cleaned, fixed with close-fitting lids, fly-tight covers, and provided with suitable handles or bails to facilitate handling;
- (2) Rigid containers equipped with disposable liners made of reinforced kraft paper or polyethylene or other similar material designed for storage of garbage;
- (3) Nonrigid disposable bags designed for storage of garbage. The bag shall be provided with a wallhung or free standing holder which supports and seals the bag; prevents insects, rodents, and animals from access to the contents; and prevents rain and snow from falling into the bag; or
- (4) Other types of containers meeting the requirements of KDHE regulations and that are acceptable to the hauler.

(b) Recyclables shall be stored in recycling containers.

(c) Yard waste shall be stored in a container suitable for composting or such other containers as approved by the Director, or shall be appropriately bundled and tied.

~~(b) Residential recyclables shall be stored in approved containers having a minimum capacity of 18 gallons and which are produced from a minimum of 20-percent recycled plastic resins. Recycling containers shall be approved on the terms and conditions set forth in this article and under the rules and regulations promulgated by the director. The weight of any individual container and its contents shall not exceed 65 pounds.~~

~~(Code 1973, 7.24.060; Ord. 1724, Sec. 3)~~

~~15-306. SAME; COMMERCIAL ESTABLISHMENTS. Commercial solid waste shall be stored in solid waste containers, as approved by the director. The containers shall be waterproof, leakproof, durable and corrosion resistant and shall be covered at all times except when depositing waste therein or removing contents thereof and shall meet all requirements as set forth in this article. (Code 1973, 7.24.070) (could this be merged with 15-304.....seems redundant)~~

~~15-307. BUNDLING TREE LIMBS. Tree limbs less than four inches in diameter and brush shall be securely tied in bundles not larger than 48 inches long and 18 inches in diameter when not placed in storage containers. (Code 1973, 7.24.080)~~

~~15-308. YARD WASTE STORAGE. Yard wastes shall be stored in approved containers so constructed and maintained as to prevent the dispersal of wastes placed therein upon the premises served, upon adjacent premises or upon adjacent public rights-of-way. The weight of any individual container and contents shall not exceed 65 pounds. This section shall not apply to compost piles which are properly maintained pursuant to the terms of this article. (Code 1973, 7.24.090; Ord. 1743, Sec. 2)~~

~~(d) 15-309. DISPOSAL OF NONCONFORMING CONTAINER AND CONTENTS. The director. The Director has the authority to collect and dispose of or order the collection and disposal of any nonconforming container and its contents with or without notice to the owner thereof. (Code 1973, 7.24.100)~~

~~15-310~~15-205. COLLECTION; RESIDENTIAL. ~~The city shall provide for the collection of all residential waste as follows:~~

~~(a) The city shall provide for and regulate the collection of all residential. The City shall provide for the collection of all residential solid waste, all and residential recyclables and all residential compostables yard waste in the cityCity. The cityCity may provide for the collection service by contracting with a person, persons, county or other city, or with some combination thereof, hauler for the benefit of the entire cityCity, or portion thereof, as deemed to be in the best interest of the cityCity and its inhabitants. (Katie, after this the only thing that follows that needs to be retained is the ability or how a resident/HOA could opt out of the city contract — and I believe we could make that language more concise).~~

~~(b) The following terms and conditions apply to recycling collection service:—~~

~~(b) Collection of residential solid waste shall be weekly and collection of residential recyclables and yard waste shall be at least as frequently as required by the County Solid Waste Management Plan.~~

~~(1) Each owner of a private housing unit consisting of less than four dwelling units shall be required to contract, through the city or otherwise obtain recycling collection service on at least a weekly basis.~~

~~(2) Residents who place items for recycling collection service shall utilize containers approved by the director as set forth in section 15-305. Such containers shall be provided or obtained in accordance with the terms of this article.~~

~~(3) Residents may place in accordance with the terms of this article those items for recycling collection service determined by the director and the governing body to be recyclable. Such determination shall be made on criteria to be decided by the director, including, but not limited to whether the items are presently marketable.~~

~~(4) Normal collection points for recyclables shall be within 10 feet from the curb line. All materials to be collected will have been placed in or near approved containers. Residents will not be limited in the amounts of recyclables they may place for collection, although no container shall weigh more than 65 pounds, as provided in section 15-305.~~

~~(5) The director, by and with consent of the governing body of the city, may define and promulgate reasonable and necessary rules and regulations governing the recycling management system.~~

~~(c) Each owner of a private housing unit consisting of less than four dwelling units shall be required to contract, through the city, or otherwise obtain compostables collection service on at least a weekly basis. The director, by and with the consent of the governing body of the city, may define and promulgate reasonable and necessary rules and regulations governing the composting management system.~~

- (c) ~~(d)~~The Director may, after obtaining the approval of the Governing Body of the City, after specific application has been made to the Director, exempt dwelling units from city solid waste and recycling collection services, including, but not limited to homes association; provided, however, that the burden is upon the applicant to prove to the director and the governing body within a homeowners association from City solid waste, recycling and yard waste collection services, provided such exemption will be approved only if the applicant demonstrates to the Director and the Governing Body that all dwelling units included in the application for exemption are provided with solid waste and recycling and yard waste collection services by a City licensed hauler at a standard equal to or higher than that provided by the City and required by this article, the County Solid Waste Management Plan, and Department regulations governing solid waste.
- (d) ~~(4)~~Any homeowners association which applies for an exemption pursuant to subsection (c) of this section shall provide to the Director a list of names and addresses of those owners of homes for which it will provide solid waste and recycling and yard waste collection services. Once an exemption has been granted by the Director and the Governing Body to such homeowners association, it shall be required to continue to provide the solid waste and recycling collection and yard waste collection services to all homes included on the list submitted to the Director throughout the contract year.
- (e) ~~(e)~~The Director is authorized, after obtaining the approval of the Governing Body of the City, to exempt individuals from city-provided City-provided solid waste and recycling collection services in cases where mandatory city-City service would create a medical or financial hardship to the resident, provided that such individual satisfies the Director that adequate provisions have been made for the disposal of their solid waste and recyclables in a manner that does not constitute a nuisance or health hazard inconsistent with the ordinances of the City pertaining to health and sanitation and the statutes of the state, and the terms and conditions of this article Article can otherwise be met by such resident.

~~(Code 1973, 7.24.110; Ord. 1724, Sec. 4; Ord. 1782, Sec. 2; Ord. 1869, Sec. 1)~~

~~15-311.SAME 15-206. COLLECTION; NONRESIDENTIAL. Regulation of nonresidential solid waste collection shall be as follows:~~

- (a) ~~(a)~~The City will not provide solid waste collection services to institutional, commercial, industrial or business establishments or to apartments, townhouses or

~~condominiums of four units or more in a building under one roof for commercial solid waste.~~

(b) All commercial solid waste, commercial recyclables and commercial yard waste shall be stored in accordance with this Article and collected by a City licensed hauler at least once weekly or at more frequent intervals as may be fixed by the Director upon a determination that more frequent intervals are necessary for the preservation of the health and/or safety of the public and general appearance of the area.

(c) ~~(b)~~The regulatory and penalty provisions of this ~~article~~ Article shall apply to the nonresidential properties and it shall be the duty of the owner to provide for collection of all solid waste, recyclables and yard waste produced upon all such premises at a standard at least equal to that prescribed by this ~~article~~ Article.

15-207. HAULER LICENSE AND VEHICLE PERMIT REQUIREMENTS.

(a) No Person shall engage in the business of the collection of solid waste, recyclables or yard waste within the City without first obtaining a hauler license and a separate hauler vehicle permit for each collection or transportation vehicle to be operated within the City.

~~(Code 1973, 7.24.120)~~

~~15-312. LICENSE REQUIRED; APPLICATION. (a) Any contractor engaging in the business of collecting and transporting, processing or disposing of solid waste or recyclables or compostables within the corporate limits of the city shall first obtain a license to provide collection services for solid waste, recyclables and compostables or a license to just provide one or two of the collection services.~~

~~(b) Each applicant for any such license shall state in his or her application the following:~~

~~(1) The nature of the business to be conducted in the (storage, collection and/or transportation of solid waste, recyclables or compostables);~~

~~(2) The characteristics of solid waste or recyclables or compostables to be collected and transported;~~

(b) (3) The Applications for hauler licenses and hauler vehicle permits shall be made on forms approved by the Director, and the information to be provided by the hauler shall include, (1) the addresses of all collection locations to be served, (2) the nature of the collection service to be conducted (storage, collection of solid waste, recyclables or yard waste); (2) the characteristics of the solid waste, recyclables or yard waste to be collected and transported; (3) the number of solid waste, recycling collection or ~~compostables yard waste~~ collection vehicles and pieces of equipment to be operated in the ~~city~~ City; (4) the precise location or locations of solid waste processing or disposal site(s), reclamation center(s), recycling plant(s) or compost plant(s) to be used; and (5) such other information as may be required by the Director.

(c) The hauler and hauler vehicle permit fee schedule shall be as approved by the Governing Body, and those fees shall be paid in full upon application.

(d) No hauler or hauler vehicle permit shall be issued to any person who has not first obtained any necessary or applicable license or permit from the County in accordance with the County Solid Waste Management Plan. In addition, the expiration, revocation or other termination of any such County license or permit

shall have the effect of terminating any hauler or hauler vehicle permit provided for herein.

(e) The license and permits issued to a contractor shall be issued for the period of one year and must be renewed annually. The Director may revoke any license or permit if a hauler fails to comply with the requirements of the hauler's license and Permit or otherwise fails to comply with the requirements of this Article, the County Solid Waste Management Plan, Department regulations or federal or state law.

15-208. SAME; NON-ISSUANCE, APPEAL, HEARING.

~~(4) The precise location or locations of solid waste processing or disposal site(s), reclamation center(s), recycling plant(s) or compost plant(s) to be used;~~

~~(5) Such other information as may be required by the director. The majority of the following is specified in our contract.~~

~~(c) With respect to recycling collection services, each applicant for any such license shall state in his or her application the following:~~

~~(1) He or she is prepared to provide curbside recycling service not less frequently than on a weekly basis.~~

~~(2) He or she is prepared to provide containers for recyclables which conform to the terms of this article and any rules and regulations promulgated by the director.~~

~~(3) He or she is prepared to collect those items defined by the director and the governing body as recyclable and transport such recyclables from their place of storage to a reclamation facility or directly to its place of processing.~~

~~(4) The applicant shall list potential markets for collected recyclables by providing letters of intent from potential material buyers.~~

~~(5) The applicant will agree to submit to the city upon the request of the director at any time but in any event not less than quarterly, reports detailing operations, materials collected for recycling and marketing of collected recyclables by providing copies of buyers' receipts from the sale of recyclable materials. The applicant will also provide monthly resident participation rates in terms of set out counts with a description of the methods used to determine these rates.~~

~~(d) With respect to compostables collection services, each applicant for any such licensee shall state in his or her application the following:~~

~~(1) He or she is prepared to provide compostables collection service not less frequently than on a weekly basis.~~

~~(2) He or she is prepared to collect compostables and transport such items from their place of storage to a compost plant.~~

~~(3) The applicant will agree to submit to the city upon the request of the director at any time but in any event not less than quarterly, reports detailing operations, materials collected for composting and marketing of collected composted by providing copies of buyers' receipts from the sale of materials. The applicant will also provide monthly resident participation in rates in terms of set out counts with a description of the methods used to determine these rates.~~

~~(e) License Termination. The director may terminate the license awarded to any contractor for its failure to meet the terms and conditions of this article, any of the terms and conditions set forth in section 15-312 and for its failure to met the following terms and conditions:~~

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- ~~(1) The contractor providing city recycling collection services shall provide residential customers on a one-time basis, one recycling container approved by the director. Such containers will remain the property of the contractor. The contractor shall without expense to the city, within 24 hours after notice replace containers taken or damaged by collectors.~~
- ~~(2) The contractor shall process and market all collected recyclable materials. No recyclables shall be disposed of in a landfill, incinerator or other disposal site. The contractor must provide the director with receipts to verify the sale of material collected to a reclamation or processing facility.~~
- ~~(3) The contractor shall sell all recyclable materials collected from curbside and may retain all revenue from such sales.~~
- ~~(4) Permanent containers used to store recyclables will be returned by the contractor to the front of the house, regardless of their place of origin.~~

~~(5) The contractor shall process all compostable items collected. No compostable items shall be disposed of in a landfill, incinerator or other disposal site.~~

~~(Code 1973, 7.24.130; Ord. 1724, Sec. 5; Ord. 1782, Sec. 3)~~

~~15-313. SAME; PERMIT, TERM FEE. The license and permits issued to a contractor shall be issued for the period of one year and each applicant shall pay a fee adopted by the governing body and on record in the office of the city clerk. Each applicant shall also pay a permit fee for each collection vehicle to be used in the city. The permit fee will be adopted by the governing body and on record in the office of the city clerk. (Code 1973, 7.24.140; Ord. 1665, Sec. 2; Ord. 1724, Sec. 6; Ord. 1782, Sec. 4)~~

(a) 15-314. SAME; NON ISSUANCE, APPEAL, HEARING. If the application shows that the applicant will collect and transport solid waste without hazard to the public health or damage to the environment and in conformity with the Johnson County solid waste management plan County Solid Waste Management Plan, Department regulations, the laws of the state State of Kansas and this article Article, the city City shall issue the license and permits authorized by this article Article. If such showing is not made by the applicant, the director Director shall disapprove the application and the city clerk City Clerk shall not issue the license and/or permit(s). If the director Director disapproves any application, he or she shall give the reasons therefore in writing, file the same with the city clerk City Clerk and mail a copy to the applicant. The applicant may appeal such disapproval by filing a written notice thereof with the city clerk City Clerk within 15 days after the director Director files his or her statement of reasons for the disapproval.

