

**COUNCIL COMMITTEE OF THE WHOLE**  
**Council Chambers**  
**Monday, October 16, 2017**  
**6:00 PM**

**AGENDA**

**JORI NELSON, COUNCIL PRESIDENT**

**AGENDA ITEMS FOR DISCUSSION**

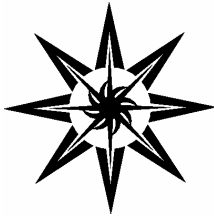
YMCA overview  
Jamie Parrett

KCP&L infrastructure update  
Cindy Circo

Discussion related to flooding concerns in the area of 68th Street  
and Mission Road  
Keith Bredehoeft / Don Baker

- \*COU2017-41 Consider renewal of City's health, dental, and vision insurance providers  
Amy Hunt / CBIZ representative
- \*COU2017-42 Consider approval of a SMAC engineering design contract with Affinis  
Corp for the Reinhardt & 84th Terrace drainage project  
Keith Bredehoeft
- COU2017-43 Consider approval of an agreement with The Clark Enersen Partners for  
the Public Works building assessment  
Keith Bredehoeft
- COU2017-44 Consider approval of an agreement with Guarantee Roofing, Inc. for the  
City Hall roof repair  
Keith Bredehoeft

**\*Council Action Requested the same night**



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 16, 2017

### DISCUSSION OF FLOODING CONCERNS IN THE AREA OF 68<sup>TH</sup> STREET AND MISSION ROAD

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#### BACKGROUND

Recent street and home flooding in the area of Mission Road and 68<sup>th</sup> Street due to Brush Creek and basement drain back-ups has caused increased concerns with residents. The frequency of these recent storms has been more than what is expected and thus has caused residents to want to discuss further. The discussion will be broken down into two parts as listed below.

#### Basement Drain Back-Ups-

A Johnson County Wastewater representative will be at the meeting to discuss basement drain back-ups and how the wastewater system functions in these large storm events. They will discuss their back-up prevention program that is available to residents to help prevent these back-ups.

#### Brush Creek Flooding of Homes and Streets-

Don Baker, with Water Resources Solutions, will be in attendance to discuss Brush Creek and the flooding issues that homes and Mission Road experience. Prevention of roadway and home flooding is very difficult to prevent at this location and would require a Preliminary Engineering Study to determine. A flood warning system for roadway flooding is also something that could be considered.

Staff seeks direction on hiring Don Baker to perform a Preliminary Engineering Study that will look at preventing or reducing roadway and home flooding.

#### FUNDING SOURCE

N/A

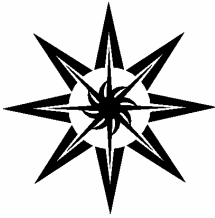
#### ATTACHMENTS

None

#### PREPARED BY

Keith Bredehoeft, Public Works Director

October 11, 2017



## COUNCIL COMMITTEE

Council Committee Meeting Date: October 16, 2017

City Council Meeting Date: October 16, 2017

COU 2017-41

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

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### SUGGESTED MOTION

Move that the Committee renew the following insurance plans and rates as presented for 2018 coverage year: United Health Care as the City's health insurance provider, Delta Dental of Kansas City as the City's dental insurance provider, and Superior Vision as the City's vision insurance provider.

### BACKGROUND

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

This year's renewal rates are a 3.25% increase due to mandatory Affordable Care Act (ACA) taxes and fees. The City currently contracts with United Healthcare (UHC) for its employee health insurance plans. The plan year ends in December and consequently, renewals were sought from UHC for the 2018 plan year. The renewal is based on the claims incurred by plan participants over the twelve month period of July 2016 - July 2017; the City's loss ratio for the first half of 2017 was 52.3%.

The City employees and their dependents are to be commended for their healthy living and efforts to reduce health insurance costs. The efforts are reflected in the loss ratio and renewal rate.

As part of the ACA there are taxes and fees that insurance providers are required to pay; these fees are passed on to the clients through premiums. The total percentage cost due to taxes and fees are a 3.25% increase.

#### ACA Taxes/Fees

- 1) Health Insurance Excise Tax: 3.25% of premium
- 2) PCOR Fee: \$2.34 per member, per year

Due to IRS regulations, there will be an increase in the deductible on the QHDHP in order to maintain an embedded status. If the deductible is not embedded then anyone on the plan with at least one person would be exposed to the full family deductible and Out of Pocket Maximum. The new deductible will change from \$2,600 to \$2,700 for individuals and from \$5,200 to \$5,400 for a family. The out-of-pocket maximums will not change.

Employees that participate in a Health Risk Assessment (HRA) or biometric screening are eligible to receive incentives, a value of up to \$200. The City continues to recommend that the differential for tobacco users covered on the City's health insurance plan (employee or dependent) continue in 2018. Those individuals who do use tobacco products (cigarettes, pipes, chewing tobacco, cigars, etc.) more than once per week will be assessed \$20 in their monthly premium costs. If a covered individual quits using tobacco product(s) then they will be eligible to begin receiving the monthly premium discount.

Delta Dental of Kansas, the City's dental insurance provider, has agreed to renew the dental plans for 2018 with 0% increase.

The City's vision insurance provider, Superior Vision, also has agreed to renew the vision plan for a 0% increase in the premium for 2018. This plan is in a rate guarantee until 2020.

## **RENEWAL HISTORY**

5/15/17: As a result of the compensation and benefits study, the Governing Body approved the family plan contribution increase from 75% to 80%.

1/1/17: A Request for Proposal for medical carriers was completed. The carriers reviewed were reviewed were Blue Cross Blue Shield of KC, Humana, Midwest Public Risk, and United Healthcare (UHC). Blue KC offered the renewal at 22.8%. UHC was chosen as the new medical carrier with a 6% increase in premiums.

1/1/16: Renewed at 9% after starting out at 14%. Co-pays were increased as well as the PPO deductible, HMO OOP maximum and drug co-pays. There was no access to claims experience due to dropping below 100 subscribers.

1/1/15: Originally Blue KC offered a renewal of 10.2%. After moving the QHDHP to another network and increasing the deductible and OOP maximum, the renewal was decreased to 2.2% blended across all plans.

## **FUNDING SOURCE**

Employee insurance premiums are funded with the General Fund. The 2018 budget anticipated an increase in City premium contributions of 10%. The renewal rates of 3.25%, 0%, and 0% for the health, dental, and vision plans, fit within the budgeted funds. The health 2018 renewal of \$1,227,424 is \$32,927 less than the 2018 budgeted amount of \$1,260,351. [funding represents fully staffed]

The following table explains the separation of costs between employee/employer monthly contributions. More detailed explanation is available in the attached medical benefits comparison.

2018 UHC - Monthly Amounts					
BASE	Total	% City Pays	City	EE	EE w/o HRA
Employee Only	\$503.39	100%	\$503.39	\$0.00	\$20.00
Employee + 1	\$1,218.39	83%	\$1,011.26	\$207.13	\$227.13
Family	\$1,795.59	80%	\$1,436.47	\$359.12	\$379.12

**ATTACHMENTS**

- Medical Benefits Comparison
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Prepared By:  
 Amy Hunt  
 Human Resources Manager  
 Date: October 11, 2017

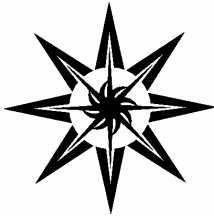


# City of Prairie Village United Healthcare Effective January 1, 2018

MEDICAL			United Healthcare		United Healthcare	
Carrier Website			www.UHC.com		www.UHC.com	
Plan Type			QHHP Choice Plus POS		Base Plan Choice Plus POS	
Annual Deductible (calendar year) <sup>(1)</sup>			In Network		In Network Only	
Individual			\$2,600	\$2,700	N/A	\$5,000
Family			\$5,200	\$5,400	N/A	\$10,000
Coinsurance			10%		30%	
Member Pays			10%		30%	
Maximum Out-of-Pocket (calendar year) <sup>(2)</sup>			Individual		Individual	
Family			\$3,000	\$6,000	\$5,500	\$10,000
Physician Services			\$0		\$0	
Preventive Care			Deductible then 10%		Deductible then 30%	
Office Visits			Deductible then 10%		Deductible then 30%	
Diagnostic (Non-routine) X-Ray			Deductible then 10%		Deductible then 30%	
Routine Eye Exam (every year)			Not covered		Not covered	
Chiropractic Services (unlimited visits)			Deductible then 10%		Deductible then 30%	
Urgent Care Center			Deductible then 10%		Deductible then 30%	
Hospital Services			Deductible then 10%		Deductible then 30%	
Inpatient Care			Deductible then 10%		Deductible then 30%	
Outpatient Surgery and Services			Deductible then 10%		Deductible then 30%	
High Tech Diagnostics			Deductible then 10%		Deductible then 30%	
Ambulance			Deductible then 10%		Deductible then 30%	
Emergency Room			Deductible then 10%		Deductible then 30%	
Prescription Drugs			Deductible then \$10		Deductible then \$10	
Level 1			Deductible then \$35		Deductible then \$35	
Level 2			Deductible then \$60		Deductible then \$60	
Level 3			2.5x Copays after Deductible		2.5x Copays	
Mail Order (90 Day Supply)			31% of Membership		69% of Membership	
Rates			Current		Current	
MONTHLY RATES			Renewal		Renewal	
Employee Only			\$422.53	\$434.76	\$487.60	\$503.39
Employee + One			\$1,022.68	\$1,052.28	\$1,180.17	\$1,218.39
Employee + Family			\$1,507.16	\$1,550.78	\$1,739.26	\$1,795.59
TOTAL MEMBERSHIP			31% of Membership		69% of Membership	
Employee Contributions			Current		Current	
MONTHLY RATES			Renewal		Renewal	
Employee Only			(\$65.07)	(\$69.63)	\$0.00	\$0.00
Employee + One			\$43.14	\$41.02	\$200.63	\$207.13
Employee + Family			\$202.72	\$114.31	\$434.82	\$359.12
Employer Contributions			Current		Current	
MONTHLY RATES			Renewal		Renewal	
Employee Only			\$487.60	\$503.39	\$487.60	\$503.39
Employee + One			\$979.54	\$1,011.26	\$979.54	\$1,011.26
Employee + Family			\$1,304.45	\$1,436.47	\$1,304.45	\$1,436.47

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

(1) Family deductible is embedded. An individual covered in a family will not pay more than the individual deductible.  
 (2) Out-of-pocket amount includes deductible, coinsurance, and all member copays.



**PUBLIC WORKS DEPARTMENT**

Council Committee Date: October 16, 2017  
Council Meeting Date: October 16, 2017

**CONSIDER REIST001- REINHARDT & 84TH TERRACE DRAINAGE PROJECT- SMAC ENGINEERING DESIGN CONTRACT WITH AFFINIS CORP**

**RECOMMENDATION**

Move to approve the engineering design contract with Affinis Corp in the amount of \$156,710 for REIST001 Reinhardt & 84th Terrace Drainage project (SMAC).

**BACKGROUND**

The area was surveyed and resident questionnaires were sent to residents to better understand the issues. Modeling of stormsewer system and resident questionnaires confirmed street flooding and the potential for homes to flood during significant rainfall events. The County has approved funding this Prairie Village/Leawood project at 75% of design and construction. Prairie Village and Leawood will share costs proportioned to the construction in each City, which is approximately 50%. The City of Prairie Village has total estimated cost share of \$385,000 for design and construction.

This design contract is a continuation of the Preliminary Engineering Study that was completed by Affinis in January of this year. Plans are scheduled to be completed early next year with a construction start in the Spring of 2018.

**FUNDING SOURCE**

Funds are available in the CIP under REIST0001.

SMAC	\$117,530
Leawood	\$ 19,590
Prairie Village	<u>\$ 19,590</u>
Design Total	\$156,710

**RELATED TO VILLAGE VISION**

TR3a. *Ensure that infrastructure improvements meet the needs of all transportation users.*

**ATTACHMENTS**

1. Design Agreement with Affinis Corp
2. Reinhardt and 84th Terrace PES

**PREPARED BY**

Melissa Prenger, Sr Project Manager

September 28, 2017

**AGREEMENT FOR PROFESSIONAL ENGINEER  
FOR  
DESIGN SERVICES  
OF  
PROJECT REIST001- 2018 REINHARDT DRAINAGE IMPROVEMENTS**

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

***WITNESSED, THAT WHEREAS***, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2017 Storm Drainage Repair Project, hereinafter called the “**Project**”,

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

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

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

**Article I     City Responsibilities**

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



- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.

## Article II Consultant Responsibilities

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

## Article III Scope of Services

### Task 1: Preliminary Design

#### 1.1 Data Collection

- A. Preliminary Design Meetings: Affinis staff will meet as needed with city staff in connection with the preliminary project design, which includes a project pre-design meeting. Affinis will provide project progress reports at an interval acceptable to the city.
- B. Develop design criteria for the project and prepare design memorandum to be reviewed and approved prior to development of preliminary plans.
- C. Develop detailed design schedule. Submit copy to City, and provide digital updates at scheduled progress meetings. Include at least the following benchmarks:
  - Additional survey complete
  - Data collection complete
  - Preliminary plans complete
  - First neighborhood meeting
  - Preliminary plans to all utilities
  - Field check complete
  - Legal descriptions to City

- Second neighborhood meeting (easement acquisition)
  - All other agency permit applications submitted
  - Final plans submitted for review
  - Project ready for bid
  - Preconstruction meeting with contractor
- D. Schedule and coordinate project activities with City.
- E. Additional field data collection:
- A survey has been partially completed for the project area, which includes structures, utilities, trees, landscaping, and topography within the project area. This task only includes additional survey beyond what has already been collected, including.
    1. Areas in Leawood, generally east of Reinhardt Lane.
    2. Field locate irrigation systems marked by residents.
    3. Ownership and Encumbrances Reports (6 reports assumed)

## **1.2 Stormwater System Design**

- A. Review the stormwater design from the 84<sup>th</sup> Street and Reinhardt Lane PES (January 2017).
- B. Update the storm sewer design prepared for the 84<sup>th</sup> Street and Reinhardt Lane PES as necessary to fit the available survey data, minimize utility conflicts, and provide the desired capacity.
- C. Complete the following stormwater design elements:
- Drainage area maps
  - Inlet structure sizing
  - Pavement spread calculations
  - Overflow calculations
  - Flood depth calculations
  - Hydraulic modeling to generate the 10-year and 100-year hydraulic grade line elevations
- D. Identify utility conflicts associated with the proposed storm sewer improvements.
- E. Verify that the proposed stormwater system meets the design requirements of the Johnson County Stormwater Management Advisory Council (SMAC) and adequately addresses the stormwater flooding issues identified in the 84<sup>th</sup> Street and Reinhardt Lane PES.

## **1.3 Prepare Field Check Plans**

- A. Cover sheet.
- B. Easement layout to include property lines and owner information, subdivision names, lots and sites address.
- C. Typical sections
- D. Plan and pipe profile sheets

1. Plan scale = 1:20.
  2. Profile scale H = 1:20; V = 1:5.
  3. Property lines and owner information.
  4. Display location of existing utilities and underground facilities in the base map. Reference station location of existing utilities to the base line of the proposed improvements in the plan and profiles.
  5. Landmark items to be protected or removed by project (fences, sprinklers, trees, shrubs, landscape beds, etc).
  6. Low opening elevations of all existing structures.
- E. Grading Plans for rear yard areas (Plan Scale 1:20).
- F. Cross sections for the roadways within the project area at 25-foot intervals, driveways, and rear yard swales where improvements will occur.
- G. Intersection layouts for 84<sup>th</sup> Street and Reinhardt Lane and 84<sup>th</sup> Street and Reinhardt Lane.
- H. Traffic control for construction plan sheets.
- I. Driveway modification plan and profile.
- J. Erosion and sediment control plan sheets for the area disturbed by the project.
- K. Drainage maps and calculations
- L. Sanitary sewer relocation plans - adjust and protect sanitary sewer as necessary to accommodate storm sewer improvements, including the preparation of sanitary sewer relocation plans, submittal to Johnson County Wastewater, and submittal of Kansas Department of Health and Environment Permit (if necessary).
- M. Field Check Review Meeting: Affinis staff will attend a field check review meeting with the appropriate city staff at the project site to review the field check plans.
- N. Neighborhood & On Site Meetings: Prepare for and attend neighborhood meetings. The first meeting to initially explain the project to residents in the project area and then individual on-site meetings as the design proceeds to receive public comments.
1. Prepare exhibits, including preliminary plans (showing right-of-way taking and easements).
  2. Have persons available to explain the proposed work and to answer questions.