(b) A hearing on such appeal shall be held by the governing body Governing Body of the city City no more than 30 days after the applicant files such notice of appeal. The governing body Governing Body, after a hearing, may by a majority vote reverse or affirm the decision of the director Director.

(c) Nothing in this section shall prejudice the right of the applicant to reapply at a later date for a license and/or permit(s). ~~(Code 1973, 7.24.150)~~

~~15-315~~ 15-209. PERMIT; NOT REQUIRED WHEN. Permits shall not be required for vehicles for the removal, hauling or disposal of demolition or construction wastes; however, all such wastes shall be conveyed in tight vehicles, trucks or receptacles, so constructed and maintained to prevent the material being transported from spilling upon the public highways. ~~(Code 1973, 7.24.160)~~

~~15-316~~ 15-210. LICENSE; PERMIT; INSURANCE REQUIRED FOR ISSUANCE. Before a valid license and permit(s) shall be issued by the city City, the applicant must furnish the city City a certificate of insurance showing a minimum public general liability insurance coverage of at least \$250,000 for each person injured or killed and in an amount not less than \$500,000 in the event of injury or death of two or more persons in any single accident and an amount not less than \$200,000 for damage to property. 1,000,000 per occurrence for bodily injury and property damage, \$2,000,000 annual aggregate per occurrence. The certificates of insurance shall provide that In the event the insurance is canceled during the term of the license and permit(s), the insurance carrier shall notify the city City in writing no less than 10 days prior to the effective date of such cancellation. ~~The~~

~~certificates of insurance shall provide that the insurance company agrees to so notify the city, and further, the insurance policy shall contain written provision which shall place the responsibility for the 10 day written notice upon the company issuing the policy in order that the coverage be considered proper. (Code 1973, 7.24.170)~~

~~15-31715-211. RULES AND REGULATIONS PROMULGATION. (a) The director, by and with the consent of the governing body of the city, shall define and promulgate reasonable and necessary rules and regulations governing the solid waste management system, which rules and regulations shall be filed in the office of the city clerk. The rules and regulations shall include, but not be limited to:~~

(a) The Director, by and with the consent of the Governing Body of the City, may define and promulgate rules and regulations governing the solid waste management system, which rules and regulations shall be filed in the office of the City Clerk. The rules and regulations shall include, but not be limited to:

- (1) ~~(1)~~ Time and day schedules of, and routes for, collection of solid waste, except as prohibited by this ~~article~~Article;
- (2) ~~(2)~~ Specifications for solid waste and yard waste containers, including the type, material and size thereof;
- (3) ~~(3)~~ Identification of solid waste containers and yard waste containers, covers and related equipment;
- (4) ~~(4)~~ Collection points of solid waste containers and yard waste containers;
- (5) ~~(5)~~ Handling of special wastes such as hazardous wastes, sludge's, ashes, agricultural wastes, construction wastes, oils, greases or bulky wastes.

(b) ~~(b)~~The ~~director~~Director may classify certain wastes as hazardous wastes which will require special handling and which should be disposed of only in a manner which meets all cityCity, countyCounty, state and federal regulations.

~~(c) All residential solid waste, other than bulky waste, shall be collected at least once weekly. All commercial solid waste shall be collected at least once weekly or at more frequent intervals as may be fixed by the director upon a determination that more frequent intervals are necessary for the preservation of the health and/or safety of the public and general appearance of the area. The director may, upon application, reduce the collection frequency in specific cases consistent with other requirements of this article.~~

~~(Code 1973, 7.24.180)~~

~~15-31815-212. PROCESSING FACILITY OR DISPOSAL SITE TO BE APPROVED. No solid waste shall be disposed of at a processing facility or a disposal site unless it is a~~ except at a facility or site designated and approved by the Johnson County engineer and, further, it complies with all requirements of the Johnson County solid waste management plan. This section does not address approval of transporting to a site in Missouri....which is currently the case (Code 1973, 7.24.190)appropriate governmental agency empowered to regulate such sites and in a manner consistent with all applicable federal, state and locals laws and ordinances pertaining to the handling, transport, processing and disposal of said items.

~~15-319. PERMIT REQUIRED. No person shall engage in the business of collection and transportation or processing or disposal of solid waste within the corporate limits of the city without first obtaining a permit as defined and required in sections 15-312:316 of this article. (Code 1973, 7.24.200) Shouldn't this section come earlier?~~

~~15-320. RESIDENTIAL CONTAINERS; STORAGE. Residential solid waste containers shall be stored upon the residential premises. Commercial solid waste containers shall be stored upon private property, unless the owner shall have been granted written permission from the city to use public property for such purposes. The storage sites shall be well drained, fully accessible to collection equipment, public health personnel and fire inspection personnel. All storage areas shall be screened or otherwise located so as to not be in the view of persons using public streets or walkways. (Code 1973, 7.24.210)~~

~~15-324~~15-213. COLLECTION VEHICLES. All collection vehicles shall be maintained in a safe, clean and sanitary condition and shall be so constructed, maintained and operated as to prevent spillage of solid waste therefrom. All vehicles to be used for collection of solid waste shall be constructed with watertight bodies and with covers which shall be an integral part of the vehicle or shall be a separate cover of suitable material with fasteners designed to secure all sides of the cover to the vehicle and shall be secured whenever the vehicle is transporting waste, or, as an alternate, the entire bodies of thereof shall be enclosed, with only loading hoppers exposed. No material shall be transported in the loading hoppers. (Code 1973, 7.24.220)

~~15-322~~15-214. PERMIT NUMBERS TO BE DISPLAYED. All motor vehicles operating under any permit required by this ~~article~~Article shall display the permit number or numbers on each side in colors which contrast with that of the vehicle. Such numbers must be clearly legible and not less than three inches high. (Code 1973, 7.24.030)

~~15-323~~15-215. HOURS OF COLLECTION; RESTRICTION. Collections on streets defined in this code as arterial streets shall be prohibited between the hours of 7:00 a.m. and 9:00 a.m. and between the hours of 4:00 p.m. and 6:00 p.m. on any weekday. (Code 1973, 7.24.240)

~~15-324~~15-216. SOLID WASTES BECOME PROPERTY OF COLLECTORHAULER. All solid waste collection shall, upon being loaded into collection equipment, become the property of the licensed collectorhauler. (Code 1973, 7.24.250)

~~15-325~~15-217. RIGHT OF ENTRY. Solid waste ~~collectors~~shaulers, employed by the ~~city~~City or solid waste collection agencies operating under contract with the ~~city~~City or solid waste ~~collectors~~haulers collecting from those dwelling units specifically exempted under ~~sections 15-312:316~~Section 15-205 are authorized to enter in and upon private property for the purpose of collecting solid waste therefrom as required by this ~~article~~Article. (Code 1973, 7.24.260)

~~15-326. BOND REQUIRED. All contractors providing for the storage, collection and transportation of solid waste to which the city is a party shall contain provisions for a performance bond in an amount not less than 33 percent of the total value of the~~

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~~services provided by the contractor. The bond shall be with a good and sufficient surety and shall be approved by the governing body before the execution of the contract. The bonds shall be conditioned that the principal will in all respects comply with all ordinances of the city and comply with the terms of his or her permit and be conditional upon his or her faithful performance of the contract. The form of such bond must be approved by the city attorney. I think this section can be removed since it was part of the contract agreement. (Code 1973, 7.24.270)~~

~~15-327~~15-218. COSTS DETERMINATION; ASSESSMENT. The ~~governing body~~Governing Body of the ~~city~~City shall determine a proper amount to be charged for the storage, collection, transportation processing and disposal of solid waste. The costs shall be based upon the cost of providing the service, including the costs of administration and collection. The costs for services provided by the ~~city~~City or provided under a contract pursuant to the terms of this ~~article~~Article shall be paid by the owner or owners of the premises and the ~~city clerk~~City Clerk shall, at the time of certifying other ~~city~~City taxes, certify such charges to the ~~county clerk~~County Clerk and the ~~county clerk~~County Clerk shall extend the same on the tax rolls of the ~~county~~County against the lot or parcel of land. (~~Code 1973, 7.24.280; Ord. 1724, Sec. 7~~)

~~15-328~~15-219. DIRECTOR; ENFORCEMENT AUTHORITY; RIGHT OF ENTRY. The ~~director~~Director is authorized to exercise such powers as may be necessary to carry out and effectuate the purposes and provisions of this ~~article~~Article. Included in the powers is the right to inspect all phases of solid waste management within the ~~city~~City. The ~~director~~Director has the right to enter upon the premises for the purpose of making examinations and inspections, provided that such entry shall be made in such manner as to cause the least possible inconvenience to the persons in possession and in the event entry is denied or resisted, the ~~director~~Director shall obtain for this purpose an order from a court of competent jurisdiction. (~~Code 1973, 7.24.290~~)

~~15-329~~15-220. SAME; NOTICE FOR VIOLATION; EXECUTING COMPLAINT IN COURT. In all instances where inspections by the ~~director~~Director reveal violations of this ~~article~~Article, the ~~director~~Director shall issue notice to the violating person for each such violation, stating the violation or violations found, the time and date of the violation and the corrective measures to be taken, together with the time in which such corrections shall be made. If corrective measures have not been taken within the time specified in the notice, the ~~director~~Director shall execute a complaint in the municipal court of the ~~city~~City charging the person or persons with a violation or violations of this ~~article~~Article. In those cases where an extension of time will permit correction and there is no public health hazard created by the delay, one extension of time not to exceed the original time period may be granted by the ~~director~~Director before he or she executes the complaint. (~~Code 1973, 7.24.300~~)

~~15-330~~15-221. SAME; EMPLOYEE APPOINTMENT. The ~~director~~Director further has the power to appoint and fix the duties of such officers, agents and employees as he or

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she deems necessary to carry out the directions of this ~~article~~ Article and further, to delegate any of his or her functions and powers under this ~~article~~ Article to such officers, agents and employees as he or she may designate. ~~(Code 1973, 7.24.310)~~

~~15-334~~15-222. PENALTY FOR VIOLATION. ~~(a) It is unlawful for any person to store, collect, transport, process or dispose of any solid wastes in any manner that does not conform to rules and regulations established in sections 15-319:323. Will need to double check this number after amendments~~

(a) It is unlawful for any person to store, collect, transport, process or dispose of any solid wastes in any manner that does not conform to rules and regulations established in this Article.

(b) (b) Any person violating this ~~article~~ Article shall upon conviction thereof be punished for each such violation by a fine not to exceed \$100 or a jail sentence of not more than 30 days for each violation or by both such fine and jail sentence. Each day of violation shall constitute a separate violation of this ~~article~~ Article.

~~(Code 1973, 7.24.320)~~

~~15-332~~15-223. ANTI-SCAVENGER; RECYCLABLE ITEMS. It shall be unlawful for any person which does not have a license from the ~~city~~ City as a residential trash hauler to remove any items, including but not limited to newspapers, aluminum cans, glass and plastic containers which have been placed on or stored at any location within the ~~city~~ City for the purpose of having it collected by the licensed contractor which is authorized to collect and remove recyclable materials from the ~~city~~ City. ~~(Code 1973, 7.24.330)~~

~~15-333~~15-224. COMPOST PILE; CONTENT, SIZE, LOCATION, OPERATION AND USE. ~~(a) Policy Statement It is the policy of the city to encourage environmentally sound practices and to reduce the flow of items to landfills which might be recycled. It is the policy of the city to encourage the proper composting of yard materials and to establish appropriate standards for the maintenance of compost piles.~~

(a) Policy Statement. It is the policy of the City to encourage environmentally sound practices and to reduce the flow of items to landfills which might be recycled. It is the policy of the City to encourage the proper composting of yard materials and to establish appropriate standards for the maintenance of compost piles.

(b) (b) Fire Hazards. No owner as defined in section ~~15-304~~ 15-201 or the tenant in possession of residential premises shall maintain a compost pile in a manner which creates a fire hazard pursuant to the Uniform Fire Code, as incorporated by reference in section 7-201. The mere presence of a properly maintained compost pile of yard waste matter defined in such code as combustible or flammable shall not in itself constitute a violation of the ~~city~~ City code. The provisions of this section shall control over any provision of the Uniform Fire Code to the contrary.

(c) (c) Nuisances Prohibited, Compliance with Laws and Regulations. No owner or tenant in possession of premises shall maintain a compost pile in a manner which creates a nuisance or which violates the health, building or zoning regulations of the state or ~~city~~ City or any other laws or regulations relating to the use of land and

use and occupancy of buildings and improvements.

(d) ~~(d)~~ Compost Piles; Permitted Materials. Compost piles may include yard ~~wastes-~~
~~waste~~ as defined by section ~~15-301~~15-201, manure, straw, hay, garden refuse,
sawdust and soil. Kitchen scraps, food items and garbage shall not be included in
compost piles.

(e) ~~(e)~~ Compost Piles; Permitted Locations. Compost piles may be located only in the
rear yards of residential premises as defined in the "Zoning Regulations of the City
of Prairie Village" ~~which are incorporated by reference at section 16-201 and~~ shall
not be located in the front or side yards of such premises. In the event residential
premises are so situated that it is difficult to determine what constitutes the rear
yard, the determination of the code enforcement officer shall be final. Compost
piles shall be located so as not to constitute a fire hazard and in no event shall they
be placed less than 15 feet from any other building on such premises. In no event
shall compost piles be placed less than five feet from a side lot line. No compost
piles shall be located in a right-of-way.

(f) ~~(f)~~ Compost Piles; Permitted Size. Compost piles shall be compact and shall not
exceed 150 cubic feet in size. No compost pile shall exceed four feet in height. No
more than one compost pile shall be placed on any residential premises of up to
one acre in size. On residential premises of more than one acre in size, no more
than two compost piles may be placed. However, owners of residential premises
shall be permitted to compost permitted materials in an unlimited number of storage
bins, constructed for the purpose of composting material and approved by the code
enforcement officer.

(g) ~~(g)~~ Compost Piles; Standards, Enclosures. Compost piles shall be deemed to be in
compliance with the terms of this ~~article~~ Article if the following criteria are met:

(1) ~~(1)~~ Compost piles shall consist of layers of soil or sand two to three
inches deep, permitted materials set out in this ~~article~~ Article in layers of
six to eight inches and quantities of commercial garden fertilizer or
manure or one to two inches in depth with the sequence of layers then
repeated.

(2) ~~(2)~~ The compost pile shall be maintained in a moistened condition.

(3) ~~(3)~~ A compost pile shall be enclosed by an enclosure on at least three
sides, the enclosure not to exceed four feet in height. Permitted
enclosure materials include woven wire or wood slat fence, cement
blocks or bricks and boards of lumber, including redwood or cypress.

(4) ~~(4)~~ A compost pile shall be placed in an area where water will not stand.

(h) ~~(h)~~ Enforcement Proceedings and Penalties.

(1) ~~(1)~~ The code enforcement officer shall be responsible for the
enforcement of the provisions set out in this ~~article~~ Article and for
determining whether the standards set out in this ~~article~~ Article have
been met.

(2) ~~(2)~~ Maintenance of a compost pile in violation of the standards set forth
in this ~~article~~ Article shall constitute a misdemeanor punishable by a fine
up to \$100 per day for each day the violation continues, up to 30 days.
Prosecution of violations hereunder shall be brought by the code
enforcement by the filing of a complaint with the municipal court.

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| ~~———— (Ord. 1880, Sec. 1)~~

City Council
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, April 03, 2017
7:30 PM

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **INTRODUCTION OF STUDENTS & SCOUTS**

V. **PRESENTATIONS**

Recognition of Public Works promotions

VI. **PUBLIC PARTICIPATION**

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

VII. **CONSENT AGENDA**

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

By Staff

1. Approved the regular City Council meeting minutes - March 20th, 2017

VIII. **COMMITTEE REPORTS**

Council Committee of the Whole

COU2017-19 Consider approval of a services agreement with BBN Architects for a concept/market study of Village Square/Harmon Park

IX. **MAYOR'S REPORT**

X. **STAFF REPORTS**

XI. **OLD BUSINESS**

XII. **NEW BUSINESS**

XIII. ANNOUNCEMENTS

XIV. ADJOURNMENT

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

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

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE**

March 20, 2017

The City Council of Prairie Village, Kansas, met in regular session on Monday, March 20, 2017 at 7:30 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas.

ROLL CALL

Mayor Laura Wassmer called the meeting to order and roll call was taken with the following Council members present: Ashley Weaver, Jori Nelson, Serena Schermoly, Steve Noll, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden, Ted Odell and Terrence Gallagher.

Staff present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Wes Jordan, Assistant City Administrator; Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk. Also present was teen council member Zoe Nason.

INTRODUCTION OF STUDENTS & SCOUTS

No students or scouts were in attendance.

PUBLIC PARTICIPATION

No one was present to address the City Council.

CONSENT AGENDA

Ted Odell moved the approval of the Consent Agenda items for March 20, 2017:

1. Approval of the regular City Council meeting minutes - March 6, 2017

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

COMMITTEE REPORTS

Council Committee of the Whole

COU2017-15 Consider approval of purchase of LED Streetlight Heads

Steve Noll moved the City Council approve the purchase of LED Streetlight Heads from Phillips Lighting. The motion was seconded by Sheila Myers and passed with Ted Odell abstaining due to a potential conflict of interest.

COU2017-16 Consider approval of agreement with Affinis Corporation for the Design of the 2017 Drainage Program

Brooke Morehead moved the City Council approve the Design Agreement with Affinis Corporation for the design of the 2017 Drainage Program in the amount of \$61,067. The motion was seconded by Sheila Myers and passed unanimously.

COU2017-17 Consider approval of contract with McAnany Construction for the 2017 UBAS Program

Sheila Myers moved the City Council authorize the Mayor to sign the Construction Contract with McAnany Construction in the amount of \$395,000 for the 2017 UBAS Program. The motion was seconded by Brooke Morehead and passed unanimously.

COU2017-18 Consider approval of contract with Phoenix Concrete and Underground LLC for the 2017 Concrete Repair Program

Brooke Morehead moved the City Council authorize the Mayor to sign the Construction Contract with Phoenix Concrete and Underground LLC for the 2017 Concrete Repair Program in the amount of \$695,000. The motion was seconded by Steve Noll and passed unanimously.

MAYOR'S REPORT

Mayor Wassmer reported that the city was again recognized as a Tree City USA. This is the 20th year receiving this designation. Mayor Wassmer also reported that Prairie Village was recognized as the 75th best city for building wealth by a national survey. She reported that the Committee on committees would be meeting soon to consider among other things changing committee appointments to align with the new election period.

STAFF REPORTS

Public Safety

- Chief Schwartzkopf announced the next “Coffee with a Cop” will be held on Friday, March 31st at Panera from 7 a.m. to 9 a.m.

Public Works

- Keith Bredehoeft reported that field crews are working throughout the city with spring preparations under the direction of their new crew leader Dan Ogle.
- The Meadowbrook project continues to be progressing well with work on Roe.
- Staff is reviewing the possible submittal of a park grant application for North Park. Sheila Myers asked the amount of the grant. Mr. Bredehoeft replied no specific amount has been designated.

Administration

- Lisa Santa Maria noted that the auditors will be on site the last week of March.
- She will be e-mailing the Council the 2016 4th Quarter Financial Report.

OLD BUSINESS

Discussion of draft amendments to Chapter XV - Utilities Article 1-3

Mayor Wassmer announced this discussion is a continuation from the earlier Council Committee of the Whole meeting relative to potential changes to the solid waste ordinances on the screening of commercial recycle and donation containers.

Dan Runion moved the City Council direct staff to include screening requirements for commercial recyclable containers, including Ripple Glass containers and excluding temporary construction pods. The motion was seconded by Terrence Gallagher.

Serena Schermoly cautioned the Council to consider the impact of such regulations particularly as they relate to the Ripple Glass Recycling program. Mr. Jordan stated that he felt the screening requirement would result in a reduction in participation in recycling programs in the city.

Mayor Wassmer called for a vote. The motion failed by a vote of 0 to 10.

Mayor Wassmer noted that the screening of residential containers would be discussed at the March 20th Council Committee of the Whole meeting. However, she asked Assistant City Administrator Wes Jordan to give his presentation so Council members could consider the information over the next two weeks. Mr. Jordan presented several photographs of complying and non-complying screening of residential solid waste containers. Mr. Jordan reported that the residential screening requirement has been challenging to enforce with numerous violations identified throughout the city. During city-wide code violation sweeps, code enforcement officers issued the following violation notices for failure to screen:

- Homes north of West 75 Street: 957 initial violations with 892 now corrected.
- Homes south of West 75 Street: 398 initial violations with 256 now corrected.

He stated that only warning letters have been sent. No violations have been cited in Court. The question before the Council is whether or not to require screening in the code revisions and if so, does staff begin issuing citations.

Serena Schermoly asked what time frame was covered in the code enforcement sweep. Mr. Jordan replied the previous 12 months. Sheila Myers asked how individuals with disabilities would be handled.

Mayor Wassmer stated she appreciated seeing the photographs and asked if it would be possible to share compliance photographs with residents to assist them in coming into compliance.

Jori Nelson stated many of the city's residents are seniors or on fixed incomes and she does not want to require them to spend their limited dollars on screening. She also questioned if such sweeps were an effective use of Code Enforcement Officers time noting this had to take significant time to complete. She asked if the screening had to block the view when looking directly at the property or from anywhere on the sidewalk/street.

Serena Schermoly stated there are a significant number of residents on both sides of this screening issue. Brooke Morehead noted there are those who are unable to screen due to financial or topographical restraints and those that are simply failing to comply. Mr. Jordan replied the discussion will be continued at the next committee meeting and asked Council members to e-mail him with any questions or concerns on this issue.

Teen Council Summit

Serena Schermoly announced that the Teen Council Summit would be held on Saturday, March 25th from 11 a.m. to 4 p.m. at Olathe City Hall and noted that Council members are welcome to attend.

NEW BUSINESS

NLC Report

Ted Odell stated that he and Serena Schermoly along with Quinn Bennion attended the recent NLC Conference in Washington, D.C. In addition to being able to

meet with representatives the following issues were discussed: CDBG funding, tax-exempt status for Municipal bonds, remote sales tax, mortgage interest deductions and 5G networks. The conference was very beneficial.

Mr. Odell also noted the recent issue of the Kansas Government Journal provided a listing of tax rates in Kansas and noted that once again Prairie Village was the second lowest First Class City to Overland Park and had the third lowest tax rate overall.

Committee meetings scheduled for the next two weeks:

JazzFest Committee	03/21/2017	5:30 p.m.
Environment/Recycle Committee	03/22/2017	5:30 p.m.
VillageFest Committee	03/23/2017	5:30 p.m.
Council Committee of the Whole	04/03/2017	6:00 p.m.
City Council	04/03/2017	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to feature a mixed media exhibit of the art work of EunKyung Jeong, Chris Kim & PJ Mills in the R.G. Endres Gallery during the month of March.

Mark your calendars for the 2017 State of the County address on Tuesday, March 28th. Let Meghan know if you will be attending.

Recreation memberships will go on sale Monday, April 1st

The 2017 annual Large Item Pick up has been scheduled for Saturday April 22nd for homes on 75th Street and north of 75th street; homes south of 75th Street will be collected on Saturday, April 29th.

ADJOURNMENT

With no further business to come before the City Council the meeting was adjourned at 8:02 p.m.

Joyce Hagen Mundy
City Clerk



ADMINISTRATION

Council Committee Date: April 3, 2017
City Council Meeting Date: April 3, 2017

COU2017-19: Consider approval of a services agreement with BBN Architects for a concept/market study for Village Square/Harmon Park

RECOMMENDATION

Staff recommends a motion to approve a services agreement with BBN Architects for a concept/market study for Village Square/Harmon Park.

BACKGROUND

In 2009, the City Council adopted the Parks & Recreation Master Plan, which guides the future development and enhancement of Prairie Village City parks and recreation programming. This plan was overseen by a Parks Master Plan Committee comprised of two Council Members and five residents. Additionally, there was a purposeful strategy to engage the capture the thoughts of the public through mailed surveys, the design team interacting with visitors at the parks, and a citizen workshop. Since its inception, City Council has been committed to implementing the various recommendations outlined in the Plan, including massive upgrades in the following parks: Franklin (2010), Weltner (2011), McCrum (2014), Bennet and Taliaferro (2015 and 2016), and Porter (2016).

For Harmon and Santa Fe Parks, the Plan identified a number of improvements including: adding eight-foot wide trails around the perimeter of the park and through the interior, skate park improvements, relocating and expanding the play area as a Santa Fe Trail-themed destination playground, incorporating prairie areas along the edges in sweeping bands of grasses, and much more. One specific improvement to the parks was the recommendation to fully develop the amphitheater area, creating a more permanent facility. While the City did resurface the Harmon Tennis Courts in 2014, no additional Parks Master Plan recommendations have been implemented.

The City hosts the annual Prairie Village JazzFest every September, bringing thousands of people together to enjoy an evening of music, artistry, food and drink. As the City continues to strive to be a “destination jazz festival” in Kansas City, there have been discussions to build a permanent amphitheater structure.

Council Member Morehead developed the concept of a "Village Square" and brought this idea to an ad-hoc Economic Development Committee and the Parks & Recreation Committee. The Economic Development Committee recommended allotting \$50,000 to this concept and City Council approved as part of the 2016 budget in the Economic Development Fund.

To oversee the study, the Village Square Committee was formed and comprised of Council Members Morehead, Gallagher, McFadden, and Myers, two Prairie Village residents (Randy

Knight and Jon Birkel), and three City staff members (Quinn Bennion, Keith Bredehoeft, and Alley Williams).

In late November of 2016, the City solicited Requests for Qualifications from firms to conduct the study. Eight responses were received by the December 28 deadline. The Village Square Committee interviewed four of those firms (BBN Architects, Confluence, Plaid Collaborative, and RDG Planning & Design). The Committee voted to move forward with BBN Architects to create a Scope of Services.

The goal of the concept/market study is to utilize and build upon the 2009 Parks Master Plan by analyzing revenue potential, ongoing maintenance, preliminary cost estimates, phasing, and other opportunities.