Following the completion of the field check plans, Affinis will submit these preliminary plans to utility companies for their use in preparing for relocations. This utility submittal effort is included in Task 1.7.

#### **1.4 Preliminary Opinion of Probable Project Cost**

This task includes the development of a preliminary opinion of probable project cost. This cost will be itemized by unit of work, including right-of-way, easements, and contingency.

#### **1.5 Right-Of-Way and Easements**

- A. Describe right-of-way and easements necessary to complete project.
1. Furnish legal descriptions sealed by an RLS licensed in the state of Kansas. Legal descriptions

are also to be provided in a digital format compatible with Microsoft Word 2003.

2. Furnish an ownership and easement spreadsheet to include Owner Name; Owner Address; Site Address and proposed easements to include type and square footage.
3. Prepare the front end easement documents for the City.
4. Maps and sketches as follows:
  - a) Plan and profile sheets showing existing and proposed right-of-way and easement limits.
  - b) Individual drawings of takings for each ownership, including:
    - Title block, including a graphical scale and north arrow.
    - Ownership boundaries and information.
    - Existing landmarks items protected or removed by the project (trees, buildings, fences, shrubs, landscape beds, etc.).
    - Existing right-of-ways and easements.
    - Proposed takings identified with text and graphically.
    - Legend for taking type.
    - Legal description of all takings.
- B. Affinis shall stake in the field the location of rights-of-way and/or easements prior to acquisition and construction as requested by the city. Affinis shall also stake the proposed storm structure locations as requested by the city. Staking for ten (10) properties or storm sewer structures has been included in the fee for the project. Additional staking shall be compensated as additional services as stipulated in Section V of this agreement.
- C. Right-of-way and Easement Meeting: Following the field check review meeting, Affinis staff will attend a meeting with the appropriate city staff at the project site to identify easement and right-of-way locations. Affinis staff will attend additional onsite meetings to discuss resident specific questions, as directed by the City.
- D. Prepare tract maps (28 maps assumed).

## 1.6 Permitting

This task includes the preparation of necessary materials (permit applications, plan sheets, calculations, etc.) for submittal to the following agencies for review:

- A. Johnson County Stormwater Management Program (SMP): Submit preliminary plans, design memorandum, and opinion of probable cost to the city and Johnson County SMP for review in accordance with SMP guidelines and procedures.
- B. Kansas Department of Agriculture, Department of Water Resources: Assuming the project disturbs more than one (1) acre, a *Notice of Intent for Stormwater Runoff for Construction Activities Permit* would be required.
  1. This would include the preparation of a Storm Water Pollution Prevention Plan (SWPPP) for the project which shall conform to KDHE requirements, including project narrative, analyses of site, description of all project controls and locations.
  2. Two (2) copies of SWPPP notebook will be provided to the city at time of bidding.

## 1.7 Utility Coordination

Following the completion of the field check plans, this task includes the submittal of information, coordination with utilities, and tracking utility relocation progress throughout the duration of the project.

- A. Submit the preliminary plan information to utilities in the project area.
- B. Coordination with utilities once the preliminary plan information has been reviewed. This would include correspondence and phone conversations with utilities.
- C. Tracking the progress of utility relocations and communicating this progress with the city.
- D. Utility Coordination Meetings: Meet with utility companies to coordinate relocations during project design. This effort includes meeting preparation (including the necessary exhibits) and communication, attendance at meetings, and preparation and distribution of meeting minutes, as appropriate.

## Task 2: Final Design

Following the completion of the Task 1 elements, the city review process, and the field check review (see Task 1.3), Task 2 involves the preparation of detailed plans and a project manual. The following sub-tasks are associated with Task 2: Final Design.

### 2.1 Prepare Detailed Plans

Following the city's review of the preliminary plans and a field check review, this task includes the preparation of detailed plans that include the following plan elements, which are in addition to the field check plan sheets (see Task 1.3):

- A. Revise (as necessary) and finalize the field check plan sheets.
- B. Confirm that the traffic detour routing, the erosion and sediment control plan, and overall project progression for each phase of the project, meet the proposed construction phasing schedule.
- C. Landscape replacement table and updates that itemizes trees, buildings, fences, shrubs, landscape beds, etc. that will be replaced by the project for each property
- D. Sanitary sewer connection tables that outline the sanitary sewer relocation and protection measures.
- E. Standard and special detail sheets.
- F. Revise tract maps and easements as necessary per city negotiations.

### 2.2 Prepare a Project Manual

- A. Compile technical specifications and front end documents from current standard city specifications and provide written modifications specific to project. It is assumed that the city will provide Affinis with the front end documents and Affinis will compile the project manual for reproduction.
- B. Prepare a final opinion of probable cost, which will include an appropriate contingency.
- C. Develop an estimated construction schedule.

## Task 3: Bidding

### 3.1 Bidding

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

#### **Task 4: Construction Services**

##### **4.1 Construction Services Phase**

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

- A. Prepare for attend preconstruction meeting with City and Contractor. Prepare and distribute meeting notes.
  - B. Provide periodic consultation by telephone or email to assist with construction issues.
    - 1. Consultation will be initiated by Client and/or Construction Representative.
    - 2. Consultant shall provide documentation on invoice that provides a brief description of the issue and/or activity.
    - 3. Any consultation resulting from a design error by the Consultant shall be excluded from this scope of work and shall be provided at the expense of the Consultant.
  - C. Review shop drawings and submittals.
  - D. Attend public meeting for contractor to meet and coordinate with residents.
  - E. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
  - F. Prepare final record drawings which reflect:
    - 1. Minor design changes.
    - 2. Changes made in the field by City representatives and are marked on the construction plan set.
- Submit to the City electronic CAD files and TIFF images of the revised sheets.

## Article IV Time Schedule

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

Design Phases	March 01, 2018
Bid Advertisement Date	March 20, 2018

## Article V Compensation

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

Design Phases	\$ <u>139,110.00</u>
Bidding Services Phase	\$ <u>6,664.00</u>
Construction Services Phase	\$ <u>8,986.00</u>
Reimbursables	\$ <u>1,950.00</u>
<b>Total Fee for Drainage Project</b>	<b>\$ <u>156,710.00</u></b>

- B. Invoices** The compensation will be invoiced by phase, detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and the Direct Non-Salary Costs.
- C. Direct Non-Salary Costs** The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.

- D. **Monthly Invoices** All invoices must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred and description of work accomplished.
- E. **Fee Change** The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Change Order will be for major changes in scope, time or complexity of Project.

## Article VI General Provisions

- A. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- B. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- C. **Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.
- D. **Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. **Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
  1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
  2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
  3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
  4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
  5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.



- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- K. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.

- M. Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to item by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- O. Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- P. Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

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

**City:**

City of Prairie Village, Kansas

**By:**

\_\_\_\_\_  
Laura Wassmer, Mayor

**Address for giving notices:**

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

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

**ATTEST:**

\_\_\_\_\_  
Joyce Hagen Mundy, City Clerk

**Consultant:**

Affinis Corp

**By**

\_\_\_\_\_  
Clifton M. Speegle, PE

**Address for giving notices:**

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

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

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
Catherine P. Logan, City Attorney

# Preliminary Engineering Study

City of Prairie Village, Kansas

84th and Reinhardt Street  
Stormwater Improvements

SMAC Project Number DB-11-014

January 2017

Prepared by:

Clifton Speegle, PE



8900 Indian Creek Parkway, Suite 450

Overland Park, Kansas 66210

Phone: 913-239-1100

Toll Free: 877-527-5468

Fax: 913-239-1111

[www.affinis.us](http://www.affinis.us)



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[www.affinis.us](http://www.affinis.us)

January 19, 2017

Lee Kellenberger  
Stormwater Program Manager  
Johnson County Public Works Department  
1800 West 56 Highway  
Olathe, KS 66061

SMAC PROJECT NUMBER: DB-11-014  
84TH AND REINHARDT STORMWATER IMPROVEMENTS  
PRELIMINARY ENGINEERING STUDY

Dear Lee:

We are pleased to submit the Preliminary Engineering (PES) for the above referenced project on behalf of the City of Prairie Village. This submittal includes one copy of the Preliminary Engineering Study and CD with a PDF file of the study for above referenced project. The report outlines the findings and recommendation of our study to reduce habitable structure and street flooding in the project area.

Should you have any questions, or require additional information, please do not hesitate to contact me at (913) 239-1110.

Sincerely,

A handwritten signature in blue ink that reads "Cliff Speegle".

Cliff Speegle, PE  
AFFINIS CORP

Enclosure

Email: Melissa Prenger, P.E. – Prairie Village Project Manager

**PRELIMINARY ENGINEERING STUDY  
CITY OF PRAIRIE VILLAGE, KANSAS  
84TH AND REINHARDT STREET STORMWATER IMPROVEMENTS  
JANUARY 2017**

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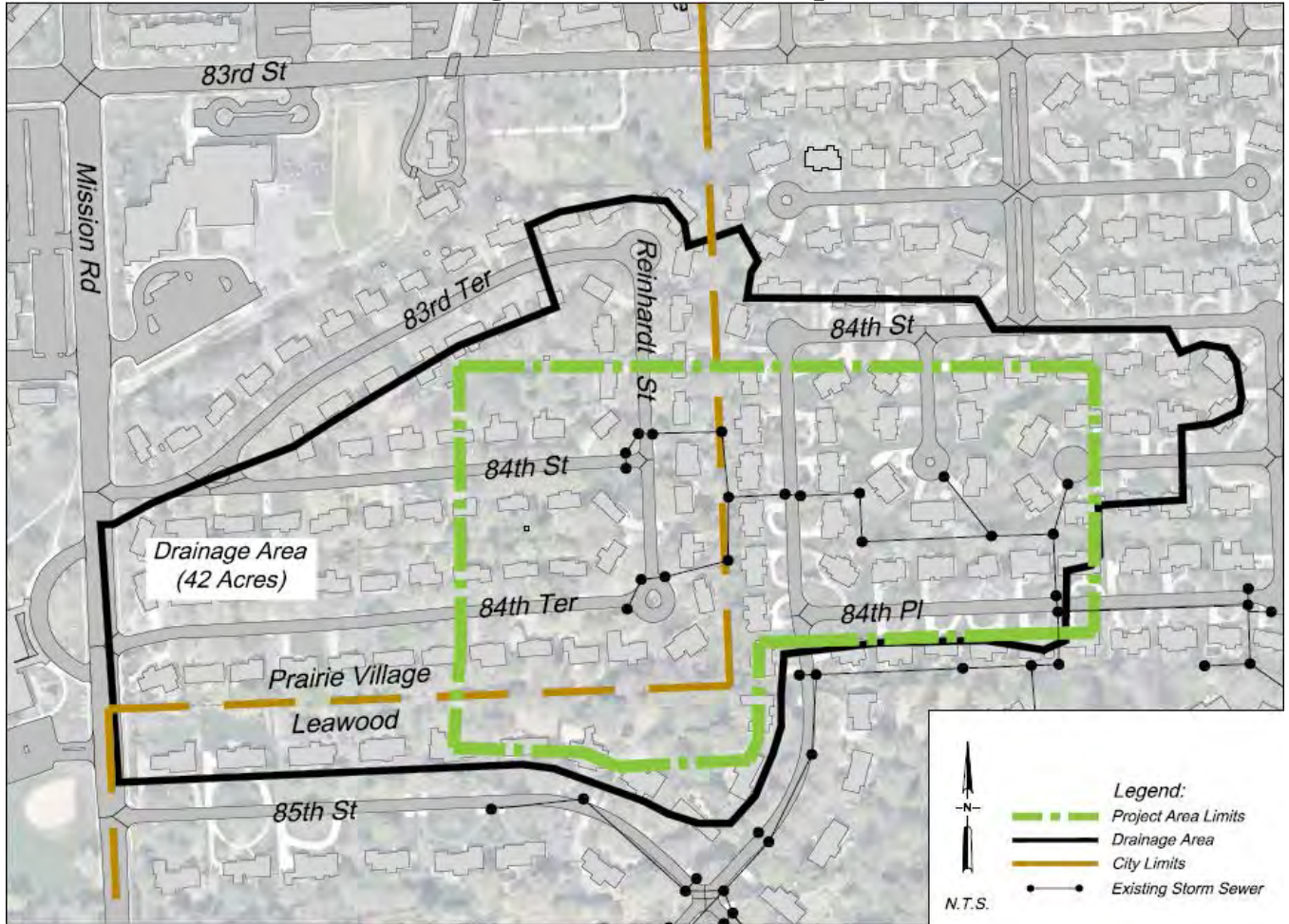
- Appendix A – Flood map, Rating table, and Improvement Alternative Information
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- Appendix C – Project Area Plat and Sanitary Sewer Maps
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- Appendix E – Original Flood Rating Submittal
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# I. PROJECT OVERVIEW

This Preliminary Engineering Study (PES) prepared for the City of Prairie Village, was performed to evaluate the local flooding occurring along the street between 84th Street and 84th Terrace at Reinhardt Street and in the nearby yards. The study also evaluated downstream storm system in the City of Leawood near 84th Street and Wenonga Road. A location map (Figure 1) of the area is included below.

**Figure 1 – Location Map**



## **A. Flood Problem Rating Table**

The city submitted a preliminary Flood Problem Rating Table and flooding narrative to Johnson County and this Preliminary Engineering Study (PES) was assigned the Stormwater Management Advisory Council (SMAC) project number #DB-11-014. The original Flood Problem Rating Table had a point total of 130 is included in Appendix E. After performing the PES, the Flood Rating Table was adjusted to a point total of 240 point. Additional homes were found to flood in the 100-year storm which raised the severity multiplier to 2 for Flooding of Habitable Buildings. The updated Flood Rating Table is included in Appendix A.

## **B. Background**

The purpose of this PES is to evaluate the ongoing street and structure flooding within the project area and provide preliminary improvement options to address the problems. Figure 1 identifies the extents of the project. This project area is located in the Cities of Prairie Village and Leawood, Kansas. It begins in the rear yards near 84th Terrace and Reinhardt Street in Prairie Village and follows the existing storm sewer system east into Leawood and ends near Wenonga Road and 84th Street.

The project area is located in the upstream extents of the Dykes Branch Watershed, in the Tomahawk Creek subwatershed of the Blue River Basin.

As the project area is located shared between the Cities of Prairie Village and Leawood, the City of Leawood has been notified of the improvements. It is not anticipated that the improvements will have impacts upstream or downstream of the project area.