In conjunction with the Village Square Committee, BBN Architects created a Scope of Services to ensure the goals of the project are realized:

1. **Information Gathering and Needs Assessment:** Utilizing the 2009 Parks Master Plan, the design team will prepare a project area and perform a market assessment that will examine the potential of an outdoor amphitheater.
2. **Site Analysis:** BBN Architects will evaluate the opportunities and constraints of the existing park.
3. **Initial Committees Meeting:** BBN Architects will share their findings with the Village Square Committee and Parks & Recreation Committee as well as solicit feedback.
4. **Operational Aspects and Revenue Potential:** The design team will provide a report on the amphitheater facilities, expense ranges, revenue potential, and management recommendations.
5. **Development of Concepts and Costs:** Based off feedback, the design team will develop two concepts that will note the proposed facilities, support structures, circulations, and other items needed to define the design intent of each concept.
6. **Committees Concept Review Meeting:** BBN Architects will review the two concepts and solicit input from the Village Square Committee and Parks & Recreation Committee.
7. **Resident Meeting with the Desired Concept:** The design team will share the chosen concept with the public. Public Works will facilitate the aspects of the meeting.
8. **Refined Master Plan and Project Phasing:** BBN Architects will prepare a preliminary conceptual amphitheater program document with the intention to be used as a decision-making tool for planning and budgeting purposes.
9. **Draft Master Plan Review Meeting and City Council Presentation of the Final Master Plan:** The design team will prepare a presentation of the process and summary of the plan to share with the Village Square and Parks & Recreation Committees. BBN Architects will make minor revisions as necessary. A final presentation will be given to City Council.

Village Square would transform the underutilized park and green space of Harmon and Santa Fe Parks into a focal point in the heart of the City by offering an array of activity opportunities, connectivity, and intergenerational appeal to the Prairie Village community.

FUNDING

- \$50,000 for Village Square Design (Harmon) in the Economic Development Fund
- Current Capital Infrastructure Program has two projects identified in Harmon Park:
 1. \$127,000 for Harmon Park playground in CIP (2017)
 2. \$350,000 for Harmon Park Skate Park in CIP (2017 & 2018)

ATTACHMENTS

- 2009 Parks Master Plan for Harmon/Santa Fe Parks
- Economic Development Fund Summary
- Request for Qualifications - Concept Design for Harmon and Santa Fe Parks Improvements and an Amphitheater
- Services Agreement with BBN Architects
- Scope of Services and Fee

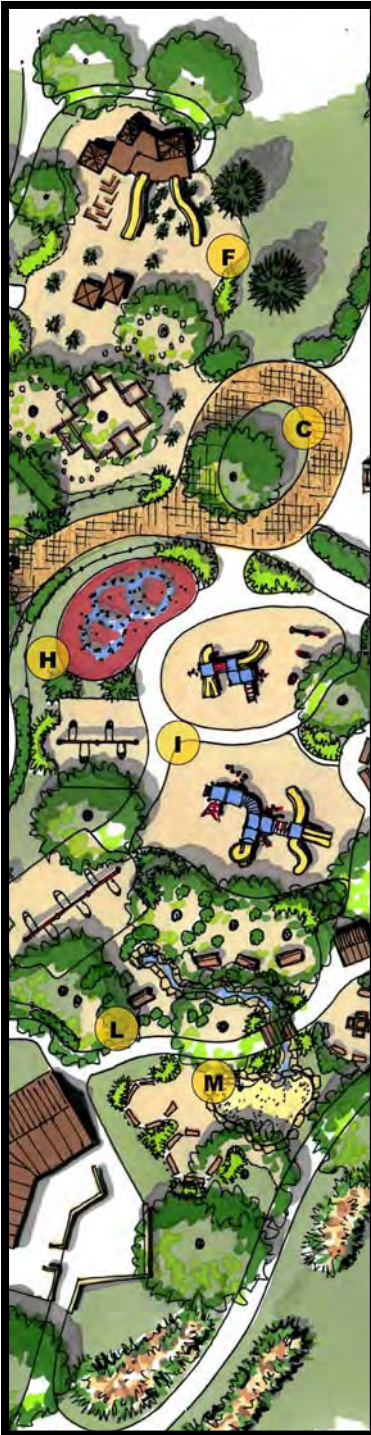
PREPARED BY

Quinn Bennion & Alley Williams

Date: March 29, 2017

PRAIRIE VILLAGE PARKS & RECREATION MASTER PLAN

2009



Individual Park Plans and Details

HARMON & SANTA FE PARKS

HARMON & SANTA FE PARKS

1. Fully develop the amphitheater area, creating a more formal amphitheater facility.
 - Skate park area is designed to serve as a stage, and hill is sloped well for this purpose.
 - Install some casual seating in the form of stone ledges, leaving ample space for blankets and lawn chairs.
 - Add tree plantings along the edges to better define the space and screen parking lot.
 - Add suitable electric service and conduits for sound and lighting control near back-center of seating area.
2. Relocate and expand the play area as a Santa Fe Trail-themed destination playground with play village, themed play areas, nature play environments, and a craft shack.
 - This play environment can complement the historic trail ruts and Santa Fe Shelter and add much needed visitors to this part of the park.
 - Locate between the Harmon Shelter and Santa Fe Shelter, in the area now used for the existing park drive and parking. (See next item for additional recommendations on new parking).
3. Construct a new loop park drive and parking around water tower enclosure.
 - Can gain more parking in this area of the park to serve the many proposed uses, and will also increase casual surveillance of the Santa Fe shelter area.
 - This will mean relocating the practice tennis courts to another location, possibly in the space vacated by the existing play area.
4. Renovate (or replace) large shelter, patio area, restrooms, and grills.
 - Open view to pool complex by removing stone wall on north end.
 - Add seat walls (designed to be “unskateable”) to help define the shelter and add seating options.
 - New restrooms should be larger than the existing facilities to accommodate the large groups and anticipated increase in use of this park.
5. Add new 8’-wide trails around the perimeter of the park and through the interior.
 - Approximate total length: 6,300’, including perimeter and interior trails.
 - Perimeter trail should extend around the municipal complex to Mission Road and along the north border, adjacent to S.M. East High School.
 - The section along Mission Road can be moved farther from the street, among the trees in front of City Hall.
6. Implement improvements to the Pool Complex, including:
 - New bathhouse and concessions.
 - A renovated 50-meter pool, with some consideration to providing an enclosure that can be opened or closed to allow for year-round use.
 - Save space for new features in the future, such as a small lazy river and/or Flo-rider.
7. Enhance the experience of the historic Santa Fe Trail ruts by incorporating prairie areas along the edges in sweeping bands of grasses.
 - Move maple trees to another setting (around amphitheater) to expose area to more sun for benefit of prairie grasses (or similar-looking ornamental grasses).

(cont.)

Individual Park Plans and Details

8. Consider an expansion of the existing Community Center or a construction of a new facility. If the existing center is expanded, consider connecting to the corridor by the Safety Center/City Hall with enclosed walkway over drive, or re-align entry drive between Community Center and Mission Rd.
9. Tennis Area: Replace the existing small structure in the middle of the tennis complex with an open shelter to benefit tournament administration.
10. Install new climbing walls near the skate park (on the walls below the pool) to create additional activities for teens and skate park users.
11. Skate Park improvements:
 - Address cut-through problem from large shelter to skate park, by reconfiguring walks and allowing removal of the chain-link fence.
12. Expand the sculpture garden concept, utilizing the trail system to create a sequence of sculptures throughout the park.
13. Add small ornamental trees along Delmar to increase sense of enclosure on west side.



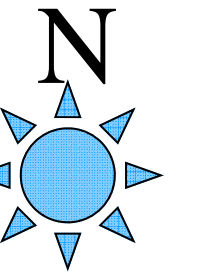
PRAIRIE VILLAGE PARKS MASTER PLAN **HARMON & SANTA FE PARKS**



EXISTING TENNIS COURTS

EXISTING SKATE PARK

STAGE AREA



NEW FEATURES KEY

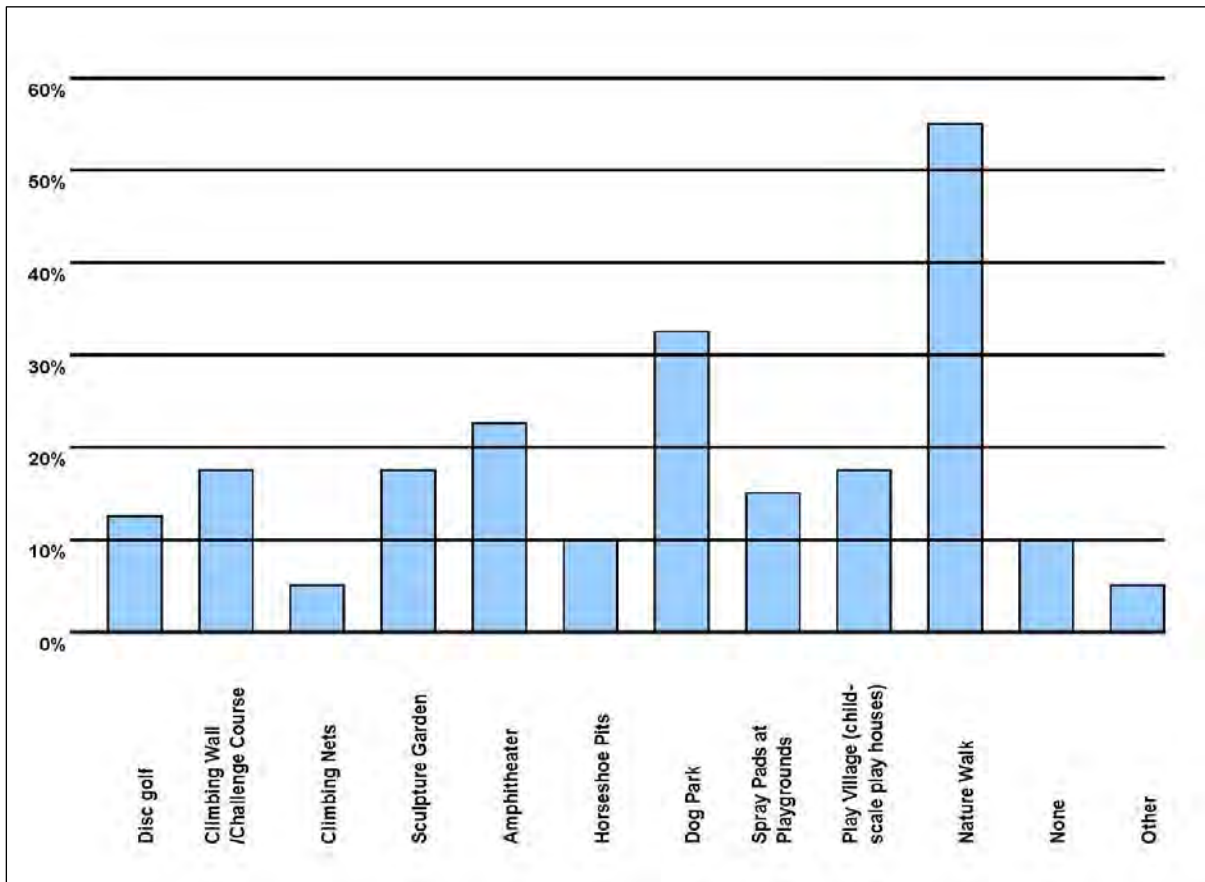
- A- SHELTER COMPLEX W/ GRILLS & SEAT WALLS
- B- STONE AMPHITHEATER SEATING & ADA ACCESS
- C- DECORATIVE PAVER ACCESS/TURNAROUND & CENTRAL WALK
- D- VEHICULAR DROP-OFF & PLAY AREA ENTRY
- E- NEW PARKING AREAS & DRIVES
- F- FORT WITH HILLSIDE SLIDES & "OUTPOST"
- G- BALANCE BEAMS & POSTS
- H- SPRAY PARK
- I- CLIMBERS, SLIDES, & SWINGS
- J- "TRADING POST" PLAY VILLAGE
- K- SANTA FE TRAIL SIGNAGE (EXISTING), MINI- EVERGREEN FOREST, CRAFT SHACK, & ART AREA
- L- PLAY STREAM, CRAWL-THRU LOGS, & SHRUB MAZE
- M- LOG SEATING CIRCLES & SAND PLAY W/DIGGERS
- N- NEW 8'-WIDE PERIMETER PARK TRAIL
- O- "PRAIRIE GRASS" PLANTINGS AT TRAIL RUTS

PRAIRIE VILLAGE PARKS MASTER PLAN
**HARMON/SANTA FE PARK
 PLAY AREA DETAIL**

Please indicate your degree of satisfaction (on a scale of 1-5, with 5 being very satisfied and 1 being very dissatisfied; 0 is don't know) with the following Prairie Village Park Facilities and Programs.

	<u># of Respondents</u>	<u># of Resp. Not "0"</u>	<u>Avg. Score</u>
Franklin Park	620	484	4.46
Prairie Village Pool	560	350	4.35
Porter Park	564	398	4.31
Harmon/Santa Fe Park	531	274	4.27
Feeling of Safety in the Parks	584	493	4.26
Windsor Park	526	254	4.24
Bennett Park	493	149	4.24
Meadowlake Park	517	240	4.17
Prairie Park	478	111	4.17
McCrum Park	503	185	4.03
Pool Programming	486	166	3.98
Current Recreation Programming	479	175	3.73
Weltner (State Line) Park	480	118	3.54

Would you Like to see the City Offer Any of the Following Park Features?



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	-
	\$ 73,000	\$ 73,000	\$ 73,000	\$ 70,000

Economic Development Fund Allocation	
Park Land Acquisition and Improvements	\$1,200,000
Contingency Fund	\$272,943
Exterior Grant Program (3 years - 2017 - 2019)	\$150,000
Mission Road 75th to 83rd Street - aesthetic items	\$100,000
Village Square Design (Harmon)	\$50,000
Total	\$1,772,943

REQUEST FOR QUALIFICATIONS

Concept Design for Harmon and Santa Fe Parks Improvements and an Amphitheater

The City of Prairie Village (pop. 21,447) is seeking proposals from qualified and innovative firms to conduct a concept design for improvements to the City-owned parks of Harmon and Santa Fe (approximately 26 acres) located at 77th and Delmar, next to City Hall. In addition, the City is exploring the possibility of adding a multi-use amphitheater as part of the park improvements.

The City is looking for professionals with experience and expertise having previously provided planning, design, or construction administration for park improvements and an amphitheater. The City invites interested and qualified firms to submit a statement of qualifications that include:

- Discussion of the firm's capabilities;
- Summary of past project experience;
- Resumes of key design personnel that highlights what part of the project the individual will be responsible (e.g. principal in charge, designer, project management, etc.);
- Firm's approach to the process and initial ideas for the project

Qualifications will be accepted at City Hall until 4:00 p.m. on December 28, 2016.

If interested, please submit ten copies of qualifications (no more than 12 pages) to City Hall, City of Prairie Village, 7700 Mission Road, Prairie Village, Kansas 66208, Attn: Alley Williams. Additional information can be found at www.pvkansas.com under Doing Business/Bids and Proposals.

Background

In 2009, the City Council adopted the Parks & Recreation Master Plan (<http://pvkansas.com/city-government/departments/parks-recreation/parks-master-plan>), which guides the future development and enhancement of our City parks and recreation programming. For Harmon and Santa Fe Parks, the Plan identified a number of improvements including: adding eight-foot wide trails around the perimeter of the park and through the interior, skate park improvements, relocating and expanding the play area as a Santa Fe Trail-themed destination playground, incorporating prairie areas along the edges in sweeping bands of grasses, and much more. One specific improvement to the parks was the recommendation to fully develop the amphitheater area, creating a more formal amphitheater facility.

Furthermore, the City hosts the annual Prairie Village JazzFest every September, bringing thousands of people together to enjoy an evening of music, artistry, food and drink. As the City continues to strive to be a "destination jazz festival" in Kansas City, there have been discussions to build a permanent amphitheater structure.

Purpose

Prairie Village is looking to transform the underutilized park and green space into a “Village Square” which would be a focal point in the heart of the City by offering an array of activity opportunities, connectivity, and intergenerational appeal to our community.

Prairie Village envisions a multi-use amphitheater within Village Square that could serve a variety of purposes from “movie nights in the park” with a few hundred residents, to the annual JazzFest hosting over five thousand people. The consultant will be asked to consider a variety of events that currently occur as well as facilitate events that could occur in the future.

The amphitheater will be the first such facility for the City of Prairie Village and is intended to be a signature facility providing a wide range of community activity space. A significant goal of the project will be to develop the amphitheater in such a manner that the development of the structure will complement other park improvements in the vicinity and take into account the many benefits the park property could provide to our community while also being designed and built in such a way as to not negatively affect the neighboring residences.

The City has been considering park improvements to this area since the Parks & Recreation Master Plan was adopted in 2009 and has a continued interest to see a comprehensive plan to make this location a central and popular destination for residents.

Scope

The goal of this project is a site analysis that seeks to determine the feasibility and need of improvements to Harmon and Santa Fe Parks and the addition of an amphitheater. The specific process will be determined during contract negotiation, but at a minimum the scope will include small group interviews of identified stakeholders, elected officials and professional staff, as well as workshops with the community at large. Scope may also include:

- Assessment of the development of Meadowbrook Park in City limits and its impact on Village Square
- Potential programming ideas for the amphitheater to make the facility cost neutral
- Incorporating the renovated skate park design into the overall improvements

The deliverable will be concept plans, preliminary cost estimates, and documents in sufficient detail to communicate the coordinated vision of the Village Square plan to City Council and the public.

Review

Requests for Qualifications will be reviewed by the Village Square Committee (a committee created for this specific project and comprised of Council Members, City staff, and residents). Interviews will also be conducted by the committee. The successful proposal will demonstrate the ability to:

- Manage public processes and presentations;
- Develop creative and innovate uses to attract events and users to the park;
- Be in the most cost effective and functional manner;
- Meet the most current expectation for quality public space and serve a variety of possible markets;
- Be creative, highlighting how the firm would go about this project and why it is important for this location

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

MASTER PLAN FOR HARMON AND SANTA FE PARK

THIS AGREEMENT, made at the Prairie Village, Kansas, this _____ day of _____, _____ by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, and BBN Architects, Inc., a _____ corporation with offices at 411 Nichols Road, Suite 246, Kansas City, MO 64112, hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional design firm to provide services for a concept design for improvements to the City-owned parks of Harmon and Santa Fe (approximately 26 acres) located at 77th and Delmar, next to the municipal offices complex, including the possibility of adding a multi-use amphitheater as part of the park improvements, hereinafter called the “**Project**”,

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

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

1 **CITY RESPONSIBILITIES**

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

- 1.4 The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- 1.5 The City shall diligently review all submittals presented by the Consultant.

2 CONSULTANT RESPONSIBILITIES

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

3 SCOPE OF CONSULTANT SERVICES

Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to the Project. The scope and timeline for Consultant's services are generally defined below and in more detail in Consultant's proposal attached hereto as Exhibit A.

4 TIME SCHEDULE

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

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

- 4.5 Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services as shown in the attached timeline.

5 COMPENSATION

- 5.1 The City agrees to pay the Consultant as maximum compensation as defined in the proposal letter attached as Exhibit B for the scope of services the following fees:

5.1.1 Total Fees - \$49,914.00

- 5.2 The compensation will be billed by percentage of completion of the defined scope.
- 5.3 The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- 5.4 All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include the percentage of completion for the defined tasks.
- 5.5 The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

6 GENERAL PROVISIONS

- 6.1 **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- 6.2 **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- 6.3 **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses

including attorney's fees arising out of or resulting reuse of the documents. In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

6.4 Insurance:

- 6.4.1 The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$35,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- 6.4.2 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.
- 6.4.3 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- 6.4.4 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

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

partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

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

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

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

City:

City of Prairie Village, Kansas

By:

Laura Wassmer, Mayor

Address for giving notices:

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

Telephone: 913-385-4600

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

BBN ARCHITECTS, INC.

By

Scott Bingham, Principal

Address for giving notices:

411 Nichols Rd.
Suite 246
Kansas City, MO 64112

Telephone: 816-753-2550

APPROVED AS TO FORM BY:

Catherine Logan, City Attorney



INTEGRATING NATURE
AND ARCHITECTURE
BBN
ARCHITECTS
INC

411 NICHOLS ROAD
S U I T E 2 4 6
KANSAS CITY, MO
64112-2033

Phone: 816.753.2550
bbnarchitects.com

228 POYNTZ AVE
MANHATTAN, KS
66502-0102

Phone: 785.776.4912
Fax: 785.776.0944
bbnarchitects.com

Mr. Quinn Bennion
City Administrator
City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208

March 27, 2017

RE: Design Service Proposal for Harmon/Santa Fe Park Master Plan

Mr. Bennion:

BBN Architects is pleased to provide this scope of services and fee proposal for the development of the Harmon/Santa Fe Park Master Plan. Our planning and design team includes professionals from **Ballard*King Associates**, lending their expertise in operational planning and financial feasibility analysis and **The Sextant Group** for their understanding of amphitheater sound and lighting systems.

Please find the following description of our proposed scope of services, anticipated schedule, and proposed fee for your consideration.

Scope of Services

A. Information Gathering and Needs Assessment

The design team will review the past studies provided by the city, particularly the 2009 Master Plan, as a basis for the park amenities desired for the Harmon/Santa Fe Park Master Plan. In the absence of a site survey, the design team will prepare a base map of the project area utilizing the county's mapping system including: aerial photography, boundary information, topography, and available utility information.

Based on the most recent census data provided in the 2009 Master Plan, the design team will perform a market assessment that will examine the potential of an outdoor amphitheater. Comparable facilities within the Kansas City metropolitan area will be considered in determining what scale, available amenities and programming would be required for a viable outdoor amphitheater.

B. Site Analysis

The BBN team will perform on-site reconnaissance and document observations related to the opportunities and constraints of the existing park and produce a site analysis based on the proposed improvements conveyed in the 2009 Master Plan. This analysis will graphically convey the park's assets and liabilities, along with observations on how the site's issues relate to the proposed amenities.

C. Initial Committees Meeting

BBN will facilitate a review meeting to include the appointed Steering Committee and the Prairie Village Parks and Recreation Committee. The key objective of this meeting will be to share the findings from the previous two tasks. The BBN team will solicit feedback from the group on these findings and lead a discussion on how best to implement the “Village Square” concept.

BBN will organize the input received during the meeting and share the results with the two committees. The committees will then have an opportunity to respond to the summary so that a clear direction on the desired approach to the concept development will be established.

D. Operational Aspects & Revenue Potential

To address the operational aspects and revenue potential of the amphitheater, the design team will provide a report on the amphitheater facilities, expense ranges, revenue potential, and management recommendations. The overall recommendations will be developed in conjunction with the master plan’s phasing plan. Additional information from the city will be required including organization charts (specific to parks), the city’s definition of a “cost neutral” operation, part-time staff rates of compensation, full-time staff rates of compensation, and programming goals for future facilities.

E. Development of Concepts and Costs

The design team will develop two concepts that address the feedback provided from the Initial Meeting With the Committees and respond to the unique demands of the site. These graphic plans will be conceptual in nature, showing the proposed elements and their relationship to each other and the site’s characteristics. Each plan will note the proposed facilities, support structures, circulation and other items needed to clearly define the design intent of each concept. An order of magnitude estimate of construction cost will accompany each concept.

F. Committees Concept Review Meeting

BBN will lead a concept review meeting with the Steering Committee, reviewing the two concepts and soliciting input with the expectation that a direction will be determined for the master plan design at the conclusion of the meeting.

G. Resident Meeting with the Desired Concept

Based on the direction given at the Concept Review Meeting, BBN will produce a desired concept for the park’s design. A color illustrated site plan will be prepared, depicting the proposed amenities within the context of the existing park. BBN will present this plan at a Resident Meeting, but it is assumed that Prairie Village will facilitate all the other aspects of the Resident Meeting.

H. Refined Master Plan and Project Phasing

BBN will make any minor refinements necessitated from the feedback given at the Resident Meeting and supplement it with supporting images and/or sketches to help convey the design intent. Also included will be a preliminary conceptual amphitheater program document with narrative descriptions of the basis of design for configuration and sizing of performance and audience areas, support spaces, lighting, and audiovisual systems, and a discussion of relevant technology trends. The program is intended to be used as a decision-making tool for planning and budgeting purposes and will not identify specific manufacturers, makes or model numbers.

A preliminary statement of probable construction cost will be prepared by BBN for the master plan. With the city's guidance on reasonable requests for annual capital improvements, the design team will suggest a phasing plan that reflects the park improvements in their priority ranking and most logical construction sequence.

I. Draft Master Plan Review Meeting and City Council Presentation of the Final Master Plan

BBN will prepare a draft Power Point Presentation of the master plan that will explain the planning process and will include an illustrative site plan, supporting images/graphics and a summary of anticipated phasing and costs. This presentation will be shared with the Parks and Recreation Committee and the Steering Committee at a combined meeting. It is anticipated that minor revisions to the draft may be required following this presentation. BBN will make those final revisions prior to the City Council presentation and prepare the executive summary of the master plan for distribution to the city in digital format. The final Power Point Presentation of the master plan will be presented to the City Council.

Project Schedule

The attached timeline identifies the scope items listed above and their anticipated duration. Time periods noted are pending availability of committee members and council schedule.

Master Plan Project Fee

BBN proposes an hourly not to exceed fee of \$49,914.00 for the scope of services described above. A modest allowance for in-house printing is included in the fee, with the assumption that the distribution of the documents will be done electronically. Our out-of-town consultants will participate remotely in the design process. Please refer to the attached fee summary outlining the man hours and fees for each task.

We look forward to working with you and other representatives of the city on this project. Should you have any questions or require additional information please contact me.

Sincerely,



Scott Bingham, ASLA, PLA, LEED AP, Principal
BBN ARCHITECTS INC.
sbingham@bbnarchitects.com

Attachments: Fee Summary
Timeline

MAYOR'S ANNOUNCEMENTS
April 3, 2017

Committee meetings scheduled for the next two weeks include:

Planning Commission	04/04/2017	7:00 p.m.
Tree Board	04/05/2017	6:00 p.m.
Prairie Village Arts Council	04/12/2017	5:30 p.m.
Council Committee of the Whole	04/17/2017	6:00 p.m.
City Council	04/17/2017	7:30 p.m.