## **C. Existing Conditions**

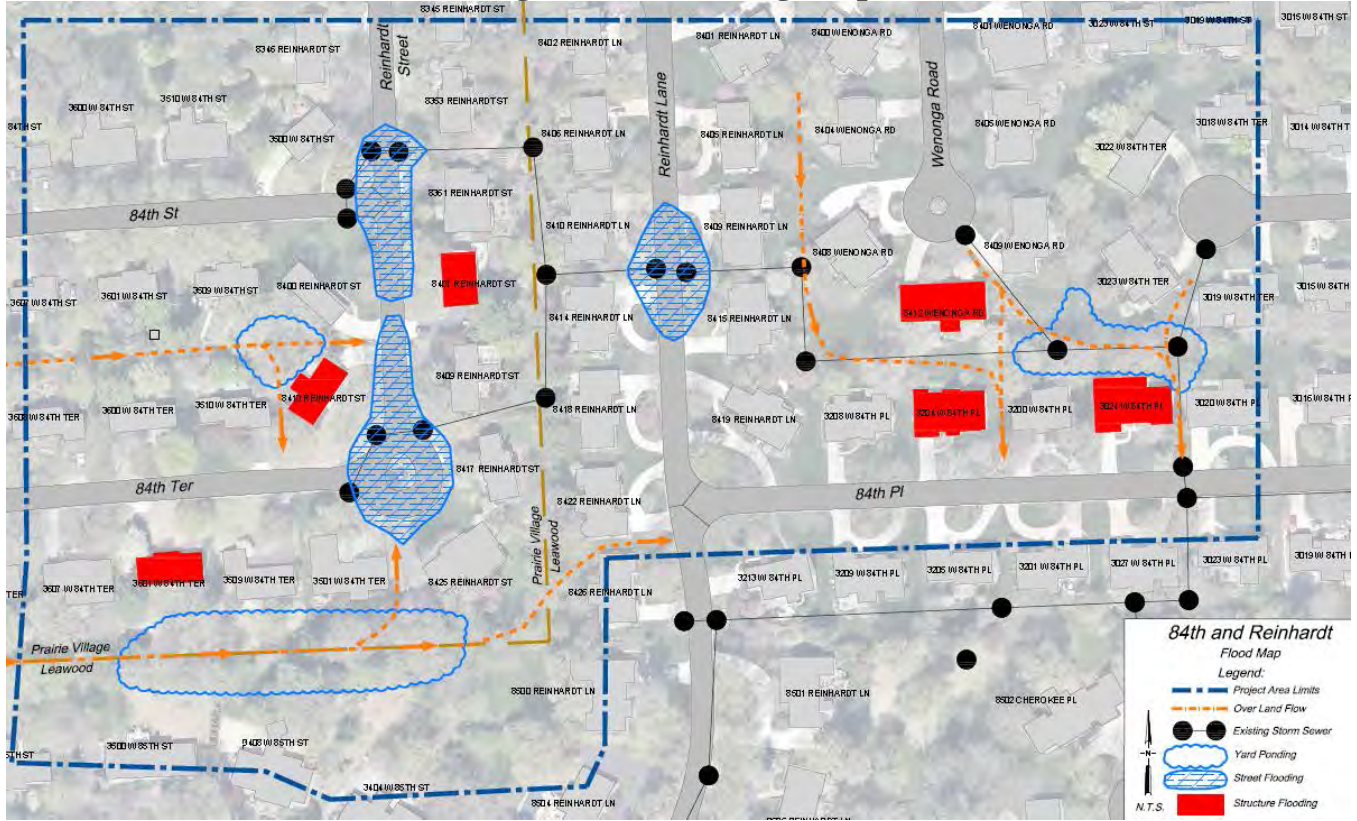
Figure 1 identifies the total watershed area (42 acres) and smaller drainage areas within this watershed area are delineated in Appendix F. The watershed characteristics is entirely residential development.

Typical urban stormsewer and overflow swale conveyance systems collect runoff within the project drainage area. The existing drainage pattern is generally from west to east beginning in with the City of Prairie Village and then draining into the City of Leawood. Figure 2 identifies the existing conveyance systems.

Overland flow in the backyards and streets beginning near Mission Road runs west 1,200 feet to inlets on Reinhardt Street. Reinhardt Street is relatively flat and enclosed systems at both 84th Terrace and 84th Street lack collection and conveyance capacity in the 10 percent and 1 percent storm events cause street flooding. The enclosed system within Prairie Village is concrete pipe that ranges in size from 18-inch to 24-inch. The system is fairly shallow and sections are flat.

As the stormwater flows west into Leawood, the enclosed system increases size. The concrete pipe begins as a 30-inch pipe and increase to 42-inch pipe at the project limits. Overland flow in the backyards between Wenonga Road and 84th Place is captured by small grate inlets. These inlets have a limited capture and are susceptible to clogging. Overflow paths are not graded to efficiently convey water. The Wenonga Road cul-de-sac has a grate inlet in the driveway of 8409 Wenonga Road that does effectively capture runoff and was noted by residents as clogging often. Runoff that doesn't get into the grate inlet bypass and runs south into the backyards. This bypass contributes to the flooding conditions in this area.

**Figure 2 – Flooding Map**



A larger version of Figure 2 is located in Appendix A.

**1. Existing Flood Areas**

Based on feedback provided by residents, and an evaluation of the existing conveyances, street and structure flooding have been identified within the project area. The locations of structures and street segments that flood are identified on Figure 2 and are described in more detail as follows:

**a) Backyard Structure Flooding – Prairie Village**

The backyards of 84th Terrace and 84th Street do not have inlets to capture runoff before it gets to Reinhardt Street. Lack of defined overflow paths and overall flat grading near Reinhardt Street leads to flooding and prolonged ponding.

**b) Backyard Structure Flooding – Leawood**

The backyards of 84th place and Wenonga Road cul-de-sac are flat without defined overflow paths. Runoff from the backyards and bypass flow from the cul-de-sac is not adequately captured by the two existing grate inlets. Runoff that is not captured by the grate inlets spreads across the yards. The homes have window wells and basements entrances that have the potential to flood in 100-year events.

**Figure 3 – Typical Backyard Grate Inlet**



**c) Street Flooding**

Street and structure flooding occurs along Reinhardt Street. As identified on Figure 2, both 84th Terrace and 84th Street intersections flood greater than seven inches in the 10-year event. In addition, the street flooding causes runoff to flow down the driveway at 8409 Reinhardt Street. The sump condition at the garage causes structure flooding.

**Figure 4 – 8409 Reinhardt Street Driveway**



**Figure 4 – Reinhardt Street Cul-de-Sac**



Street flooding greater than seven inches also occurs on at the low point on Reinhardt Lane near 8410 Reinhardt Lane in the 100-year event. There is not an overflow path in this area so runoff builds up in the sump condition and the shallow stormsewer system limits the capacity of the system at the street crossing.

## **2. Bedrock Depths**

A geotechnical investigation has not been performed for this PES therefore, depth to bedrock has not been determined. However, it is not anticipated that bedrock will significantly impact the proposed improvements as they follow existing utility alignments and flowlines.

## **3. Utilities**

A preliminary review of the utility information available on Johnson County AIMS mapping shows the Standard utilities (sanitary sewer, storm sewer, water, phone, cable, electric, and gas) are located within the project area. Utilities within the project area and utility contacts are identified in Section E (Table 1). Specific existing utilities that could potentially impact the improvement alternatives include:

- Gravity 8-inch sanitary sewer crosses the existing stormsewer in multiple areas near Reinhardt Street and east of Reinhardt Lane. The sanitary system is shallow and could be impacted.
- Numerous perpendicular water and gas main crosses the existing stormsewer between Reinhardt Street and east of Reinhardt Lane.
- Both aerial and buried power lines run in along the back-property lines and may be impacted.
- Cable and telecommunications are located along property lines and in existing easements that are shared with the stormsewer.

## **4. Right-of-Way and Easements**

A preliminary review of easement information available on Johnson County AIMS mapping identifies the following right-of-way and easements within the project area:

- The stormsewer along the streets is within the right-of-way
- Stormsewers between properties are in existing 10-foot utility easements unless noted otherwise below.
- There is a total of 35 feet of easement running north/south along the city limits in the rear yards between Reinhardt Street and Reinhardt Lane. This easement is comprised of a 10-foot utility easement in Prairie Village and a 25-foot drainage easement in Leawood.
- The stormsewer running east from the Reinhardt Street cul-de-sac between 8409 and 8417 Reinhardt Lane does not appear to be in a platted easement. Initial investigating by Affinis surveyors could not find documentation of an easement. A title search will need to be completed during the design phase of the project.

Plat maps for properties within the project area are included in Appendix C for reference. A title search to confirm the width and location of easements in the vicinity of proposed improvements has not been completed. This search will be completed during the design phase of the project.

## **D. Standards**

The American Public Works Association Design Criteria (Section 5600), the Johnson County Stormwater Management Program guidelines, and the City of Prairie Village Technical Specifications and Design Criteria for Public Improvements manual were used as references in the preparation of this report.

The project area is upstream of the extents of FEMA regulatory floodplain for Dykes Branch, as shown on FIRM Map Number 20091C0040G. Therefore, this project is not subject to FEMA regulations.

### E. Utility Contacts

A list of utility contacts having facilities in the area is shown in Table 1. A description of utilities requiring relocation is included in each of the improvement alternatives.

**Table 1 – Utility Contacts**

Utility	Owner	Contact	Telephone	Address
<b>Electric</b>	KCP&L	Gary Price	(913) 894-3000	16215 W 108th Street Overland Park, KS 66219
<b>Gas</b>	Kansas Gas Service	Tony Cellitti	(913) 599-8981	11401 West 89th Street Overland Park, KS 66214
<b>Cable and Telephone</b>	Time Warner Cable	Gary Dixon	(913) 927-5402	8221 West 119th Street Overland Park, KS 66213
	AT&T	Randal Gaskin	(913) 383-4925	9444 Nall Avenue Overland Park KS 66207
	SureWest/Consolidated Communications Inc.	Melissa Stringer	(913) 825-3000	9669 Lackman Road Lenexa, KS 66219
	Google	Craig Young	(870)-219-5630	908 Broadway Street Kansas City, MO 64105
<b>Water</b>	WaterOne	Matt Carter	(913) 895-5776	10747 Renner Boulevard Lenexa, KS 66219
<b>Sanitary Sewer</b>	Johnson County Wastewater	Charles McAllister	(913) 715-8500	4800 Nall Avenue Overland Park, KS 66202

### F. Permits

The following federal, state, and local permits may be required to construct the proposed project alternatives:

- Kansas Department of Health and Environment – a Land Disturbance Permit may be required if the proposed improvements disturb more than 1 acre.
- City of Prairie Village and Leawood – Right-of-Way Permit and Stormwater Permits may be required to construct the proposed improvements.

As the project area is outside of the regulatory floodplain and the drainage area to each culvert replacement location is less than 640 acres, it does not appear that the project will need a Stream Obstruction Permit or Floodplain Fill Permit from the Kansas Department of Agriculture, Division of Water Resources.

A permit from U.S. Army Corps of Engineers is not anticipated.

The final permit determination decision will be made during the detailed design phase of the proposed improvements project.

### G. Conformance with Watershed Studies

The project area is located in the upstream extents of the Dykes Branch basin which was part of the Northeast Johnson County Watershed Study (Watershed Study) completed in 2006. The overall drainage area map and sub-

drainage area map from the Watershed Study are included in Appendix D for reference. The PES project area is located in the upstream extents of drainage area DB-040. The project area from the Watershed Study is included in Appendix D.

The PES area was not studied in detail and no structures were identified as flooding in the Watershed Study. The hydrologic calculations and curve numbers for this PES correspond to the values used in the Watershed Study.

## **II. SUMMARY OF FINDINGS**

### **A. Project Limits**

Figure 1 identifies the project area. The PES began in the rear yards near 84th Terrace and Reinhardt Street in Prairie Village and followed the existing storm sewer system east into Leawood and ends near Wenonga Road and 84th Street. Existing street and structure flooding within the project area, are identified on Figure 2, and the improvement options proposed in this PES are focused on addressing these flooding issues.

Flood improvement options in this PES are limited in scope to addressing the existing flooding within the project area, while tying into existing upstream and downstream infrastructure. Flood impacts upstream or downstream of the project areas are not anticipated.

### **B. Hydrology and Hydraulics**

#### **1. Hydrology Analysis**

Hydrology information generated for this PES was calculated using the Soil Conservation Service Technical Release 20 (SCS TR-20) method in XP-STORM 2016. The SCS TR-20 method is an acceptable unit hydrograph method identified in the Kansas City APWA 5600 design manual (Section 5602.2.B).

The project area is entirely residential and unique curve number and time of concentration values were calculated for each drainage area in accordance with the APWA Section 5600 Design Criteria. The overall drainage area is 42 acres. Appendix H presents the sub-basin hydrology information used to perform the analysis for this PES. As discussed in Section I.G, the curve numbers correspond to the values used in the watershed study.

#### **2. Hydraulic Analysis**

Using the flow rates generated in XP-STORM 2016, the analysis of the existing storm sewer hydraulics was performed in this same modeling software. From the modeling, the existing hydraulic gradeline through the existing system was identified, overland overflow capacities and flow depths were estimated at various points within the system, and proposed conveyance solutions were sized.

The XP-STORM hydraulic modeling program was selected for this PES analysis for its ability to address the following requirements:

- Calculate grade lines in a pressurized pipe system.
- Calculate the bypass flow and depth of flow at a given bypass flow location.
- Model the hydraulics in a system that includes both closed pipe conveyance and open channel overflow paths together.

A capacity evaluation of the existing stormsewer system in the project area shows limited pipe capacity in this system due to pipe size, slope, and depth. The limited number of inlets for the drainage area and flat street grade along Reinhardt Street cause street ponding greater than 7 inches in the 10-year storm event. The low point near 8410 Reinhardt Lane ponds greater than 7 inches in the 100-year storm event.



Figure 2 identifies the existing street and structure flood issues within the project area. Tables 2 and 3 identify pertinent details regarding the existing street and structure flooding issues within the project area that are used to determine the project SMAC score, including:

- Flood depths at street gutter and centerline locations within the project area (Table 2).
- Critical structure elevations within the project area and water surface elevations (WSE) for critical storm events (Table 3).

**Table 2 – Existing Street Flooding Information**

Storm Event	84th Terrace and Reinhardt Street Intersection		84th Street and Reinhardt Street Intersection			8410 Reinhardt Lane Low Point			
	WSE (feet)	Flood Depth (inches) <sup>1</sup>		WSE (feet)	Flood Depth (inches) <sup>1</sup>		WSE (feet)	Flood Depth (inches) <sup>1</sup>	
		Centerline	Gutter		Centerline	Gutter		Centerline	Gutter
10-Year	931.7	<b>7.3</b>	<b>15.8</b>	931.7	<b>7.2</b>	<b>15.6</b>	925.0	0.0	0.0
100-Year	932.2	<b>12.2</b>	<b>20.6</b>	932.1	<b>12.0</b>	<b>20.4</b>	928.5	<b>7.2</b>	<b>14.4</b>

<sup>1</sup>Flood depths greater than 7 inches at the centerline or 14 inches at the gutter are shown in **bold italics**

**Table 3 – Existing Structure Flooding Information**

Structure Flooding Location	Critical Structure Flooding Elevation (feet)	Critical Structure Flooding Description	Existing 10-Year WSE at Location (feet) <sup>1</sup>	Existing 100-Year WSE at Location (feet) <sup>1</sup>
3601 W 84th Terrace	934.43	Window	934.4	<b>934.8</b>
8410 Reinhardt Street	933.43	Window	933.6	<b>934.0</b>
8407 Reinhardt Street	928.77	Slab on Grade Entrance	<b>929.20<sup>2</sup></b>	<b>930.0<sup>2</sup></b>
3204 W 84th Place	926.79	Slab on Grade Entrance	-	<b>926.9</b>
3024 W 84th Place	923.92	Window	-	<b>924.3</b>
8412 Wenonga Road	927.66	Lower Level Entrance	-	<b>927.7</b>

<sup>1</sup>The WSE that are above the critical structure elevation are shown in **bold italics**

<sup>2</sup>The WSE is calculated from the sump condition when street ponding over tops and runs down the driveway

The information presented in Tables 4 and 5 is consistent with the feedback received in the flooding history questionnaires from residents in the project area. The improvement alternatives presented below will focus on addressing these flooding areas by meeting or exceeding the current Johnson County Stormwater Management Program (SMP) adopted standards and specifications, identified as follows:

- Provide a minimum of 1 foot of freeboard between the 100-year WSE and adjacent structure low openings.
- Limit the roadway overflow depth to 7 inches or less at the centerline (high point in the roadway cross-section) and to less than 14 inches at the lowest point in the roadway cross-section during a 100-year storm.

### **C. Field Investigations**

A topographic survey was completed for this PES, including surveying of:

- Existing storm sewer sizes and flowlines,
- Ground elevations at key locations in the project area,
- Cross-section at key locations within the project area, and
- Low structure opening elevations for structures near the known flood areas.

In addition to the survey performed for this PES, multiple field visits were performed to confirm flow paths, to take pictures around the flood areas, and to review the approach to the proposed improvement options.

### **D. Improvement Alternatives**

In accordance with the SMP, this PES evaluates three improvement alternatives to address the identified flooding issues in the project area. All three improvement alternatives provide an overall solution that addresses both the building and street flooding in the project area. The components specific to each of the three improvement alternatives is shown on Exhibits 1, 2, and 3 found in Appendix A. A brief description of each improvement alternative is as follows:

- Alternative 1:
  - Acquisition of six flood prone structures.
  - Storm sewer replacement and additional inlets along street to reduce street flooding.
- Alternative 2:
  - Storm sewer replacement and additional inlets along the original stormsewer alignment to reduce street and structure flooding.
  - Additional stormsewer and area inlets added in backyards to reduce structure flooding.
  - Overflow swale grading.
- Alternative 3:
  - Storm sewer replacement and additional inlets along Reinhardt Street to reduce street flooding.
  - Additional area inlets added in backyards to reduce yard flooding.
  - Storm sewer extension to backyards from Reinhardt Lane to capture backyard drainage.

- Overflow swale grading.

**1. Alternative 1 Description**

Improvement Alternative 1 includes the acquisition of the following six flood prone structures in the project area to eliminate the flood risk for these structures:

- 3601 West 84th Terrace
- 8410 Reinhardt Street
- 8407 Reinhardt Street
- 3204 West 84th Place
- 3024 West 84th Place
- 8412 Wenonga Road

To address the street flooding occurring on Reinhardt Street, Alternative 1 includes the replacement of the existing storm sewer with to increase pipe capacity and limit street flooding depths to SMP standards. A detailed sketch of the Alternative 1 is shown on Exhibit 1 in Appendix A. Table 4 presents the street flood reduction benefits associated with Alternative 1.

**Table 4 – Improvement Alternative 1 Flood Reduction Benefit**

Storm Event	84th Terrace and Reinhardt Street Intersection		84th Street and Reinhardt Street Intersection		8410 Reinhardt Lane Low Point				
	WSE (feet)	Flood Depth (inches) <sup>1</sup>		WSE (feet)	Flood Depth (inches) <sup>1</sup>		WSE (feet)	Flood Depth (inches) <sup>1</sup>	
		Centerline	Gutter		Centerline	Gutter		Centerline	Gutter
100-Year	931.0	1.2	8.4	930.8	0.0	4.8	927.8	0.0	6.0

<sup>1</sup>Flood depths greater than 7 inches at the centerline or 14 inches at the gutter are shown in *bold italic*

**a) Facilities**

The existing conveyance facilities that will be replaced as part of Alternative 1 include the storm sewer and inlet structures in Prairie Village and the 36-inch RCP storm sewer in Leawood. The existing 42-inch RCP at the tie in point near 3020 84th Place will remain will not be improved with Alternative 1.

**b) Road/Traffic**

Alternative 1 roadway impacts include pavement and curb replacement from the storm sewer installation along Reinhardt Street and Reinhardt Lane.

In the roadway impact areas, the existing road surface and subgrade will be removed and replaced as necessary to construct the Alternative 1 improvements. Local traffic should be able to travel within the area with minor disruptions. These preliminary roadway impacts should be evaluated during the project design phase to confirm the extent of roadway impact.

A traffic control plan, including a phasing plan for roadway closure, should be prepared during the project design phase to address the impacts to residents during construction. As the roadway disturbance with Alternative 1 will be limited primarily to Reinhardt Street and there are multiple access points in and out of the neighborhood, it is not anticipated that traffic control will be a significant issue.

### **c) Utilities**

Preliminary utility locations within the project area have been identified based on county AIMS mapping, information received from utility mapping requests, and the survey performed for this PES. Based on this information, the following utilities will likely be in conflict with the Alternative 1 storm sewer improvements:

- Underground gas line running on the west side of Reinhardt Street and Reinhardt Lane will need to be crossed and possibly lowered for the deeper stormsewer
- Water main on the east side of Reinhardt Street and Reinhardt Lane will need to be crossed multiple times and possibly lowered for the deeper stormsewer
- Sanitary sewer mains on Reinhardt Street and Reinhardt Lane will need to be crossed by the proposed storm sewer improvements. The cost estimate for Alternative 1 assumes that these sections of sanitary sewer will either be replaced with ductile iron pipe (DIP) or encased and some service lines will need replacement.
- Overhead and underground power run north/south at the rear property line between Reinhardt Street and Reinhardt Lane. Underground power runs parallel to the storm sewer in the rear yards east of Reinhardt Lane and may need to be moved or protected for the stormsewer construction.

Cable and telephone are both overhead and underground throughout the project area. The underground may need to be moved or protected for the stormsewer construction. Note that a Kansas One-Call utility locate will need to be completed with the project design phase and prior to construction.

### **d) Rights-of-Way/Easements**

No changes to the existing right-of-way will be necessary to implement Alternative 1. It will be necessary to obtain temporary easements from properties adjacent to the proposed storm sewer improvements. The city could keep the bought-out properties or re-plat the lots to the adjacent property owners. Permanent drainage easement will be needed on the properties if those lots are re-plated to the adjacent property owners.

Plat maps showing the existing easements on properties within the project area are included in Appendix C for reference. The extent of additional easements required by the proposed improvements will be determined during the project design phase.

### **e) Preliminary Drawings**

A detailed figure of the Alternative 1 features (Exhibit 1) is included in Appendix A.

### **f) Opinion of Probable Costs**

The opinion of probable cost for SMP eligible activities with Alternative 1 is **\$5,612,020**. Details about this cost estimate are included in Appendix A for reference. Based on the Johnson County SMP Flood Problem Rating Table for this PES (see Appendix A) which shows a point total of 240, the SMP priority ranking for Alternative 1 is **20,505**.

### **g) Relationship to Other City Stormwater Facilities**

Existing storm sewer in the project area is replaced with this alternative 1. The existing downstream 42-inch RCP on 84th Place where the improvements end will remain in place and continue to function as it does today. The scope of the Alternative 1 improvements are confined by the elevations and capacities of the downstream conveyance systems.

**h) Effects on Surrounding Cities**

Alternative 1 is limited in scope to addressing the existing flooding within the project area, while tying into existing upstream and downstream infrastructure. Flood impacts upstream or downstream of the project areas are not anticipated in Leawood and Prairie Village.

**i) Conformance with Current Design Standards**

Alternative 1 meets or exceeds the current SMP adopted standards and specifications, as well as minimum city stormwater standards.

**2. Improvement Alternative 2 Description**

Improvement Alternative 2 aims to address the street and structure flooding occurring along Reinhardt Street by replacing the existing storm sewer with larger RCP. Backyard runoff will be captured with additional area inlets in the backyards to limit structure flooding and reduce the runoff that gets to Reinhardt Street. The stormsewer system will also be lowered throughout the system.

A detailed sketch of the Alternative 2 features is shown on Exhibit 2 in Appendix A. Table 5 presents the structure and street flooding reduction benefits associated with Alternative 2.

**Table 5 – Improvement Alternative 2 Flood Reduction Benefit**

Location	Critical Structure Flooding Elevation	100-Year WSE at Location	100-Year Centerline Flood Depth	100-Year Gutter Flood Depth
	(feet)	(feet)	(inches)	(inches)
3601 W 84th Terrace	934.43	934.8	--	--
8410 Reinhardt Street	933.42	932.0	--	--
8407 Reinhardt Street	928.77	*1	--	--
3204 W 84th Place	926.79	925.5	--	--
3024 W 84th Place	923.92	922.0	--	--
8412 Wenonga Road	927.66	926.5	--	--
84th Terrace and Reinhardt Street Intersection	--	931.0	1.2	8.4
84th Street and Reinhardt Street Intersection	--	930.8	0.0	4.8
8410 Reinhardt Lane Low Point		927.8	0.0	6.0

<sup>1</sup>Structure flooding occurs when the street flooding runs down the driveway. The reduction in street flooding removes water from this location.

**a) Facilities**

The existing conveyance facilities that will be replaced as part of Alternative 2 include the storm sewer and inlet structures in Prairie Village and the existing facilities in Leawood down to the road crossing at 84th Place. The existing 48-inch RCP on the south side of 84th Place point near 3023 84th Place will remain in place.

### **b) Road/Traffic**

Alternative 2 roadway impacts include pavement and curb replacement from the storm sewer installation along Reinhardt Street and Reinhardt Lane. The cul-de-sac at 84th Terrace and Reinhardt Street will be rebuilt to establish proper drainage.

In the roadway impact areas, the existing road surface and subgrade will be removed and replaced as necessary to construct the Alternative 2 improvements. Local traffic should be able to travel within the area with minor disruptions. These preliminary roadway impacts should be evaluated during the project design phase to confirm the extent of roadway impact.

A traffic control plan, including a phasing plan for roadway closure, should be prepared during the project design phase to address the impacts to residents during construction. As the roadway disturbance with Alternative 1 will be limited primarily to Reinhardt Street and there are multiple access points in and out of the neighborhood, it is not anticipated that traffic control will be a significant issue.

### **c) Utilities**

Preliminary utility locations within the project area have been identified based on county AIMS mapping, information received from utility mapping requests, and the survey performed for this PES. Based on this information, the following utilities will likely be in conflict with the Alternative 2 storm sewer improvements:

- Underground gas line running on the west side of Reinhardt Street and Reinhardt Lane will need to be crossed and possibly lowered for the deeper stormsewer.
- Water main on the east side of Reinhardt Street and Reinhardt Lane will need to be crossed multiple times and possibly lowered for the deeper stormsewer.
- Sanitary sewer mains on Reinhardt Street and Reinhardt Lane will need to be crossed by the proposed storm sewer improvements. The cost estimate for Alternative 1 assumes that these sections of sanitary sewer will either be replaced with ductile iron pipe (DIP) or encased and some service lines will need replacement.
- Overhead and underground power run north/south at the rear property line between Reinhardt Street and Reinhardt Lane. Underground power runs parallel to the storm sewer in the rear yards east of Reinhardt Lane and may need to be moved or protected for the stormsewer construction.
- Cable and telephone are both overhead and underground throughout the project area. The underground may need to be moved or protected for the stormsewer construction.

Note that a Kansas One-Call utility locate will need to be completed with the project design phase and prior to construction.

### **d) Rights-of-Way/Easements**

No changes to the existing right-of-way will be necessary to implement Alternative 2. It will be necessary to obtain temporary easements from properties adjacent to the proposed storm sewer improvements. Permanent drainage easements will be needed to get stormsewer into the backyards south of 84th Terrace. Some areas where existing 10-foot utility easements exist may be expanded for the new facilities and future access needs.

Plat maps showing the existing easements on properties within the project area are included in Appendix C for reference. The extent of additional easements required by the proposed improvements will be determined during the project design phase.

**e) Preliminary Drawings**

A detailed figure of the Alternative 2 features (Exhibit 2) is included in Appendix A.

**f) Opinion of Probable Costs**

The opinion of probable cost for SMP eligible activities with Alternative 2 is **\$2,459,300**. Details about this cost estimate are included in Appendix A for reference. Based on the Johnson County SMP Flood Problem Rating Table for this PES (see Appendix A) which shows a point total of 240, the SMP priority ranking for Alternative 2 is **9,438**.

**g) Relationship to Other City Stormwater Facilities**

Existing storm sewer in the project area is replaced with alternative 2. The existing downstream 48-inch RCP on 84th Place where the improvements end will remain in place and continue to function as it does today. The scope of the Alternative 2 improvements are confined by the elevations and capacities of the downstream conveyance systems.

**h) Effects on Surrounding Cities**

Alternative 2 is limited in scope to addressing the existing flooding within the project area, while tying into existing upstream and downstream infrastructure. Flood impacts upstream or downstream of the project areas are not anticipated in Leawood and Prairie Village.

**i) Conformance with Current Design Standards**

As discussed in Section II.B.2 of this PES, Alternative 2 meets or exceeds the current SMP adopted standards and specifications, as well as minimum city stormwater standards, the exception may be providing 1-foot of freeboard from the 100-year WSE to the critical structure flooding elevation in all locations. Limited space between homes and flat grades may limit the ability to fully provide the full 1-foot of freeboard. Detailed design will evaluate each location in depth and a design exception may be requested at that time.

**3. Alternative 3 Description**

Improvement Alternative 3 aims to address the street and structure flooding occurring along Reinhardt Street by replacing the existing storm sewer with larger RCP. Backyard runoff will be captured with additional area inlets in the backyards to limit structure flooding and reduce the runoff that gets to Reinhardt Street. The stormsewer system will also be lowered throughout the system.

Alternative 3 is similar to Alternative 2 except that the backyard flows south of 84th Terrace are captured in a new separate stormsewer system. This stormsewer runs east down 84th Place and ties in at the downstream limit of the project. Although this alternative adds additional stormsewer it removes some pressure from the original system by removing this drainage area into its own system. This alternative assumes the stormsewer would be installed in the roadway to limit significant impact to mature trees along 84th Place.

A detailed sketch of the Alternative 3 features is shown on Exhibit 3 in Appendix A. Table 6 presents the structure and street flooding reduction benefits associated with Alternative 3.

**Table 6 – Improvement Alternative 3 Flood Reduction Benefit**

Location	Critical Structure Flooding Elevation	100-Year WSE at Location	100-Year Centerline Flood Depth	100-Year Gutter Flood Depth
	(feet)	(feet)	(inches)	(inches)
3601 W 84th Terrace	934.43	934.8	--	--
8410 Reinhardt Street	933.42	932.0	--	--
8407 Reinhardt Street	928.77	*1	--	--
3204 W 84th Place	926.79	925.5	--	--
3024 W 84th Place	923.92	922.0	--	--
8412 Wenonga Road	927.66	926.5	--	--
84th Terrace and Reinhardt Street Intersection	--	931.0	0.0	6.0
84th Street and Reinhardt Street Intersection	--	930.6	0.0	2.4
8410 Reinhardt Lane Low Point		927.8	0.0	1.2

<sup>1</sup>Structure flooding occurs when the street flooding runs down the driveway. The reduction in street flooding removes water from this location.

**a) Facilities**

The existing conveyance facilities that will be replaced as part of Alternative 2 include the storm sewer and inlet structures in Prairie Village and the existing facilities in Leawood down to the road crossing at 84th Place will be replaced. The existing 54-inch RCP on the south side of 84th Place near 3023 84th Place will remain in place. A new 30-inch RCP will be constructed along 84th Place to connect to the existing downstream system.

**b) Road/Traffic**

Alternative 3 roadway impacts include pavement and curb replacement from the storm sewer installation along Reinhardt Street and Reinhardt Lane and 84th Place. The cul-de-sac at 84th Terrace and Reinhardt Street will be rebuilt to establish proper drainage.

In the roadway impact areas, the existing road surface and subgrade will be removed and replaced as necessary to construct the Alternative 3 improvements. These preliminary roadway impacts should be evaluated during the project design phase to confirm the extent of roadway impact.

A traffic control plan, including a phasing plan for roadway closure, should be prepared during the project design phase to address the impacts to residents during construction. Local traffic should be able to travel within the area with minor disruptions. As the roadway disturbance with Alternative 1 will be limited primarily to Reinhardt Street and there are multiple access points in and out of the neighborhood, it is not anticipated that traffic control will be a significant issue.