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The Prairie Village Arts Council is pleased to feature the "Future of the Arts" exhibit in the R.G. Endres Gallery during the month of April. The artist reception will be held on Friday, April 14th.

2017 Recreation Memberships are now on sale.

The 2017 annual Large Item Pick up has been scheduled for Saturday April 22nd for homes on 75th Street and north of 75th street; homes south of 75th Street will be collected on Saturday, April 29th.

INFORMATIONAL ITEMS
April 3, 2017

1. Council Committee of the Whole Minutes - 3/20/2017
2. Planning Commission Agenda - 04/04/2017
3. VillageFest Minutes - 2/26/2017
4. Safe Haven for Newborns Proclamation
5. UCS Human Services Fund 2016 year-end report
6. Mark Your Calendar

COUNCIL COMMITTEE OF THE WHOLE
March 20, 2017

The Council Committee of the Whole met on Monday, March 20, 2017 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: Mayor Laura Wassmer, Ashley Weaver, Jori Nelson, Serena Schermoly, Steve Noll, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden, Ted Odell and Terrence Gallagher.

Staff Members present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Wes Jordan, Assistant City Administrator; Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk. Also present was Chris Brewster, City Planning Consultant and teen council member Zoe Nason.

Discuss amendments to Zoning Regulations

The Governing Body has identified in Council Priority Listing #4 “Review and Update to the Zoning Code” to include allowable uses and Special Use Permits. Mr. Jordan stated that over the course of the past two years, City Planner Chris Brewster and Codes Staff have found other areas of the code that need to be updated. He noted that Mr. Brewster has extensive experience and background in the revision of zoning regulations and called upon Mr. Brewster to review the following areas identified with the goal of seeking Council input and direction on existing codes that need further review or consideration of changes, additions, or amendments.

- Special Use Permits
- Conditional Use Permits
- Wireless Facilities (this Chapter is currently being revised by David Waters, Lathrop & Gage)
- Sign Guidelines & Standards
- Alternative Energy Systems (Solar Panels)
- Residential Zoning (Phase II)

Special Use Permits/Conditional Use Permits

Mr. Brewster noted that most cities view these as the same; however, over time Prairie Village has separated them with Special Use Permits having a higher threshold requiring a public hearing and approval of the Governing Body for a specified list of uses. Conditional Use Permits have conditions of approval identified and require only the approval of the Planning Commission. These are generally more standard uses such as maintenance facilities, satellite dish antennas, utility boxes and drive-thru facilities. Proposed revisions would look at the identified uses, approval processes and possible combination of the two.

Wireless Facilities

Mr. Brewster noted that this chapter is currently being revised by David Waters with Lathrop & Gage. Several changes are required to meet the revised regulations in this area. This is an evolving area that needs immediate attention.

Sign Guidelines and Standards

In addition to the standard sign regulations, the city code requires multi-tenant commercial buildings to have property specific sign standards. This regulation was established to maintain uniformity and consistency in signage for commercial areas. Mr. Brewster and codes staff have found these to be difficult to deal with. They generally address letter style, height and logos addressing sign specifications more than sign standards which are addressed in the code. Staff would like to get away from property specific sign standards and only require compliance with general sign standards as specified by the city's code addressing quantity of signs, size and area.

Alternative Energy

The current code was adopted in 2012. The terminology used is not clear and difficult to enforce consistently and in accordance with current industry standards.

Phase II Residential Zoning

After the adoption of the latest revisions to the residential zoning regulations, the City Council directed staff to wait to see the impact of those changes before proceeding on any further design restrictions. In the consideration of the repeal of the Countryside East Homes Association Design Guidelines, Planning Commission members asked what the status of Phase II was noting that it could be a way to address some of the concerns of the Countryside East residents.

Mr. Brewster noted that the Planning Commission is currently in the process of reviewing and possibly repealing the only overlay district in the City with the support of the homes association board for which it was enacted. Neighborhood meetings are being held and it will come before the Planning Commission again in May.

Mr. Brewster stated the goal of the revisions would be generally to address small clean-up items, simplifying and reorganizing the code to be more user-friendly.

Ted Odell noted that his concern with potential changes is to maintain a balance and not prohibit growth and development or the use of alternative energy. Mr. Brewster noted the changes being considered to alternative energy would bring clarity to the types of installations allowed.

Mr. Brewster replied his approach to the SUP/CUP regulations would be to look at what uses are allowed in all districts, to clarify terminology across districts, remove inconsistencies. It would be a systematic review of all uses.

Mayor Wassmer noted there are several uses identified that she does not believe the City Council would support and feels staff needs Council input on what uses they would support in zoning districts.

Ted Odell asked for clarification on the MXD zoning district and its possible tailoring to allow for it to be used in the development of smaller areas. Mr. Brewster replied that MXD is a generic term that allows for the integration of multiple uses. An important factor to consider in using MXD is what the zoning is trying to accomplish. The current

code is more residential friendly. He noted that guidelines could be added as to the type of buildings and the scale of uses.

Sheila Myers confirmed that protest petitions are allowed for special use permit and conditional use permit applications as well as for rezoning applications.

Terrence Gallagher stated he would like to see the regulations tightened up to avoid what happened on Stateline last year. Mr. Brewster noted that the city does not have any design or landscape standards to address transitions from one zoning district or use to another. He felt these would have been helpful in that situation. Mr. Gallagher asked why the city had supplemental sign standards. Mr. Brewster noted they allowed the property owner to have more control on the signage placed on their property and also allowed for more creativity in signage.

Jori Nelson asked for clarification on the different commercial zones. Mr. Brewster replied that there are four commercial zoning districts. C-0 is restricted to Office uses; C-1 is a restricted business district allowing for office uses as well as some retail; C-2 General Business District is less restrictive and C-3 is a special use business district approved for a specific use.

Sheila Myers noted she sees potential conflict along 75th Street with the transitioning from commercial to residential districts similar to that experienced on Stateline Road.

Wes Jordan stated has been approached by several architects who would like to volunteer their time to take a much different look and approach to the Phase II guideline premise that was placed in the inactive priority category. The architects have expressed similar beliefs that they could possibly offer adjustments to zoning that will preface subtle amenities that make the Prairie Villages housing market attractive in existing neighborhoods. Mr. Jordan noted that he views such action as taking very slow and progressive steps in order to gain community acceptance.

Serena Schermoly supported waiting longer before moving forward with Phase II.

Jori Nelson stated what she has heard from her residents is that they would like to see something that is not considered to be an “all or nothing” action. She would like to see consensus reached on a few of the design issues raised such as windows.

Terrence Gallagher confirmed that the architects are not looking at the creation of a “toolkit” or an “architectural review board”. Wes Jordan replied they are talking about things that would not be disruptive to a builder.

Mayor Wassmer stated that if people are willing to give their opinion and time, she is interested in hearing what they have to say. She does not feel it has to be a formal approach. She noted that there is a definite split between those who want full restrictions and those who want nothing; however, if some agreement could be reached on some common elements, it would be great.

Ted Odell noted Phase II is very broad and he would like to hear more discussion on what this would be. If there are people available and this would not take a lot of staff time, he would like to see a list of items that could be looked at.

Serena Schermoly stated she is supportive if all those interested are allowed to participate. She asked what would have to come off the priority list for this to be done. Mr. Jordan stated this would be done in conjunction with #4 the zoning code review and noted that the staff time involved would be primarily that of Mr. Brewster. His plan would shift the workload from staff to the committee/volunteers. Mr. Jordan stated the involved volunteers would be inclusive as requested by Mrs. Schermoly. Mayor Wassmer stressed that this group also needs to be productive and willing to work together.

Sheila Myers moved the city council authorize staff to review the zoning code items as identified and to look at Phase II residential design items separately with volunteers bringing back to the Governing Body a list of items to be considered in the Phase II process. The motion was seconded by Brooke Morehead and passed unanimously.

COU2017-15 Consider approval of purchase of LED streetlight heads

Council President Ted Odell recused himself due to a potential professional conflict of interest. Former Council President Brooke Morehead took over as chair.

Keith Bredehoeft noted that in 2016 Prairie Village purchased the streetlight system from KCPL. As part of that purchase Council approved the upgrade of the heads to LED's at the time of purchase. He noted that the city currently has approximately 350 LED streetlights in place. Bonds were sold for the purchase of the streetlights. The bonds were sized and sold to include funds for the upgrade to LED heads.

Mr. Bredehoeft reviewed the following manufacturer selection process for the LED heads.

1. Mark Sherfy with BHC Rhodes assisted with the development of a product specification sheet and RFQ that was sent to LED manufacturers. Mr. Sherfy, who worked for the City of Shawnee in their Traffic Department and was responsible for their streetlight system, provided technical advice to Public Works throughout this process.
2. Nine proposals were received with each manufacturer describing their product. All manufacturers met product specifications but not all had LED lights installed locally.
3. All proposals were reviewed with the following three firms selected to submit cost proposals for their product.

<u>Company</u>	<u>Total Cost for Estimated LED's</u>
Phillips Lighting	\$334,323
Leotek Lighting	\$372,613
American Electric Lighting	\$414,213

4. Phillips Lighting being the low price was asked to install 5 new LED lights which have been placed in the area of Reinhardt and 79th Street.

Based on the above selection process, staff recommends Phillips Lighting be selected

to supply the new LED heads for our streetlight system. Phillips was the lowest cost and the lights installed on Reinhardt and 79th Streets showed the lights to be acceptable. The Phillips LED lights do meet the recent AMA recommended guidelines for Color Temperature. The lights will take four to six weeks to manufacture.

Mr. Bredehoeft noted the installation costs were previously bid in conjunction with the Streetlight Maintenance contract with Black and MacDonald in the amount of \$121,086 for the estimated quantity or \$69.75 each. The installation will be done by Black and MacDonald.

For budgeting purposes staff will allocate \$500,000 for the LED head purchase and installation. The installation will occur over a period of three months. The proposed budget for this project was \$3,200,000 with \$750,000 being budgeted for the LED upgrades of 1736 lights. Given the competitive bids for the LED heads of \$455,509, there will be about \$417,055 in bond proceeds remaining. It is expected to use these funds to pay off the bonds early.

Dan Runion confirmed the warranty is for the ten year period as specified in the proposal. Mr. Bredehoeft noted this technology has been very reliable and the units should last a very long time; however, if there is any problem, they would be warranted. Mr. Runion asked if the LED head was restricted or if it could be changed. Steve Truebner with Phillips responded the head could be retrofit.

Mr. Runion noted the AMA guidelines recommend the lowest kelvin. Mr. Truebner confirmed that the Phillips unit was 3000 kelvin which is the industry standard. He noted that last year the standard was 4000 kelvin and many cities are now changing those out.

Sheila Myers asked if Public Works had any comments from the residents on the streets where the new lights were installed. Mr. Bredehoeft replied they had not and added that there are currently 350 LED lights located throughout the city and he has only had one complaint from a resident. Serena asked how these lights compared to the new streetlights. Mr. Bredehoeft replied they were likely the older 4000 kelvin technology.

Brooke Morehead asked what the payback period was on the streetlights. Mayor Wassmer replied seven years, but with the option to pay back earlier.

Quinn Bennion stated that he had talked with the city's bond counsel Gary Anderson regarding the possible uses of the additional funds that are available due to the lower costs. As Mr. Bredehoeft stated earlier, the plan was for any unspent bond funds to be used to pay off the bonds early. However, Mr. Bennion stated according to Mr. Anderson the city has the following three options available for those funds:

1. Follow the original plan to repay bonds early
2. Reapprove the authorizing bond ordinance language to allow for an alternative use of the funds.
3. Make the first payment due in September with the excess bond funds and use the unused available city funds as desired by the Council.

Mayor Wassmer noted that because of the favorable bond interest rate she wanted to know if these funds could be used elsewhere such as additional street work rather than going to repay the bonds early. Mr. Bennion confirmed this could easily be done through option 3.

Sheila Myers made the following motion, which was seconded by Terrence Gallagher and passed unanimously:

**APPROVE THE PURCHASE OF LED STREETLIGHT
HEADS FROM PHILLIPS LIGHTING
COUNCIL ACTION TAKEN
03/20/2017**

COU2017-16 Consider approval of agreement with Affinis Corp for the Design of the 2017 Drainage Program

Keith Bredehoeft noted that the design contract with Affinis was extended for an additional year. This agreement is for the design of the 2017 Drainage Program with construction anticipated to begin late summer of 2017 and contains the following tentative list of channels for improvement:

1. Concrete Channel Repair - North of 83rd Street (East of Mission) to Somerset Drive
2. Concrete Channel Repair - Near 4406 72nd Street
3. Concrete Channel Replacement - Near 7205 Canterbury Street and the intersection of Canterbury Street and Windsor Street
4. Streambank Restoration - Corinth Elementary

Mr. Bredehoeft noted #4 is being done in conjunction with the Shawnee Mission School District. Mr. Runion stated that he recognizes the problems behind Corinth Elementary; however, he is reluctant to spend city funds to solve the School District's problem.