### **c) Utilities**

Preliminary utility locations within the project area have been identified based on county AIMS mapping, information received from utility mapping requests, and the survey performed for this PES. Based on this information, the following utilities will likely be in conflict with the Alternative 1 storm sewer improvements:

- Underground gas line running on the west side of Reinhardt Street and Reinhardt Lane will need to be crossed and possibly lowered for the deeper stormsewer.
- Water main on the east side of Reinhardt Street and Reinhardt Lane will need to be crossed multiple times and possibly lowered for the deeper stormsewer.
- Sanitary sewer mains on Reinhardt Street and Reinhardt Lane will need to be crossed by the proposed storm sewer improvements. The cost estimate for Alternative 1 assumes that these sections of sanitary sewer will either be replaced with ductile iron pipe (DIP) or encased and some service lines will need replacement.
- Overhead and underground power run north/south at the rear property line between Reinhardt Street and Reinhardt Lane. Underground power runs parallel to the storm sewer in the rear yards east of Reinhardt Lane and may need to be moved or protected for the stormsewer construction.

Cable and telephone are both overhead and underground throughout the project area. The underground may need to be moved or protected for the stormsewer construction. Note that a Kansas One-Call utility locate will need to be completed with the project design phase and prior to construction.

### **d) Rights-of-Way/Easements**

No changes to the existing right-of-way will be necessary to implement Alternative 3. It will be necessary to obtain temporary easements from properties adjacent to the proposed storm sewer improvements. Permanent drainage easements will be needed to get stormsewer into the backyards south of 84th Terrace. Some areas where existing 10-foot utility easements exist may be expanded for the new facilities and future access needs.

Plat maps showing the existing easements on properties within the project area are included in Appendix C for reference. The extent of additional easements required by the proposed improvements will be determined during the project design phase.

### **e) Preliminary Drawings**

A detailed figure of the Alternative 3 features (Exhibit 3) is included in Appendix A.

### **f) Opinion of Probable Costs**

The opinion of probable cost for SMP eligible activities with Alternative 3 is **\$2,820,370**. Details about this cost estimate are included in Appendix A for reference. Based on the Johnson County SMP Flood Problem Rating Table for this PES (see Appendix A) which shows a point total of 240, the SMP priority ranking for Alternative 3 is **10,824**.

### **g) Relationship to Other City Stormwater Facilities**

Existing storm sewer in the project area is replaced with Alternative 3. The existing downstream 54-inch RCP on 84th Place where the improvements end will remain in place and continue to function as it does today. The scope of the Alternative 3 improvements are confined by the elevations and capacities of the downstream conveyance systems.

#### **h) Effects on Surrounding Cities**

Alternative 3 is limited in scope to addressing the existing flooding within the project area, while tying into existing upstream and downstream infrastructure. Flood impacts upstream or downstream of the project areas are not anticipated in Leawood and Prairie Village.

#### **i) Conformance with Current Design Standards**

As discussed in Section II.B.2 of this PES, Alternative 2 meets or exceeds the current SMP adopted standards and specifications, as well as minimum city stormwater standards, the exception may be providing 1-foot of freeboard from the 100-year WSE to the critical structure flooding elevation in all locations. Limited space between homes and flat grades may limit the ability to fully provide the full 1-foot of freeboard. Detailed design will evaluate each location in depth and a design exception may be requested at that time.

### **III. Recommendations**

#### **A. Evaluation of Alternatives**

The advantages and disadvantages for each Alternative presented in Section II are discussed below:

##### **1. Improvement Alternative 1: Flood prone property acquisition and storm sewer replacement**

###### **a) Advantages**

- To eliminate the structure flooding problem, the city would acquire all six flood prone structures in the project area.
- Street flooding during the 100-year event along Reinhardt Street and Reinhardt Lane is reduced to less than 7 inches at the centerline and 14 inches at the gutter.
- Limits of stormsewer replacement is reduced compared to Alternatives 2 and 3.

###### **b) Disadvantages**

- Least economical of the three alternatives.
- Potential loss of property tax revenue if these properties are not redeveloped.
- Displacement of city residents.
- Public perception associated with purchasing flood prone structures.
- Temporary easement will be required

##### **2. Improvement Alternative 2: Storm sewer replacement**

###### **a) Advantages**

- Generally follows existing stormsewer alignment
- Street flooding during the 100-year event along Reinhardt Street and Reinhardt Lane is reduced to less than 7 inches at the centerline and 14 inches at the gutter
- Most economical of the three alternatives.

###### **b) Disadvantages**

- May not provide 1-foot of freeboard to all the flooded structures during a 100-year event.
- Temporary traffic disruptions and utility relocations will be necessary.
- Temporary and permanent easements will be required.

**3. Improvement Alternative 3: Stormsewer replacement**

**a) Advantages**

- Street flooding during the 100-year event along Reinhardt Street and Reinhardt Lane is reduced to less than 7 inches at the centerline and 14 inches at the gutter
- Reduces flow through original stormsewer branch.

**b) Disadvantages**

- Temporary traffic disruptions and utility relocations will be necessary.
- Adds additional storm sewer and roadway construction.
- Directly effects an additional seven residents compared to Alternative 2.

**B. Recommended Alternative**

Upon review of the advantages and disadvantages of the three alternatives, the estimated project costs, and the SMP priority ranking, Improvement Alternative 2 is recommended to address the structure and roadway flooding within the project area. Table 7 provides a comparison of the various estimated project costs and the SMP priority ranking for the three alternatives.

**Table 7 – Improvement Alternative Comparison**

Improvement Alternative	(A)	(B)	(C)	(D)	(E)
	Estimated Total Project Cost	Estimated Total SMP Eligible Cost	Estimated SMP Funding Amount = (B) x 75%	Estimated City Funding Amount = (A-B) + (B) x 25%	SMP Priority Ranking <sup>1</sup> = (B) / 240
1	\$5,563,680	\$4,872,960	\$3,654,720	\$1,908,960	20,304
2	\$2,504,300	\$2,310,140	\$1,732,610	\$771,690	9,626
3	\$2,865,370	\$2,642,710	\$1,982,040	\$883,330	11,011

<sup>1</sup> Each Alternative assumes a SMP Project Total Point total of 240 (see Appendix A for the rating table)

**IV. Acceptable by City within Upstream and Downstream Limits of Project**

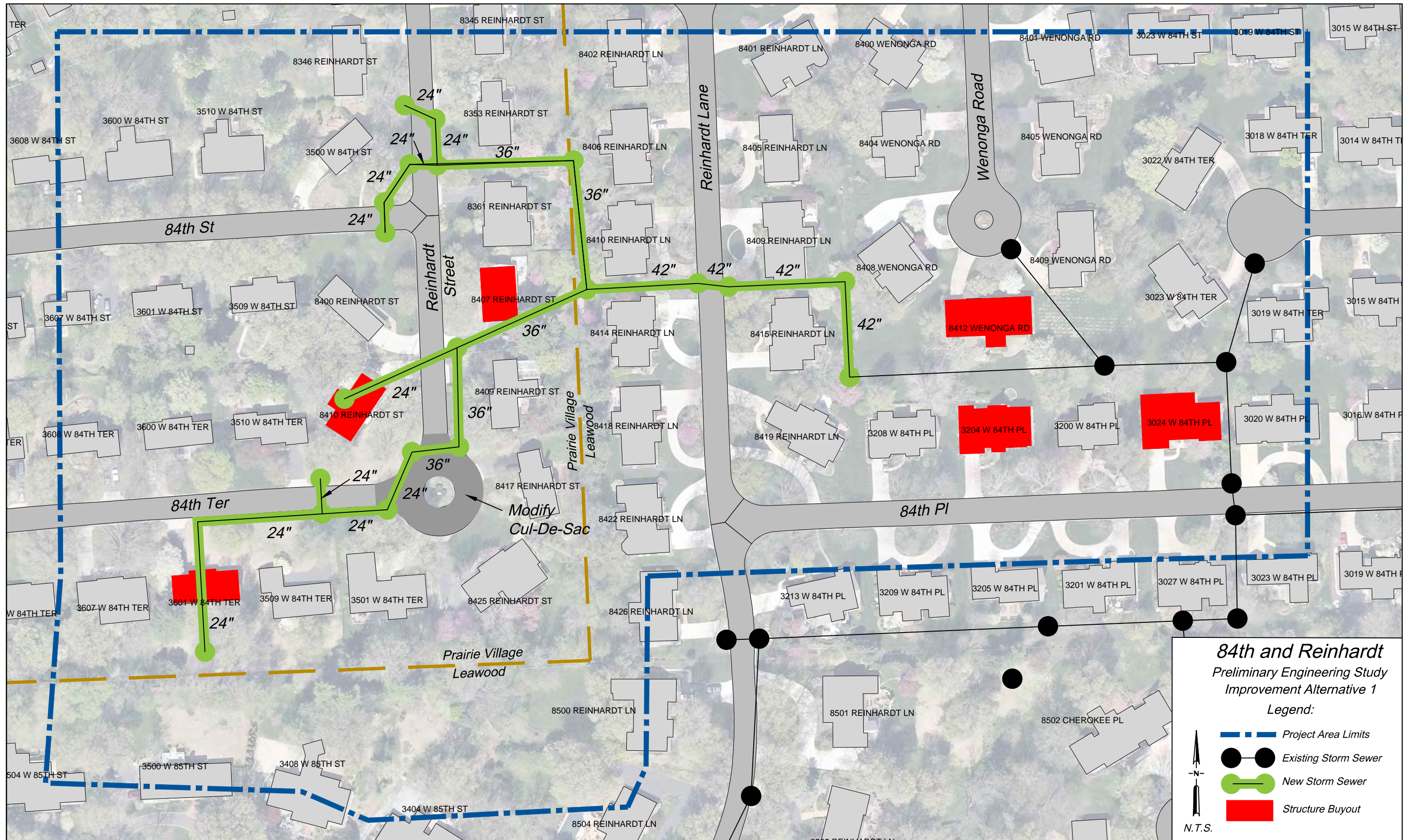
**A. City Correspondence**

As this project is in Prairie Village and Leawood, a meeting was held with staff with both cities to review the findings and recommendations of this study. The City of Leawood has reviewed and accepted the findings of this report. There is not another city impacted upstream of the project.

# Appendix A





## Improvement Alternative Information

- Flood Map – Figure 2
- Improvement Alternative 1 – Exhibit 1
- Improvement Alternative 2 – Exhibit 2
- Improvement Alternative 3 – Exhibit 3
- Opinion of Probable Costs
- Flood Problem Rating Table



**84th and Reinhardt**  
 Preliminary Engineering Study  
 Improvement Alternative 1

**Legend:**

-  Project Area Limits
  -  Existing Storm Sewer
  -  New Storm Sewer
  -  Structure Buyout
- N.T.S.

Johnson County Stormwater Management Plan  
Flood Problem Rating Table 1999

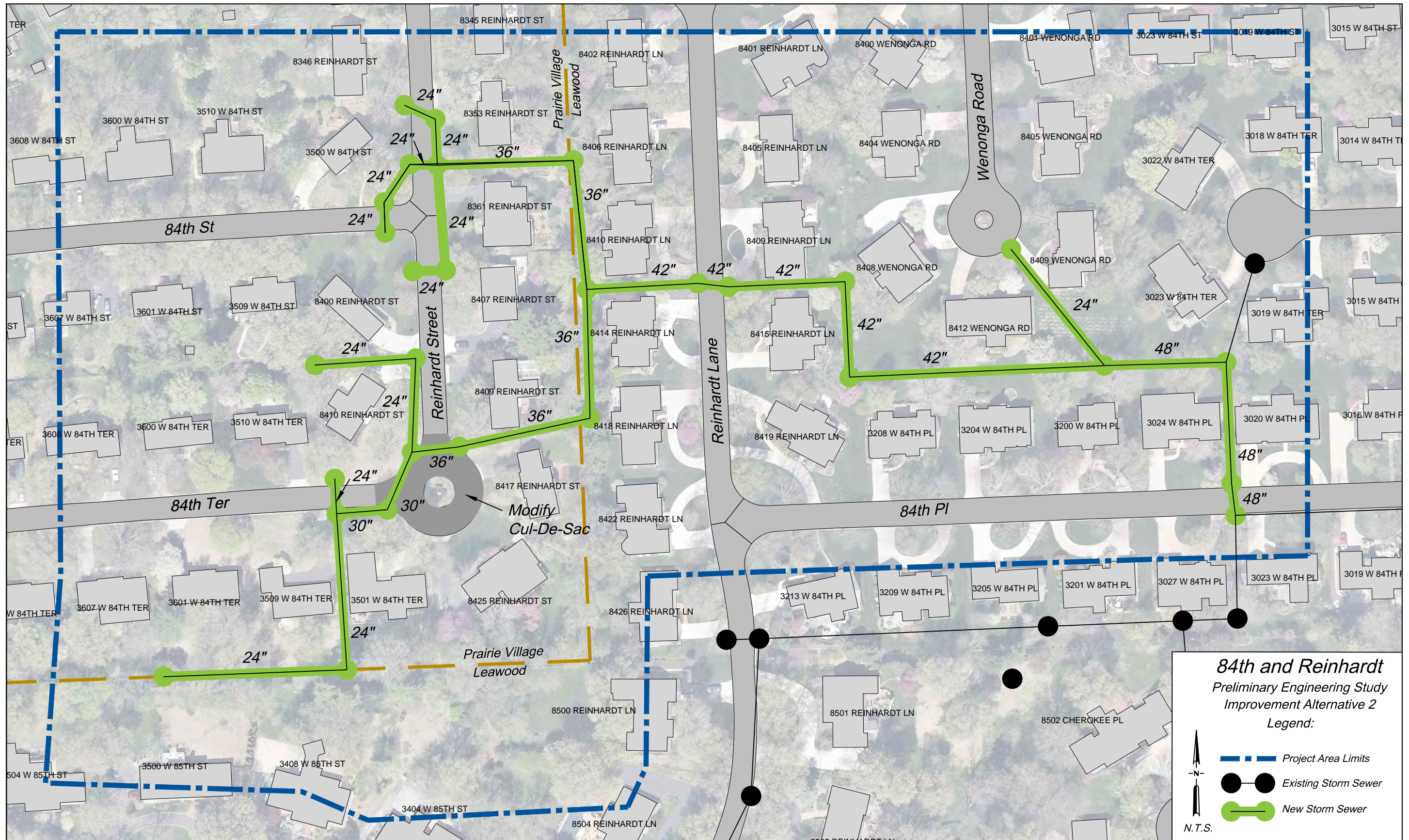
City: Prairie Village Basin & Watershed: Dyke's Branch  
 Location: 84th Terrace and Reinhardt Lane  
 Description of problem: Flooding of habitable buildings and street flooding

**Flood Problem Rating**




Factor #	Factor Description	Eliminates Factor	Rating Points	Frequency Multiplier	Severity Multiplier	Total Points
1	Loss of Life		40			
2	Flooding of habitable building	3	40	2	2	160
3	Flooding of garages and outbuildings	2	20			
4	Flooding arterial street or more than 7 inches	5,6,7	30			
5	Flooding collector street or more than 7 inches	4,6,7	25			
6	Flooding residential street of more than 7 inches	4,5,7	20	2	1.5	60
7	Widespread or long-term ponding in streets	4,5,6	20			
8	Erosion threatens habitable buildings, utilities, streets, bridges	9	30			
9	Erosion significant in unmaintained areas	8	10			
10	Erosion causes imminent drainage structure collapse	11,12	30			
11	Erosion causes marginal drainage structural collapse	10,12	15			
12	Erosion causes failure of drainage structure	10,11	10			
13	Other cities receiving benefits		20	1		20
14	Other cities contributing to flooding problem		10			
Project Total Points						240.0

Applies To	Frequency Multiplier	Multiplier Value
2-7	One time in ten years or by 6 to 10- to 100-year design storm	1
2-7	Two time in ten years or by 5- to 10-year design storm	2
2-7	Three or more times in ten years or less than under 5-year design storm	3
13,14	1 city receiving benefit	1
13,14	2 cities receiving benefit	2
13,14	3 or more cities receiving benefit	3

Applies to #	Severity Description	Multiplier Value
1	Number of known deaths *=1 for each death	*
2,3	1-5 buildings flooded historically or by 100-year design storm	1
2,3	6-9 buildings flooded historically or by 100-year design storm	2
2,3	10 or more buildings flooded historically or by 100-year design storm	3
4, 5, 6	Restricts emergency vehicles	1.5
8	Nuisance erosion creates maintenance problems	1
8	Moderate erosion, failure of structure or facility within next 5 years possible	2
8	Severe erosion, failure of structure or facility imminent	3
10-12	Collapse causes flooding of land by 100-year design storm	1
10-12	Collapse causes flooding of garages/outbuildings by 100-year design storm	1.5
10-12	Collapse causes 1-3 habitable buildings to be flooded	2
10-12	Collapse Causes 4-6 habitable building to floodec	3
10-12	Collapse Causes more than 6 habitable buildings to be flooded	4



**84th and Reinhardt**  
 Preliminary Engineering Study  
 Improvement Alternative 2  
 Legend:

-  Project Area Limits
  -  Existing Storm Sewer
  -  New Storm Sewer
- N.T.S.