Sheila Myers made the following motion which was seconded by Brooke Morehead and passed unanimously:

**MOVE THE CITY COUNCIL APPROVE THE DESIGN
AGREEMENT WITH AFFINIS CORPORATION FOR THE
DESIGN OF THE 2017 DRAINAGE PROGRAM IN THE
AMOUNT OF \$61,067**

**COUNCIL ACTION TAKEN
03/21/2017**

COU2017-17 Consider approval of Contract with McAnany Construction for the 2017 UBAS program

Keith Bredehoeft noted that UBAS was an ultra thin bonding material used last year by the city on streets done in conjunction with the City of Overland Park. On March 10, 2017, the City Clerk opened the following bids for the 2017 UBAS Program:

McAnany Construction	\$ 358,205.23
Superior Bowen	\$ 388,174.87

The engineer's estimate for the program was \$386,937.10 with the budget for the program being \$395,000. The contract will be awarded for that amount with locations for repairs being increased to utilize the entire budget. Funding is available in the Capital Infrastructure Program Project UBAS2017. Mr. Bredehoeft noted that McAnany Construction was the contractor for the work done last year in conjunction with Overland Park.

Steve Noll made the following motion which was seconded by Ashley Weaver and passed unanimously:

**MOVE THE CITY COUNCIL AUTHORIZE THE MAYOR TO SIGN
THE CONSTRUCTION CONTRACT WITH McANANY CONSTRUCTION
FOR THE 2017 UBAS PROGRAM IN THE AMOUNT OF \$395,000
COUNCIL ACTION TAKEN
03/20/2017**

COU2017-18 Consider approval of contract with Phoenix Concrete and Underground, LLC for the 2017 Concrete Repair Program

On March 10, 2017, the City Clerk opened bids for the 2017 Concrete Repair Program. This program consists of repairs to deteriorated concrete sidewalk, curb and ADA ramps. The primary location of work for 2017 is the City's Maintenance District #31 which is east of Mission Road between 71st and 75th Streets.

The following six bids were received:

Phoenix Concrete	\$ 658,129.47
Kansas Heavy	\$ 685,374.00
O'Donnell & Sons	\$ 729,746.00
Amino Brothers	\$ 769,368.30
JM Fahey	\$ 858,406.50
Freeman Concrete Construction	\$1,024,881.84

The Engineer's estimate was \$694,598 with \$695,000 budgeted for this project. The contract will be awarded for that amount with locations of repairs being increased to utilize the \$695,000 budget.

Jori Nelson requested a list of the areas/streets to be completed under this contract. Mr. Bredehoeft stated that he would provide a map of the areas where work would be done.

Terrence Gallagher made the following motion, which was seconded by Sheila Myers and passed unanimously:

**MOVE THE CITY COUNCIL AUTHORIZE THE MAYOR TO SIGN
THE CONSTRUCTION CONTRACT WITH PHOENIX CONCRETE
AND UNDERGROUND, LLC FOR THE 2017 CONCRETE REPAIR
PROGRAM IN THE AMOUNT OF \$695,000
COUNCIL ACTION TAKEN
03/20/2017**

Discussion of draft amendments to Chapter XV - Utilities Article 1-3

Wes Jordan stated that the majority of ordinances in Chapter XV are specific to Solid Waste and it would appear the last comprehensive review/revision occurred in 1973. The City entered into a comprehensive contractual agreement with Republic Services in 2016 resulting in many of the existing ordinances no longer needed as they are comprehensively outlined in the current Residential Solid Waste & Recycling Services Agreement with Republic Services.

He has been working with the City Attorney to determine what existing ordinances are now specified by contractual agreement in relation to existing ordinances and what regulatory ordinances are still needed. At this juncture of revision, the amendments are still considered “work-in-progress.” Mr. Jordan requested Council input on the proposed draft amendment.

Serena Schermoly questioned the prohibition of collection between the hours of 7 a.m. and 9 a.m. Mr. Jordan replied that this restriction only applies to arterial streets. Mrs. Schermoly asked how the anti-scavenger regulations in 15-223 applied to the Large Item Pickup. Mr. Jordan responded that these regulations address an individual picking up materials such as recycling and selling it and would not be applicable to the Large Item Pickup. Mrs. Schermoly questioned the removal of Section 15-307 regarding the bundling of tree limbs. Mr. Jordan stated that this requirement was covered in the city’s contract with Republic. He noted that whatever is addressed in the contract has been removed from the code. Mrs. Schermoly asked how this information would be conveyed to residents. Mr. Jordan replied that solid waste requirements and information for residents would be available on the city’s website and city’s written publications.

Mr. Jordan stated he is seeking specific direction from the Council regarding the regulations related to screening requirements for: residential trash/recycling carts, storage pods and commercial containers for glass, clothing, recyclables, etc.

The current ordinance (15-320) states, “All Residential and Commercial solid waste containers shall be stored upon private property....and shall be screened or otherwise located so as to not be in the view of persons using public streets or walkways.” The ordinance does not address screening requirements for commercial storage pods or recyclables, only residential trash/recyclable containers. Among the items not addressed are the donation containers located in several of the schools for recycling paper, clothing donations, etc. Also not addressed are the large purple “Ripple Glass” containers located at the two shopping centers.

Mr. Jordan reported that the Ripple Glass container at the Corinth Shopping Center is emptied twice a week collecting approximately nine ton of glass each week. 464 ton of glass was collected from this location last year. The container at the Prairie Village Shopping Center is emptied once a week collecting approximately six ton of glass each week with 310 ton of glass collected last year from this location. Most of the complaints received by the codes department are related to the “Ripple Glass” containers.

Ted Odell confirmed that new commercial construction is required to screen their trash receptacles.

Jori Nelson noted she has received complaints from neighbors near the Prairie Village Shopping Center on the noise from the "Ripple Glass" collection bins. She suggested that perhaps a barrier could be constructed between the bins and the neighboring residents to buffer the noise, but not a complete screening of the containers. She added there are also issues with materials being left on the ground. Mr. Jordan noted that First Washington has hired an individual that will be responsible for maintenance of the areas around the containers. Sheila Myers noted that noise is not a problem for the units at the Corinth Shopping Center due to their location away from residential properties.

Wes Jordan noted another new issue is the temporary construction pods placed at homes when remodeling is being done. These are temporary in nature, but what if they become long-term or permanent. Terrence Gallagher stated these are a separate issue.

Brooke Morehead moved to direct staff to add language to the proposed code to require screening of commercial recycling containers. The motion was seconded by Ashley Weaver.

Council President Ted Odell stated that discussion and action on this item will be carried over to Old Business at the City Council meeting.

ADJOURNMENT

Council President Ted Odell adjourned the Council Committee of the Whole meeting at 7:26 p.m.

Ted Odell
Council President

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
TUESDAY, APRIL 4, 2017
7700 MISSION ROAD
7:00 P.M.**

- I. ROLL CALL
- II. APPROVAL OF PLANNING COMMISSION MINUTES - MARCH 7, 2017
- III. PUBLIC HEARINGS
- IV. NON-PUBLIC HEARINGS
 - PC2017-102 Site Plan Approval for a shade structure
Asbury United Church/Children's Center
5400 West 75th Street
Zoning: R-1a
Applicant: Adam Winzenried for Asbury Children's Center
 - PC2017-103 Temporary Use Permit - Summer Treatment Program
4801 West 79th Street
Zoning: R-1a
Applicant: Children's Mercy Hospital
- V. OTHER BUSINESS
Staff Interpretation on Solar Panels
- VI. ADJOURNMENT

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

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

Village Fest Committee Meeting
February 23, 2017 – 5:30 p.m.
City Hall – Multi-Purpose Room

In attendance: Meghan Buum, Susan Forrest, Ted Fritz, Toby Fritz, Morgan Greer, Cindy Jenny, Courtney McFadden, Kathleen Murray, Danny Pompey, Rob Ralston, Teresa Stewart, Corbin Trimble, Dale Warman, Sgt. Ivan Washington

Approval of minutes: Toby Fritz made a motion to approve the minutes from the January 2017 meeting. Danny Pompey seconded the motion and they passed unanimously.

Committee updates

- Vendor contracts—Meghan reported that she had been contacting vendors. Everyone is back for next year. As discussed at the January meeting, she added two inflatables and is trying to add an extra mechanical ride. We will have the quad jump, train, and tornado and are next in line for the rock wall if another renter let's go of their hold.
- Pancake Breakfast – Dale will contact the Masons and the Boy Scouts to volunteer.
- Marching Falcons – Teresa contacted the Marching Falcons and they were able to participate again this year.
- Spirit Award Ceremony, color guard & national anthem singer: Toby let the committee members know that the Spirit Award form is updated on the website. He encouraged people to make nominations. Corbin has booked Kristy Lambert to sing the anthem again and all the main stage entertainment will be back.
- Pie contest – Susan said planning is underway. She would like to emphasize the prizes over the judges in the marketing this year.
- Food vendors—Meghan will coordinate with the food vendors. Should the bundt cake vendor return, he will be placed further away from Rex Nolan.
- Craft vendors – Danny met with Barb to transition to be the new coordinator. He will send an email to previous vendors later this spring. The craft show will be capped at 22 vendors.
- Info booth – No new updates
- Volunteers – Morgan asked committee members to let him know how many volunteers they needed at each event. Teresa proposed getting volunteer t-shirts. Dale will look into pricing.
- Car Show – Rob has been talking to several car owners. They think they could get quite a few more vehicles to display. Rob and Meghan will meet to look at the area to determine the total number we can accommodate.
- Marketing – Kathleen will price the changes to the large event banners for Mission Road and 75th Street. She will create new directional signage for the parade, pie contest, and historical exhibit.
- “Wow” event – Dale priced a flyover of World War II planes. For a total of \$2,000, four planes will fly over the event twice. If the planes are unable to fly due to weather, we will not have to pay. He also priced skydivers at \$3,000 however there are space constraints with the area so it is

not a good fit for the event. The committee voted to move forward with the flyover as close to 9:50 a.m. as possible.

- Porta-potties – Meghan reported that the new trash provider will donate porta-potties for the event.
- Headstrong for Jake – Sgt. Washington reported that Headstrong for Jake will be back with bike helmets at the event. He asked the committee if they wanted the Police Department to provide the “rodeo” portion of the event. The committee decided that the bike helmets were the main attraction and the rodeo space could be used for something else.
- Pioneer Trails Historical Display – Ted reported that Mahaffie in Olathe could provide historical information, re-enactors, and a wagon.
- Military vehicles – Ted stated that he might be able to get 3-5 military vehicles. They could use the space where the bike rodeo used to be located. They would need to be in place by 8 a.m.
- Parade – A motorcycle officer will start the children’s parade at 11:00 a.m.

CITY OF PRAIRIE VILLAGE PROCLAMATION

Whereas, tragic cases of abandoned newborns have been frequent in our nation; and

Whereas, Safe Haven for Newborn laws in Kansas provide a safe and legal solution when it comes to the serious issue of infant abandonment, saving the lives of innocent babies who would otherwise be at-risk of possible death, neglect or abuse; and

Whereas, Safe Haven for Newborn laws provide adoption opportunities to many Kansas families who are eager and prepared to fulfill their dreams to adopt and raise children; and

Whereas, the state of Kansas recognized and addressed the need for protection of newborns whose parents are unable or unwilling to provide a safe home for their babies by approving Safe Haven for Newborns legislation; and

Whereas, children are the foundation for a prosperous and innovative society, and the foundation for a child's growth and development is established when every community and every citizen takes responsibility for creating healthy environments where our children can thrive; and

Whereas, the month of April is recognized as National Child Abuse Prevention Month and Safe Haven for Newborns laws represent primary child abuse prevention strategies; and

Whereas, effective child abuse prevention programs are essential and succeed because of community partnerships created among citizens, social service agencies, civic organizations, schools, businesses, law enforcement, fire departments, city and county health departments, pregnancy resource centers, maternity homes and hospitals.

Now Therefore, Be it Resolved, I, Laura Wassmer, Mayor of Prairie Village, Kansas, do hereby proclaim April 6, 2017 to be

“Safe Haven for Newborns Day”

in City of Prairie Village, Kansas.

Mayor Laura Wassmer

City Clerk

Date



**Human Service Fund
A Collaborative City/County Partnership
Managed by United Community Services of Johnson County**

2016 Year-End Report

Since 1990, United Community Services of Johnson County (UCS) has worked in partnership with cities and Johnson County Government to support programs that improve the quality of life through human service strategies. For 2016, 13 nonprofit organizations were awarded \$301,965.

This report provides an overview of the programs supported by the Human Service Fund during 2016. Please note in the report we have highlighted the number of Johnson County residents served (some programs also serve individuals living outside of Johnson County). Approximately 57,572 Johnson County residents benefited from programs designed offer support or create opportunities to help people avoid or escape poverty.

2016 Human Service Fund Priorities:

1. Programs funded by the HSF must deliver measureable outcomes which benefit Johnson County residents and, in the long-term, benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
2. Programs funded by the HSF must fit the definition of “Safety Net or Work Supports.” Priority is given to programs that address child care, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care.
3. Priority will be given to programs that serve individuals and/or families with income below or near the federal poverty level.
4. Priority will be given to programs that are not primarily funded or delivered by local, state or federal governments.
5. Priority will be given to programs that demonstrate innovation and/or collaboration in program delivery.

The UCS board of directors, funded programs and program participants thank the Board of County Commissioners, and Mayors and Council Members who make these funds available. For additional information, contact Marya Schott, UCS Community Initiatives Director, 913.438.4764, maryas@ucsjoco.org.

2016 Funding	
Johnson County Government	\$121,275
15 Cities	\$204,890
Total Dollars	\$326,165
UCS Administration	-\$24,200
Grant Awards	\$301,965

Participating jurisdictions include: Johnson County, De Soto, Edgerton, Gardner, Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village, Roeland Park, Shawnee, Spring Hill, Westwood and Westwood Hills.