**84th & Reinhardt Stormwater Improvements**

**Opinion of Probably Cost**

**Improvement Alternative 1 - Property Buyout & Stormsewer and Roadway Improvements**

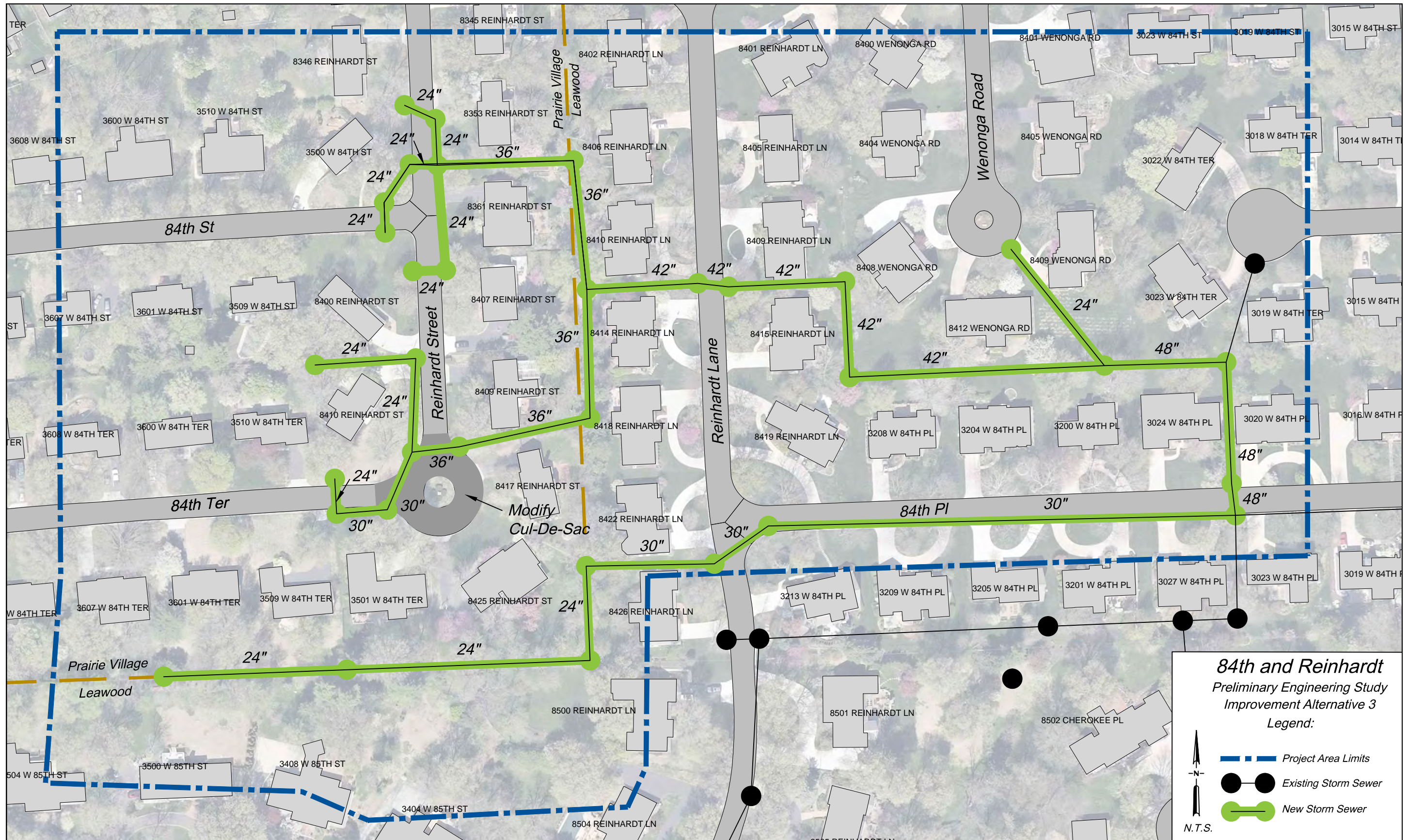
January 18, 2017



Item Description	Unit	Estimated Unit Price	Estimated Quantity	Estimated Total Cost
<b>Property Acquisition</b>				
3601 W 84th Terrace				\$205,600
8410 Reinhardt Street				\$243,800
8407 Reinhardt Street				\$186,800
3204 W 84th Place				\$379,300
3024 W 84th Place				\$439,900
8412 Wenonga Road				\$638,000
Property Value Inflation (assuming 2018 property acquisition) - 4% per year				\$83,736
<b>Subtotal - Property Acquisition</b>				<b>\$2,177,136</b>
<b>Storm Sewer Improvements</b>				
Mobilization	LS	\$50,000	1	\$50,000
Pre-Construction Survey (EST)	LS	\$1,000	10	\$10,000
Clearing and Grubbing	EA	\$50,000	1	\$50,000
Large Trees (Removal)	EA	\$1,000	10	\$10,000
Removal of Existing Structures	LS	\$85,000	1	\$85,000
Swale Grading	LF	\$50	1750	\$87,500
Curb and Gutter Combined (Type A, B or C)	LF	\$40	560	\$22,400
Concrete Driveway Pavement (6")	SY	\$75	150	\$11,250
Storm Sewer (24" RCP Class III)	LF	\$140	475	\$66,500
Storm Sewer (30" RCP Class III)	LF	\$150	233	\$34,950
Storm Sewer (36" RCP Class III)	LF	\$200	545	\$109,000
Storm Sewer (42" RCP Class III)	LF	\$225	655	\$147,375
Inlet (6' x 4') (Curb, Standard)	EA	\$6,000	14	\$84,000
Area Inlet (6' x 4')	EA	\$6,000	7	\$42,000
Pavement Repair	SY	\$80	1030	\$82,400
Sanitary Sewer Service Replacement (6" DIP)	LF	\$325	250	\$81,250
Sanitary Sewer Manhole Replacement	EA	\$8,500	1	\$8,500
Sanitary Sewer Concrete Encasement	LF	\$190	50	\$9,500
Temporary Fence (EST)	LF	\$10	1900	\$19,000
Traffic Control	LS	\$15,000	1	\$15,000
Tree Replacement (EST)	EA	\$500	30	\$15,000
Sod (Fescue)	SY	\$10	9100	\$91,000
Landscaping	LS	\$25,000	1	\$25,000
Irrigation System Repairs	LF	\$25	1000	\$25,000
Erosion Control	LS	\$15,000	1	\$15,000
Project Sign	EA	\$1,000	2	\$2,000
Contractor Construction Staking	LS	\$15,000	1	\$15,000
Property Reclamation (e.g. demolition, re-grading, utility disconnections, restoration, etc.) - 30% of appraised value				\$653,140
<b>Subtotal - Storm Sewer Improvements and Channel Clearing</b>				<b>\$1,866,765</b>
<b>Administration, Design and Fees</b>				
Utility Coordination/Relocation (5% of Construction Costs <sup>1</sup> )				\$93,340
Local/State/Federal Permitting (3% of Construction Costs <sup>1</sup> )				\$56,010
Engineering Design (14% of Construction Costs <sup>1</sup> )				\$261,350
Construction Inspection				\$45,000
Contingency (20% of Construction Costs <sup>1</sup> )				\$373,360
<b>Subtotal - Administration, Design and Fees</b>				<b>\$829,060</b>
<b>Fees Ineligible for SMP Reimbursement</b>				
Legal, Administration, and Overhead (10% of Construction Costs <sup>1</sup> )				\$186,680
Property Acquisition Costs and Moving Expenses ( 25% of Construction Costs <sup>1</sup> )				\$466,700
Easement - Temporary (2% of Construction Costs <sup>1</sup> )				\$37,340
<b>Subtotal - Fees Ineligible for SMP Reimbursement</b>				<b>\$690,720</b>
<b>TOTAL PROJECT COST</b>				<b>\$5,563,680</b>
<b>SMP ELIGIBLE COST (TOTAL PROJECT COST - INELIGIBLE COST)</b>				<b>\$4,872,960</b>
<b>TOTAL SMP FUNDING (75% OF SMP ELIGIBLE COSTS)</b>				<b>\$3,654,720</b>
<b>CITY COST (SMP INELIGIBLE COSTS + 25% OF SMP ELIGIBLE COSTS)</b>				<b>\$1,908,960</b>

<sup>1</sup>Construction costs include the costs associated with Project Mobilization, Removal, Grading, and Restoration and Culvert and Street Reconstruction Improvements. The Construction Costs do not include Property Acquisition costs



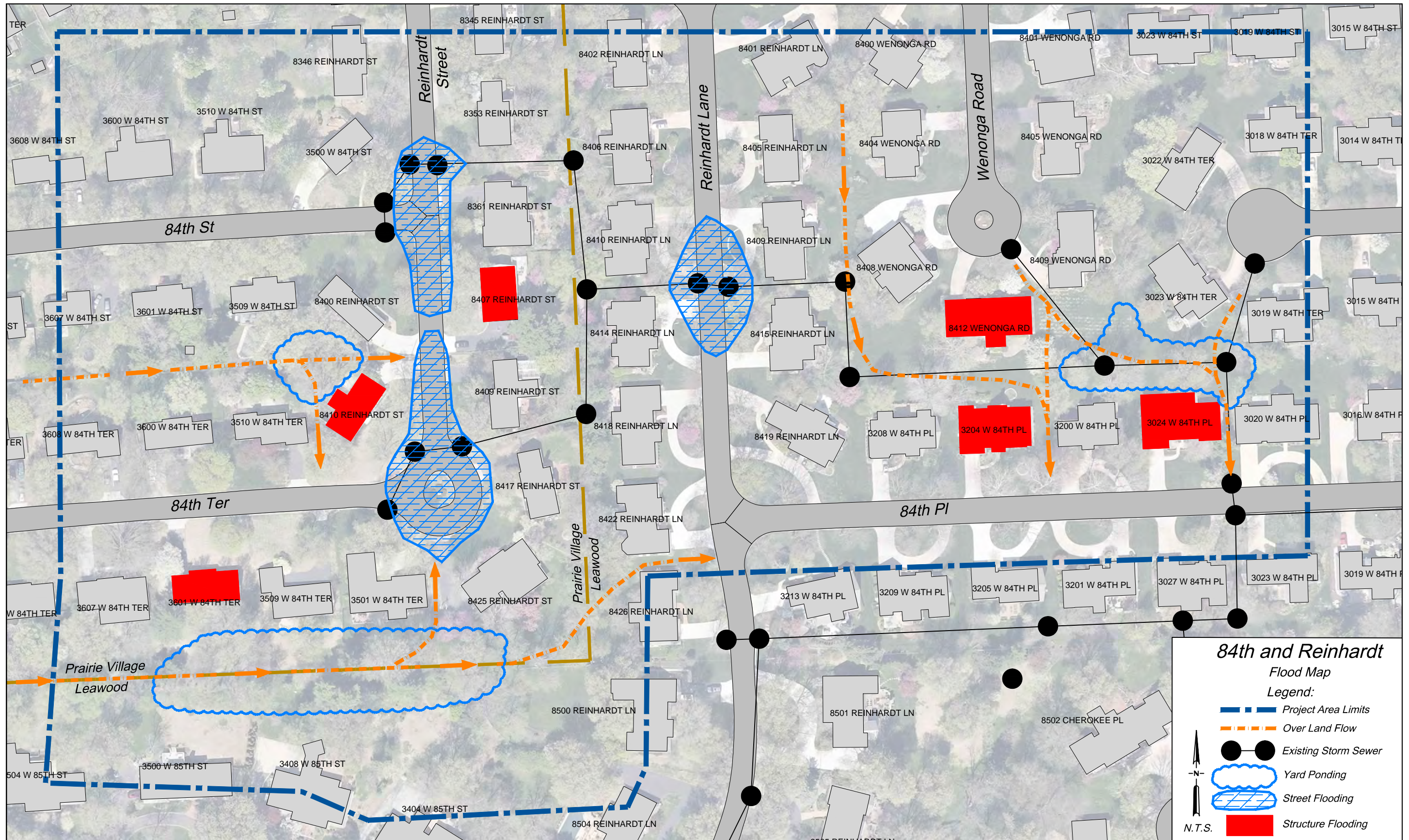


**84th & Reinhardt Stormwater Improvements**  
**Opinion of Probably Cost**  
**Improvement Alternative 2 - Stormsewer and Roadway Improvements**  
 January 18, 2017









Item Description	Unit	Estimated Unit Price	Estimated Quantity	Estimated Total Cost
<b>Storm Sewer Improvements and Channel Clearing</b>				
Mobilization	LS	\$50,000	1	\$50,000
Pre-Construction Survey (EST)	LS	\$1,000	10	\$10,000
Clearing and Grubbing	EA	\$50,000	1	\$50,000
Large Trees (Removal)	EA	\$1,000	10	\$10,000
Removal of Existing Structures	LS	\$85,000	1	\$85,000
Swale Grading	LF	\$50	2500	\$125,000
Curb and Gutter Combined (Type A, B or C)	LF	\$40	610	\$24,400
Concrete Driveway Pavement (6")	SY	\$75	160	\$12,000
Storm Sewer (24" RCP Class III)	LF	\$140	1000	\$140,000
Storm Sewer (30" RCP Class III)	LF	\$150	140	\$21,000
Storm Sewer (36" RCP Class III)	LF	\$200	571	\$114,200
Storm Sewer (42" RCP Class III)	LF	\$225	660	\$148,500
Storm Sewer (48" RCP Class III)	LF	\$250	295	\$73,750
Inlet (6' x 4') (Curb, Standard)	EA	\$6,000	19	\$114,000
Area Inlet (6' x 4')	EA	\$6,000	10	\$60,000
Pavement Repair	SY	\$80	1160	\$92,800
Sanitary Sewer Sevice Replacement (6" DIP)	LF	\$325	500	\$162,500
Sanitary Sewer Manhole Replacement	EA	\$8,500	1	\$8,500
Sanitary Sewer Concrete Encasement	LF	\$190	120	\$22,800
Temporary Fence (EST)	LF	\$10	4000	\$40,000
Traffic Control	LS	\$15,000	1	\$15,000
Tree Replacement (EST)	EA	\$500	30	\$15,000
Sod (Fescue)	SY	\$10	13400	\$134,000
Landscaping	LS	\$25,000	1	\$25,000
Irrigation System Repairs	LF	\$25	1300	\$32,500
Erosion Control	LS	\$15,000	1	\$15,000
Project Sign	EA	\$1,000	2	\$2,000
Contractor Construction Staking	LS	\$15,000	1	\$15,000
<b>Subtotal - Storm Sewer Improvements and Channel Clearing</b>				<b>\$1,617,950</b>
<b>Administration, Design and Fees</b>				
Utility Coordination/Relocation (5% of Construction Costs <sup>1</sup> )				\$80,900
Local/State/Federal Permitting (1% of Construciton Costs <sup>1</sup> )				\$16,180
Engineering Design (14% of Construction Costs <sup>1</sup> )				\$226,520
Construction Inspection				\$45,000
Contingency (20% of Construction Costs <sup>1</sup> )				\$323,590
<b>Subtotal - Administration, Design and Fees</b>				<b>\$692,190</b>
<b>Fees Ineligible for SMP Reimbursement</b>				
Legal, Administration, and Overhead (10% of Construction Costs <sup>1</sup> )				\$161,800
Easement - Temporary (2% of Construction Costs <sup>1</sup> )				\$32,360
<b>Subtotal - Fees Ineligible for SMP Reimbursement</b>				<b>\$194,160</b>
<b>TOTAL PROJECT COST</b>				<b>\$2,504,300</b>
<b>SMP ELIGIBLE COST (TOTAL PROJECT COST - INELIGIBLE COST)</b>				<b>\$2,310,140</b>
<b>TOTAL SMP FUNDING (75% OF SMP ELIGIBLE COSTS)</b>				<b>\$1,732,610</b>
<b>CITY COST (SMP INELIGIBLE COSTS + 25% OF SMP ELIGIBLE COSTS)</b>				<b>\$771,690</b>

<sup>1</sup>Construction costs include the costs associated with Project Removal, Grading, and Restoration and Storm Sewer and Street Reconstruction Improvements



**84th and Reinhardt  
Flood Map**

- Legend:**
-  Project Area Limits
  -  Over Land Flow
  -  Existing Storm Sewer
  -  Yard Ponding
  -  Street Flooding
  -  Structure Flooding
- N.T.S.

**84th & Reinhardt Stormwater Improvements**  
**Opinion of Probably Cost**  
**Improvement Alternative 3 - Stormsewer and Roadway Improvements**  
 January 18, 2017



Item Description	Unit	Estimated Unit Price	Estimated Quantity	Estimated Total Cost
<b>Storm Sewer Improvements and Channel Clearing</b>				
Mobilization	LS	\$50,000	1	\$50,000
Pre-Construction Survey (EST)	LS	\$1,000	10	\$10,000
Clearing and Grubbing	EA	\$50,000	1	\$50,000
Large Trees (Removal)	EA	\$1,000	12	\$12,000
Removal of Existing Structures	LS	\$85,000	1	\$85,000
Swale Grading	LF	\$50	2500	\$125,000
Curb and Gutter Combined (Type A, B or C)	LF	\$40	1285	\$51,400
Concrete Driveway Pavement (6")	SY	\$75	160	\$12,000
Storm Sewer (24" RCP Class III)	LF	\$140	1030	\$144,200
Storm Sewer (30" RCP Class III)	LF	\$150	965	\$144,750
Storm Sewer (36" RCP Class III)	LF	\$200	571	\$114,200
Storm Sewer (42" RCP Class III)	LF	\$225	660	\$148,500
Storm Sewer (48" RCP Class III)	LF	\$250	295	\$73,750
Inlet (6' x 4') (Curb, Standard)	EA	\$6,000	19	\$114,000
Area Inlet (6' x 4')	EA	\$6,000	10	\$60,000
Pavement Repair	SY	\$80	2280	\$182,400
Sanitary Sewer Sevice Replacement (6" DIP)	LF	\$325	500	\$162,500
Sanitary Sewer Manhole Replacement	EA	\$8,500	1	\$8,500
Sanitary Sewer Concrete Encasement	LF	\$190	120	\$22,800
Temporary Fence (EST)	LF	\$10	4000	\$40,000
Traffic Control	LS	\$15,000	1	\$15,000
Tree Replacement (EST)	EA	\$500	30	\$15,000
Sod (Fescue)	SY	\$10	12500	\$125,000
Landscaping	LS	\$25,000	1	\$25,000
Irrigation System Repairs	LF	\$25	1300	\$32,500
Erosion Control	LS	\$15,000	1	\$15,000
Project Sign	EA	\$1,000	2	\$2,000
Contractor Construction Staking	LS	\$15,000	1	\$15,000
<b>Subtotal - Storm Sewer Improvements and Channel Clearing</b>				<b>\$1,855,500</b>
<b>Administration, Design and Fees</b>				
Utility Coordination/Relocation (5% of Construction Costs <sup>1</sup> )				\$92,780
Local/State/Federal Permitting (1% of Construciton Costs <sup>1</sup> )				\$18,560
Engineering Design (14% of Construction Costs <sup>1</sup> )				\$259,770
Construction Inspection				\$45,000
Contingency (20% of Construction Costs <sup>1</sup> )				\$371,100
<b>Subtotal - Administration, Design and Fees</b>				<b>\$787,210</b>
<b>Fees Ineligible for SMP Reimbursement</b>				
Legal, Administration, and Overhead (10% of Construction Costs <sup>1</sup> )				\$185,550
Easement - Temporary (2% of Construction Costs <sup>1</sup> )				\$37,110
<b>Subtotal - Fees Ineligible for SMP Reimbursement</b>				<b>\$222,660</b>
<b>TOTAL PROJECT COST</b>				<b>\$2,865,370</b>
<b>SMP ELIGIBLE COST (TOTAL PROJECT COST - INELIGIBLE COST)</b>				<b>\$2,642,710</b>
<b>TOTAL SMP FUNDING (75% OF SMP ELIGIBLE COSTS)</b>				<b>\$1,982,040</b>
<b>CITY COST (SMP INELIGIBLE COSTS + 25% OF SMP ELIGIBLE COSTS)</b>				<b>\$883,330</b>

<sup>1</sup>Construction costs include the costs associated with Project Removal, Grading, and Restoration and Storm Sewer and Street Reconstruction Improvements

**84th & Reinhardt Stormwater Improvements**

January 18, 2017

	(A)	(B)	(C)	(D)	(E)	
Improvement Alternative	Estimated Total Project Cost	Estimated Total SMP Eligible Cost	Estimated SMP Funding Amount	Estimated City Funding Amount	SMP Project Total Points	SMP Priority Ranking
			= (B) x 75%	= (A-B) + (B) x 25%		= (B) / (E)
1	\$5,563,680	\$4,872,960	\$3,654,720	\$1,908,960	240	20,304
2	\$2,504,300	\$2,310,140	\$1,732,610	\$771,690	240	9,626
3	\$2,865,370	\$2,642,710	\$1,982,040	\$883,330	240	11,011

# Appendix B

Completed Flood History Questionnaires

# Appendix C

- Project Area Plats
- Sanitary Sewer As-builts

# CORINTH MEADOWS

485603  
 STATE OF KANSAS, Johnson Co., ss.  
 This instrument was filed for record on the  
 1955 JAN -7 PM 2:39  
 and duly recorded in Book 18  
 of Plats  
 page 6  
*Helen Judelson*  
 Register of Deeds

**DESCRIPTION:**  
 This is a subdivision of all that part of the Northwest Quarter of the Southwest Quarter of Section 27, Township 12, Range 25, Johnson County, Kansas described as follows: Beginning at the Southwest corner of said Quarter-Quarter Section a distance of 628.13 feet, thence North 64 degrees 29 minutes 50 seconds East a distance of 731.29 feet; thence due North 382.69 feet to a point in the North line of said Quarter Quarter Section, thence South 89 degrees 44 minutes East along said North line a distance of 146.50 feet, thence due South 260.7 feet; thence South 89 degrees 44 minutes East a distance of 511.5 feet to a point in the East line of said Quarter Quarter Section; thence South 0 degrees 04 minutes 28 seconds West a distance of 1066.69 feet to the Southeast corner of said Quarter Quarter Section; thence North 89 degrees 47 minutes 30 seconds West along the South line of said Quarter Quarter Section a distance of 1316.26 feet to the point of beginning containing 29.108 acres.

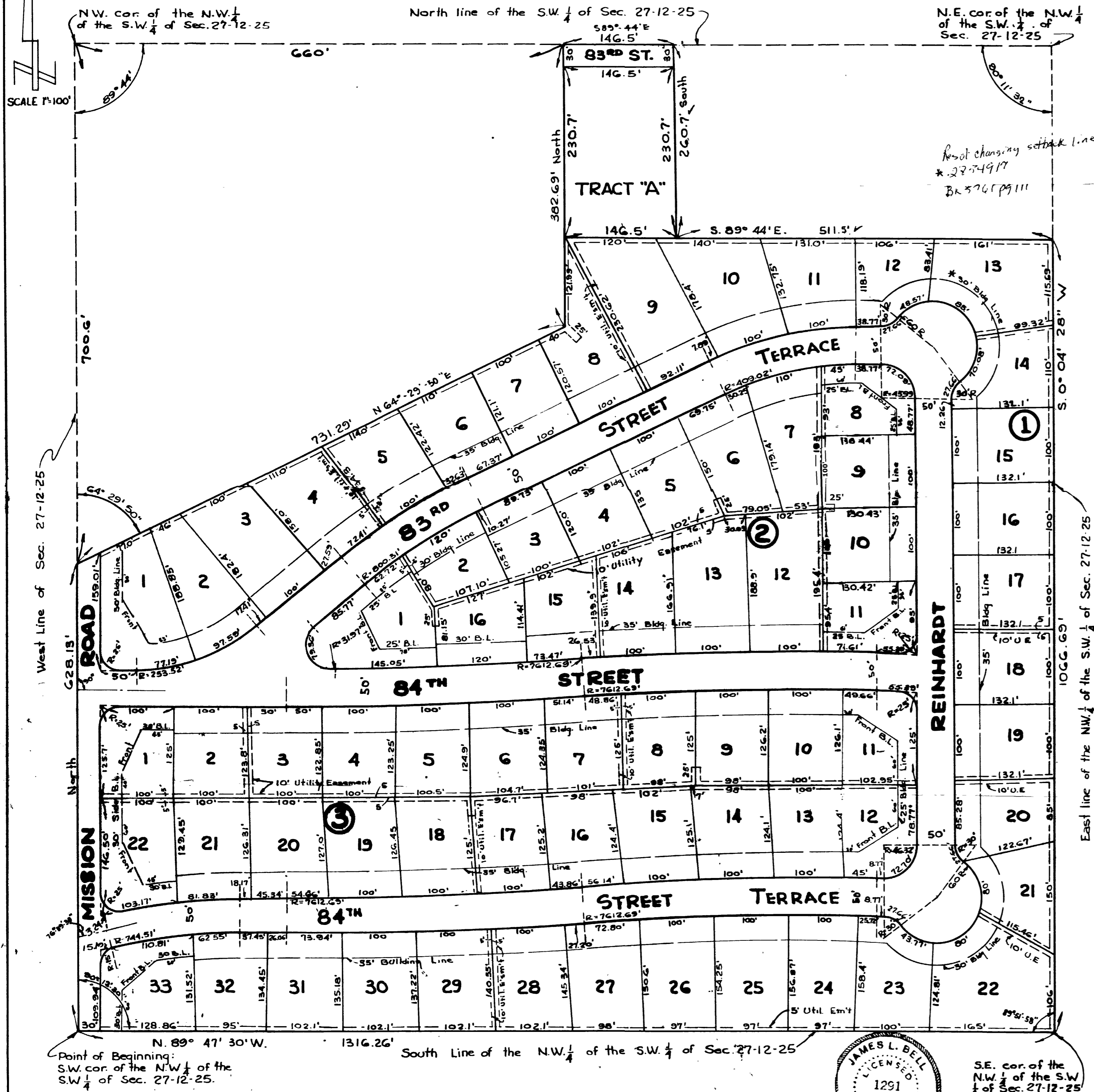
**CORINTH MEADOWS:**  
 The undersigned Geo. M. Siemens Building Co., a corporation duly organized under the Laws of the State of Missouri, proprietor of the real estate described herein, has caused the same to be subdivided in the manner as shown on this plat, which subdivision and plat shall hereafter be known as "CORINTH MEADOWS".  
 It shall be sufficient description of the lots on this plat and of each of them to designate the same by the numbers which appear on the face of the plat, in the center of said lots, followed by the Block Number which appears in each block and then followed by the words "CORINTH MEADOWS".  
 The streets, roads, and drives shown on this plat and not heretofore dedicated to public use as thoroughfares are hereby so dedicated.  
 An easement or license is hereby granted to Johnson County and to all Public Utility Companies, duly incorporated and existing under the laws of the State of Kansas, to enter upon, construct and maintain; poles, wires, anchors, pipes, sewers, conduits, etc., upon over or under those areas outlined and designated on this plat as "Utility Easement".  
 The use of all lots shown on this plat shall be subject to the restrictions relative thereto, which are recorded in the Register of Deeds office of said county.  
 IN TESTIMONY WHEREOF: Geo. M. Siemens Building Co., a corporation, has caused these presents to be signed by its President, attested by its Secretary this 24th day of December, 1954.

*Geo. M. Siemens*  
 President  
*Nancy J. Clark*  
 Secretary

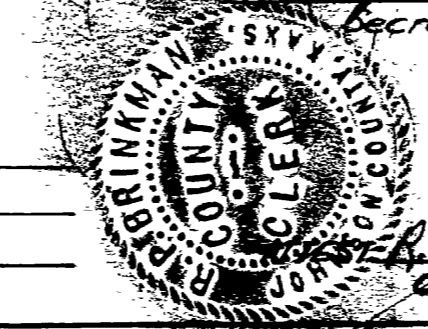
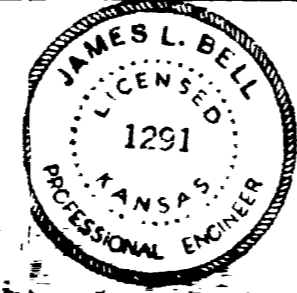
STATE OF ~~MISSOURI~~ KANSAS } s.s.  
 COUNTY OF ~~JEFFERSON~~ JOHNSON }  
 On this 24th day of December, 1954, before me personally appeared *Geo. M. Siemens*, to me personally known, who being by me duly sworn did say that he is the President of Geo. M. Siemens Building Co. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said *Geo. M. Siemens*, acknowledged said instrument to be the free act and deed of said corporation.

*Willie M. Cullerch*  
 Notary Public in and for Johnson County, Kansas  
 My Commission Expires: MY COMMISSION EXPIRES FEB. 6, 1955

APPROVED: By the Mission Township Zoning Board this 30 day of Dec 1955  
*[Signature]*  
 Secretary  
 Jan 7, 1955  
 COUNTY COMMISSIONERS  
*[Signature]*  
 Secretary  
*[Signature]*  
 County Clerk J.S.



JAMES L. BELL & CO. - SURVEYORS & ENGINEERS





FILED BY  
JOHNSON COUNTY TITLE CO., INC.  
OLATHE, KANSAS

# THE CLOISTERS

(Lots 1 thru. 104)

This is a subdivision of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 27, Township 12, Range 25, in the City of Leawood, Johnson County, Kansas.

The above described tract of land contains 1,747,701.70 square feet of area or 40.12 acres.

The undersigned owners of the above described tract of land have caused the same to be subdivided in the manner as shown on this plat, which plat and subdivision shall hereafter be known as, "THE CLOISTERS".

The streets and roads shown on this plat and not heretofore dedicated to public use as thoroughfares are hereby so dedicated.

An easement or license is hereby granted to all properly authorized municipal and county governmental agencies to locate, construct and maintain or to authorize, the location, construction and maintenance of public utilities, including but not limited to conduits, water, gas and sewer pipes, poles, wires and anchors, and all or any of them upon those areas in this platted subdivision outlined on this plat by the words, "UTILITY EASEMENTS, or U.E.".

The front building lines shown on this plat conform to the zoning requirements of the City of Leawood. In event the City of Leawood or its political successor shall alter the zoning requirements so as to reduce the minimum building set back lines with respect to any of the property covered by this plat, then the building lines shown on this plat shall be deemed to have been altered to conform thereto.