2016 Human Service Fund Year-End Report

CASA of Johnson and Wyandotte Counties

Number of Johnson County residents served:
305 children

\$25,465 Grant

CASA's (Court-Appointed Special Advocate) Children in Need of Care (CINC) program is a court-ordered program that serves children involved in cases where conflicting case information has been presented to the judge, there is extreme neglect or abuse, or there are concerns about implementation of services. A trained CASA volunteer advocate focuses on the child's needs. The volunteer gathers information from significant adults in the child's life, and with a CASA supervisor, submits a report to the judge who is then able to make a more informed decision regarding the child's future. The CINC program served 315 children from within and outside of Johnson County,

Outcomes achieved during 2016: During the year, CASA supervisors guided and managed 211 volunteers who advocated for children (some volunteers volunteer for more than one case). 98% of children served by CASA had a stable adult presence in their CASA volunteer during their court involvement. 99% of children served were not reported to Kansas Department for Children and Families (DCF) as concern for abuse or neglect. In July DCF returned to a three-tiered system of case findings (unsubstantiated, affirmed and substantiated). CASA is monitoring how this system change affects case findings, and continues to work to support volunteers taking more than one case.

Catholic Charities of Northeast Kansas

Number of Johnson County residents served: 27,318

\$70,000 Grant

Through two centers in Johnson County, Catholic Charities of Northeast Kansas provides an emergency assistance and transitional housing program for families living at or below 150% of federal poverty guidelines (\$30,240 in 2016 for a family of 3 – the average family size served). Emergency assistance protects and promotes the well-being of families and children by meeting basic needs such as food, shelter and clothing, as well as prescription medication, utility payments, and gasoline for emergencies or job transportation. The program includes temporary child care assistance for low-income parents who are working, attending school full time or searching for employment. Strength-based case management, coupled with financial education and asset development, helps families identify the strengths they possess and move toward stability and economic self-sufficiency. The program served 28,775 individuals from within and outside of Johnson County.

Outcomes achieved during 2016: Visits to Catholic Charities for food assistance totaled 64,977. This included assistance with applications for SNAP (Supplemental Nutrition Assistance Program, previously known as Food Stamps), and food from the agency's pantry. Direct financial assistance enabled 1,383 individuals to maintain housing for at least 30 days. 2,090 individuals benefited from utility service assistance which enabled them to sustain utility services. 80% of individuals who received financial assistance completed at least one component of financial literacy education, and all of the individuals who received direct financial assistance (3,473) also received budget coaching that included a financial assessment.

El Centro, Inc. El Centro’s Johnson County Family Services Program provides a set of safety-net services to low-income, under-/uninsured Johnson County residents. Services include emergency assistance (help with basic needs such utility and housing), health navigation (help with accessing health services, obtaining prescriptions, health care case management), and economic empowerment (building economic self-reliance through asset building, tax assistance, financial literacy education). The program served 1,625 individuals from within and outside of Johnson County.

Number of Johnson County residents served: 1,545

\$20,000 Grant

Outcomes achieved during 2016: Clients’ basic needs were met: 120 households received utility assistance, and 30 households received rent assistance which enabled them to be stably housed. Healthcare access for uninsured clients was improved: 200 clients were assisted with healthcare needs such as finding specialty and surgical care, and access to medications and eye-care services. Twenty-five people were assisted with the process to receive an Individual Tax Identification Number, enabling them to file income taxes.

Growing Futures Early Education Center
(previously known as Head Start of Shawnee Mission)

The Human Service Fund helps support families enrolled in Growing Futures Early Education Center’s Wrap Around Care (WAC) Program by providing fee subsidies for low-income families who are either working or in school, and having financial difficulties which threaten their children’s enrollment in Growing Futures; and, crisis intervention for families in need of short-term help with housing and food. WAC provides extended day-care (before and after regular-hour care) for families in Growing Futures’ preschool for three- to five year-olds. Fee subsidies allow children whose parents are having financial difficulties to maintain their Growing Futures enrollment, and enables parents to remain in school or working which is vital to the family’s financial stability.

Number of Johnson County residents served: 100

\$8,500 Grant

Outcomes achieved during 2016: 42 families received fee subsidies which allowed parents to remain working or in school while facing financial challenges. Four children withdrew for financial reasons during the year. Children made progress in school readiness as indicated by the following gains in developmental domains: 88% made gains in language/literacy, 92% in science and technology, 94% in social/emotional skills, 88% in language, literacy and communications, 89% in math, 94% in creative arts, 100% in English language learning (English Second Language students), and 94% in approaches to learning.

Harvesters – The Community Food Network

Human Service Funds support Harvesters BackSnack program within Johnson County schools. Low-income children are given a backpack of food to take home over the weekends. Harvesters purchases food for the backpacks, transports the food to community partners and links schools to community partners. School staff identify children who are in greatest need of food assistance. In Johnson County Harvesters collaborates with 24 community partners, many of which are faith-based.

Number of Johnson County residents served:
2,130 children

\$8,000 Grant

Outcomes achieved during 2016: Harvesters added 4 schools to the BackSnack program in Johnson County, bringing total number of Johnson County schools that Harvesters collaborates with to 54. Harvesters provided 68,136 backpack carriers of food to Johnson County children. The most

recent program evaluation, which was conducted metro-wide by UMKC Midwest Center for Nonprofit Leadership, found that during the 2012-13 school year, discipline incidents among participants were reduced by 54%, participants had 9% fewer tardies, grades improved in all four subject areas, and visits to the school counselor or social worker were reduced by 19%.

**Health Partnership
Clinic of Johnson
County**

Number of Johnson
County residents
served: 11,537

\$45,300 Grant

The Health Partnership Clinic (HPC) provides comprehensive safety-net health care services for low-income and uninsured patients who would otherwise not have access to primary/preventative health care. HPC health care services include pediatric and adult care, and dental and behavioral health services. Specialty care is provided through a network of providers. HPC helps patients access affordable prescription drugs through partnerships with local pharmacies, and through its 340B Pharmacy which opened at the Olathe HPC Clinic. HPC served 16,868 patients from within and outside of Johnson County.

Outcomes achieved during 2016: During 2016 there were 33,169 face-to-face patient visits by Johnson County residents. Ninety-five percent of patients surveyed indicated they consider HPC as their ongoing source of care (medical home). Patients achieved positive health outcomes as indicated by 73% of diabetic patients who achieved HgA1c (blood glucose) level of 9.0 or below, and 58% of hypertensive patients who achieved blood pressure readings less than 140/90.

**Johnson County
Interfaith Hospitality
Network**

Number of Johnson
County residents
served: 61

\$9,000 Grant

Through partnerships with 35 faith congregations, Johnson County Interfaith Hospitality Network (IHN) provided shelter, meals, transportation, case management, and employment assistance to homeless families and single women. IHN served 64 individuals from within and outside of Johnson County.

Outcomes achieved during 2016: Of those completing the program, 96% reported increasing their income by 25% or more while in the program, and 53% moved into homes of their own within three months of entering the network. Johnson County residents received 2,642 days of shelter and strength-based case management.

**Kansas Children's
Service League**

Number of Johnson
County residents
served: 96

\$19,800 Grant

Kansas Children's Service League Healthy Families Johnson County, a child abuse prevention program, provides intensive home-based parent education, support, and case management to first and second time parents who have been identified as being high risk for child abuse and neglect.

Outcomes achieved during 2016: All of the families remained free from substantiated abuse and neglect while in the program. At the end of the year, all of the children in the program had health insurance, and 96% had a developmental screening.

KidsTLC

KidsTLC Street Outreach Services Program (SOS) serves runaway and homeless youth between the ages of 12-24. The overarching goal of the program is to get homeless and runaway youth into safe and stable housing. In addition, the young peoples' immediate needs for food and hygiene items are met; youth are

Number of Johnson County residents served: 61

\$15,400 Grant

educated about sexual abuse, sexual exploitation and domestic violence; case management services are available. In addition, through presentations to area businesses, churches, law enforcement, etc., adults in the community are educated about youth homelessness (including available resources and how to help). SOS served 108 youth from within and outside of Johnson County.

Outcomes achieved during 2016: SOS safely housed 32 youth and 25 youth were engaged in case management. Youth were housed in transitional living (4), shelters (20), and permanent housing (8). SOS provided basic supportive services (food, drink, clothing, health/hygiene items) to homeless and near homeless youth. SOS also made presentations and taught Positive Youth Development focused life skills classes (24 total). Participants in life skills classes included students in five Johnson County public school districts. 3,178 written materials, which include information about SOS and other resources for homeless youth, were provided through outreach efforts (such as in theatres and skate parks, where youth gather).

SAFEHOME

Number of Johnson County residents served: 197

\$18,000 Grant

SAFEHOME provides shelter and other assistance to victims of domestic violence. Human Service Funds support the Economic Empowerment program. Three hundred eighteen individuals from within and outside of Johnson County were served in the program. Through education, support, housing advocacy, and referrals to community agencies, the program helps women find safe and affordable housing, and to take control of their finances and move towards financial independence. The program includes financial literacy classes and/or an economic assessment, followed by participation in a track(s) - Job Search, Training/Education, and/or Economic/Budgeting.

Outcomes achieved during 2016: After 10 weeks of participation in the Job Search track, 83% of participants completed a career assessment inventory, 100% had a least 2 job interviews, and 90% secured employment. After 5 weeks in the Budgeting track, 96% of participants set budgeting goals, 100% made plans to address credit problems, and 96% set up a realistic budget. After 5 weeks in the Training/Education track, 30% of participants had contacted a job training, or a college or degree completion program.

The Salvation Army, Olathe

Number of Johnson County residents served: 196

\$15,000 Grant

The Salvation Army Johnson County Family Lodge assists homeless and near homeless families with temporary housing and food at the only homeless shelter in Johnson County. Intensive Case Management, which utilizes a strengths-based model, is provided to each family. Weekly crisis counseling is provided if needed.

Outcomes achieved during 2016: The Family Lodge provided 42,367 units of service which it defines as "one bed night and/or one meal provided." Ninety-three percent of families who moved out of the lodge moved into transitional or permanent housing. One hundred percent of eligible families applied and were approved for mainstream services (medical assistance and SNAP). All participants who successfully completed the program increased their skills or income. Of those, 35 parents participated in Love & Logic parenting classes and implemented

new skills, 48 families increased their income, and 52 families increased their financial literacy.

Sunflower House

Number of Johnson County residents served: 13,201

\$32,500 Grant

The Human Service Fund supported Sunflower House’s child abuse protection program – the Personal Safety Educational program. The program includes: 1) *Happy Bear*, an interactive play for children ages four through seven in public and private early childhood centers and elementary schools; 2) *Think First and Stay Safe* (formerly *Let’s Talk about Personal Safety*) for PreK-5th grade students; 3) *E-Safety* (formerly *Let’s Cyber Chat*), an internet safety program delivered to 6th through 8th grade students and parents; 4) *Keeping Kids Safe Online*, education for parents; 5) *P.S. It’s My Body*, a curriculum which includes lessons on personal safety, bullying, and sexual abuse; 6) *Abusive Head Trauma Prevention* for parents and others; 7) *Stewards of Children*, a child abuse prevention training for adults; 8) *Child Protection*, a new parent-focused child sexual abuse prevention program; and, 9) *Mandated Reporter Training* for early childhood professionals, home visitors, court-appointed advocates and others. The program served 19,649 individuals from within and outside of Johnson County.

Outcomes achieved during 2016: In post-program surveys, 99% of middle school youth indicated they would report unwanted/inappropriate electronic communications or materials, and identified how/where to report; 97% of children correctly recognized welcome and unwelcome touches; and, 96% of children indicated they know how to report abuse to an adult even when told to keep it a secret. Ninety-three percent of participants in the Mandated Reporter training correctly identified three indicators of abuse.

The Family Conservancy

Number of Johnson County residents served: 596

\$15,000 Grant

The Family Conservancy’s “Talk, Read, Play” (TRP) is a parent-child initiative with special emphasis on reaching low-income parents where research suggests it has potential to have a greater impact on children’s healthy development. The TRP Intensive Model was implemented at Olathe Head Start and JoCo Community College Hiersteiner Child Development Center. TRP trains child care providers and addresses parents’ basic abilities to support their child’s early learning and literacy development. It helps parents interact intentionally with their children, furthering at home the lessons child development educators begin building with children in the classroom. TRP materials were distributed to families, on-site parent activities were held, and each center received over 100 books to create a lending library for families.

Outcomes achieved during 2016: Pre and post-tests indicated that as a result of program, parents increased understanding of the importance of reading daily to their child, making time to play with their child, and being aware of the amount of time they actually talk to their child, as opposed to giving directions. Teachers in both programs also increased intentional talking with children, and their informal reading to individuals and small groups also increased.

**Council Members
Mark Your Calendars
April 3, 2017**

April 2017

April 14

April 17

Future of the Arts in the R.G. Endres Gallery

Artist reception in the R.G. Endres Gallery 6:30 to 8:00 p.m.

City Council Meeting

May 2017

May 1

May 12

May 15

Jackie Keiman-Hale and Sean Ward in the R.G. Endres Gallery

City Council Meeting

Artist reception in the R.G. Endres Gallery 6:30 to 8:00 p.m.

City Council Meeting