IN TESTIMONY WHEREOF, Leawood Building Co., Inc. has by authority of its Board of Directors, caused these presents to be signed by its President and its corporate seal to be hereto affixed on this 3rd day of July, 1968.

LEAWOOD BUILDING CO., INC.

*John A. ...*  
President

ATTEST:

*M. C. Akere*  
Secretary

STATE OF Kansas  
COUNTY OF Johnson

IT REMEMBERED that on this 3rd day of July, 1968, before me, the undersigned, a notary public, in and for the county and state aforesaid, came *John A. ...* President of Leawood Building Co., Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri, and *M. C. Akere*, Secretary of said corporation, who are personally known to me to be such officers and who are personally known to me to be the same person who executed as such officers, the within instrument of writing on behalf of said corporation and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

Survey and Plat by:  
FRED C. OLIVER, Surveyor

My Commission Expires  
Nov. 13, 1971

*Fred C. Oliver*

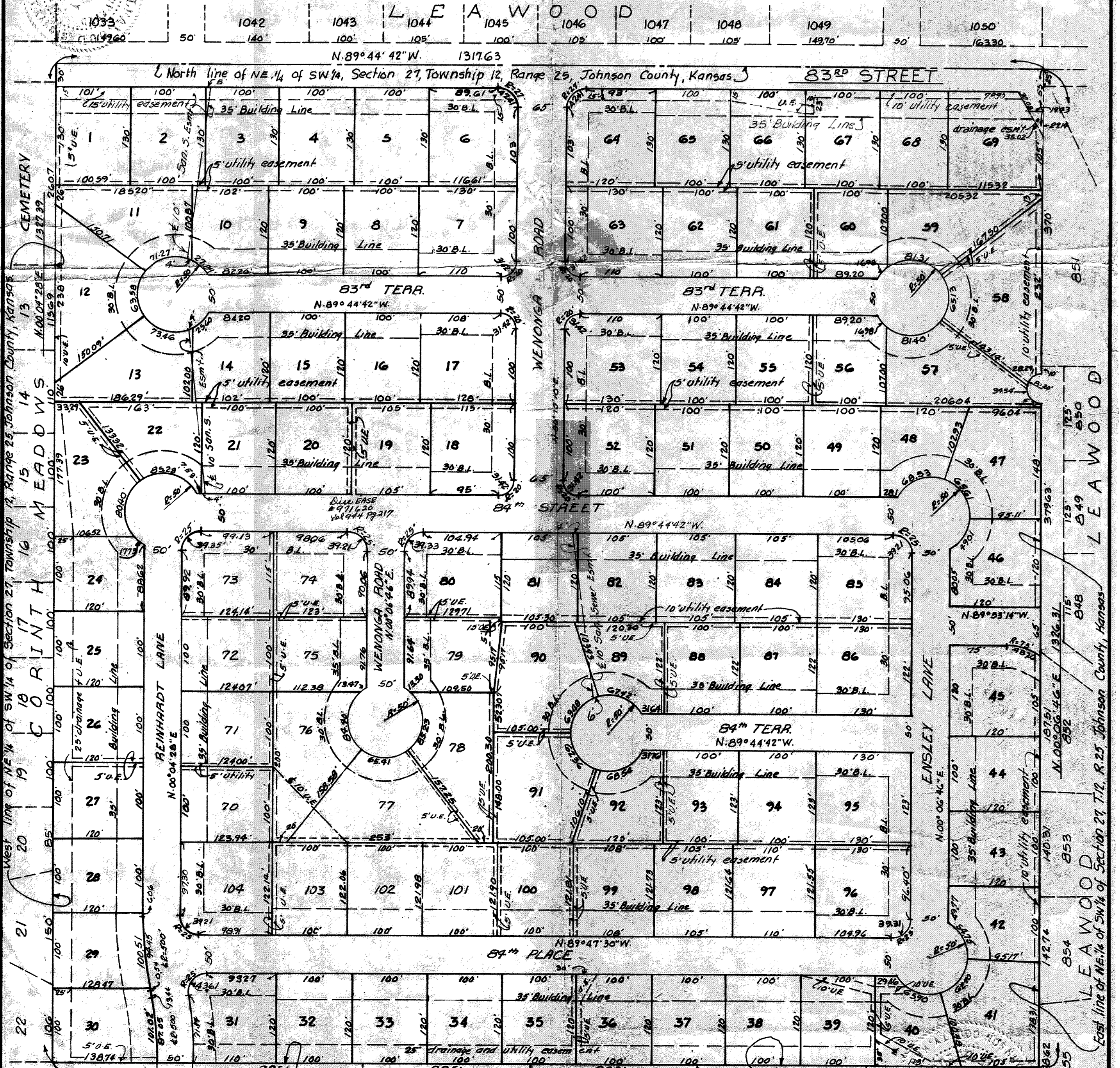
*Walter J. Bowman*  
Notary Public in and for the county and state aforesaid

I do hereby certify that the plat of THE CLOISTERS, lots 1 to 104, both inclusive, a subdivision in the City of Leawood, Johnson County, Kansas, has been approved by the City Council of said city on this 15th day of July, 1968.

Registration:  
Missouri S. #117

City Clerk of the City of Leawood.

*Jimmy Oberlander* Dated this 19 day of July, 1968.

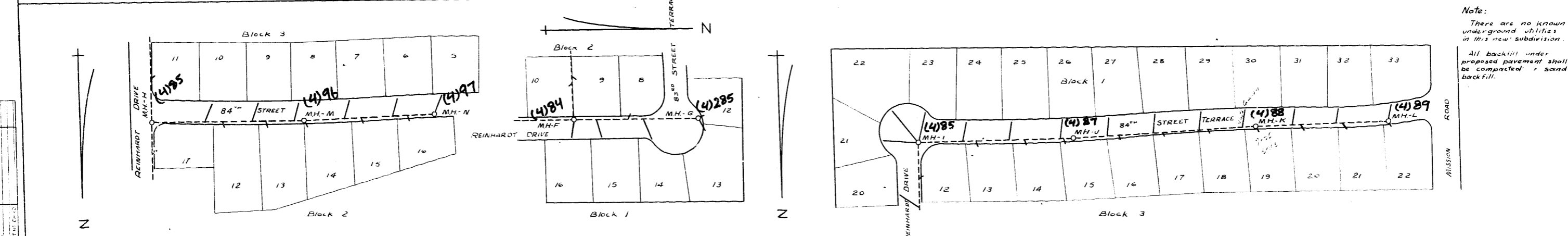
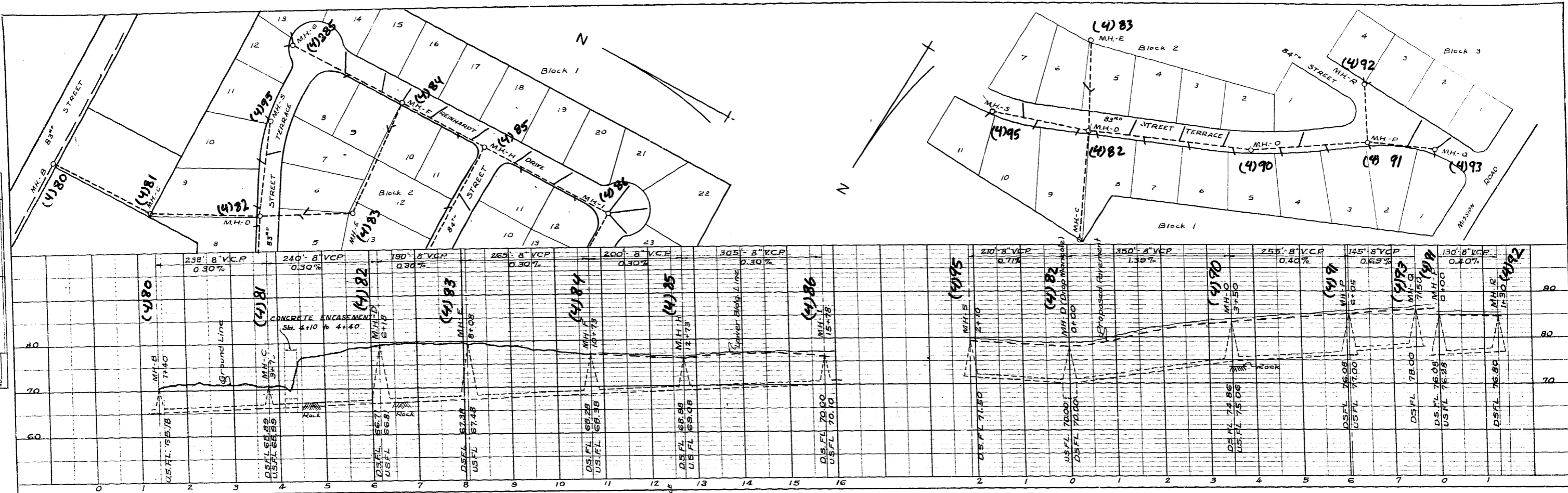


811561  
STATE OF KANSAS  
COUNTY OF JOHNSON  
FILED FOR RECORD

1968 AUG 1 PM 3 07 4  
*Marguerite M. Brenner*  
MARGUERITE M. BRENNER  
REGISTER OF DEEDS  
OK 36 P. 40

DATE	
BY	
NO.	
PLAN	DESIGNED PLOTTED NOTE BOOK ALIGNMENT CHECKED REV. OF WAY CHECKED

DATE	
BY	
NO.	
PROFILE	SURVEYED POINTS CHECKED NOTE BOOK B.M. NOTED STRUCTURE NOTE NO. C-1



Note:  
There are no known underground utilities in this new subdivision.

All backfill under proposed pavement shall be compacted, sand backfill.

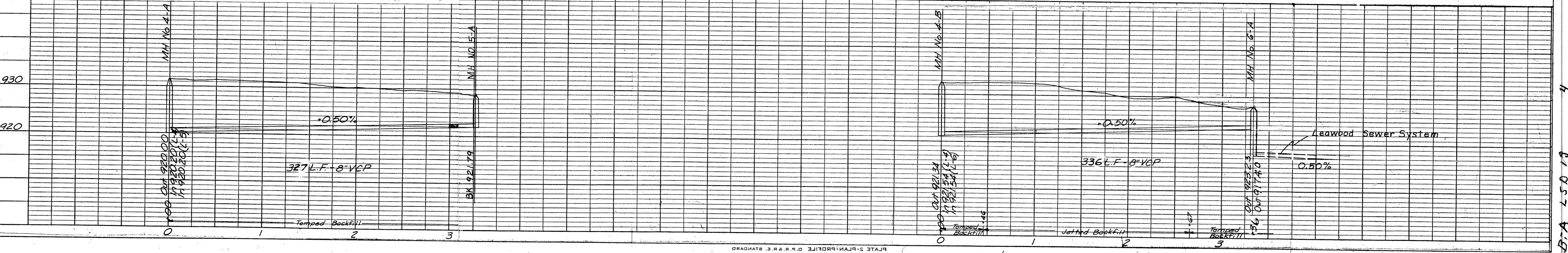
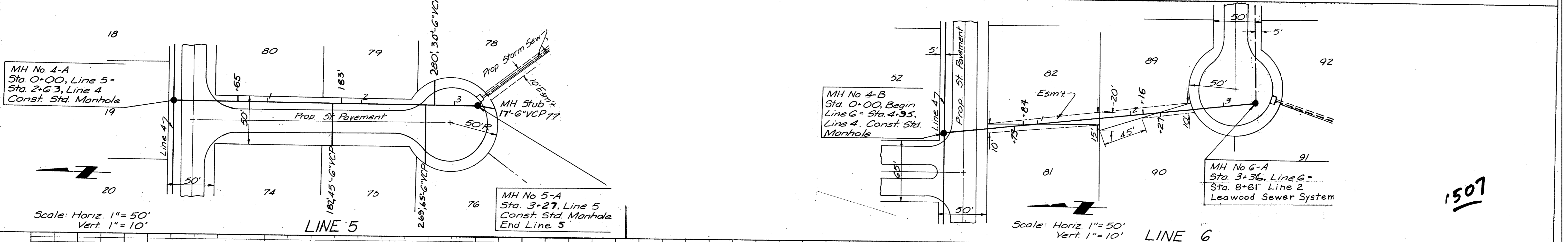
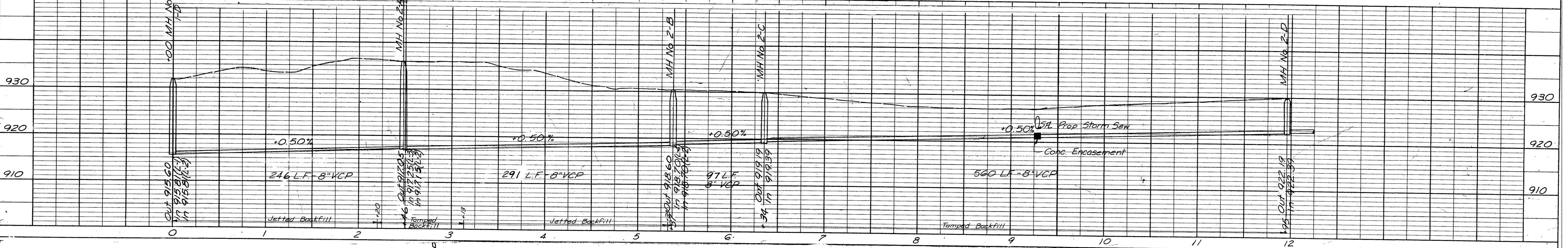
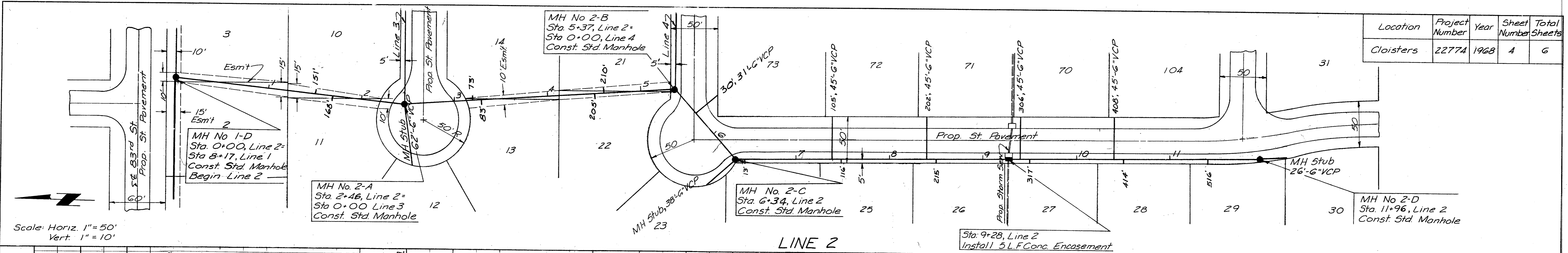
SCALE  
Plan 1"=100'  
H 1"=100'  
V 1"=10'

B.M. IRON PIN at E. MISSION ROAD AND SOUTH LINE of SUBDIVISION  
Elev. 100.00

CORINTH MEADOWS  
JOHNSON COUNTY, KANSAS  
SIEMENS & BASCOM BLDG. CO.  
SANITARY SEWERS  
PLAN & PROFILE  
SHEET 2 OF 3  
JAMES L. BELL & COMPANY  
RALPH W. SPEARS - ENGINEER  
JOB NO 30703-E

LWC1 #C.M. CORINTH MEADOWS SH 02 OF 03

Location	Project Number	Year	Sheet Number	Total Sheets
Cloisters	22774	1968	4	6



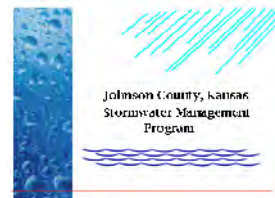
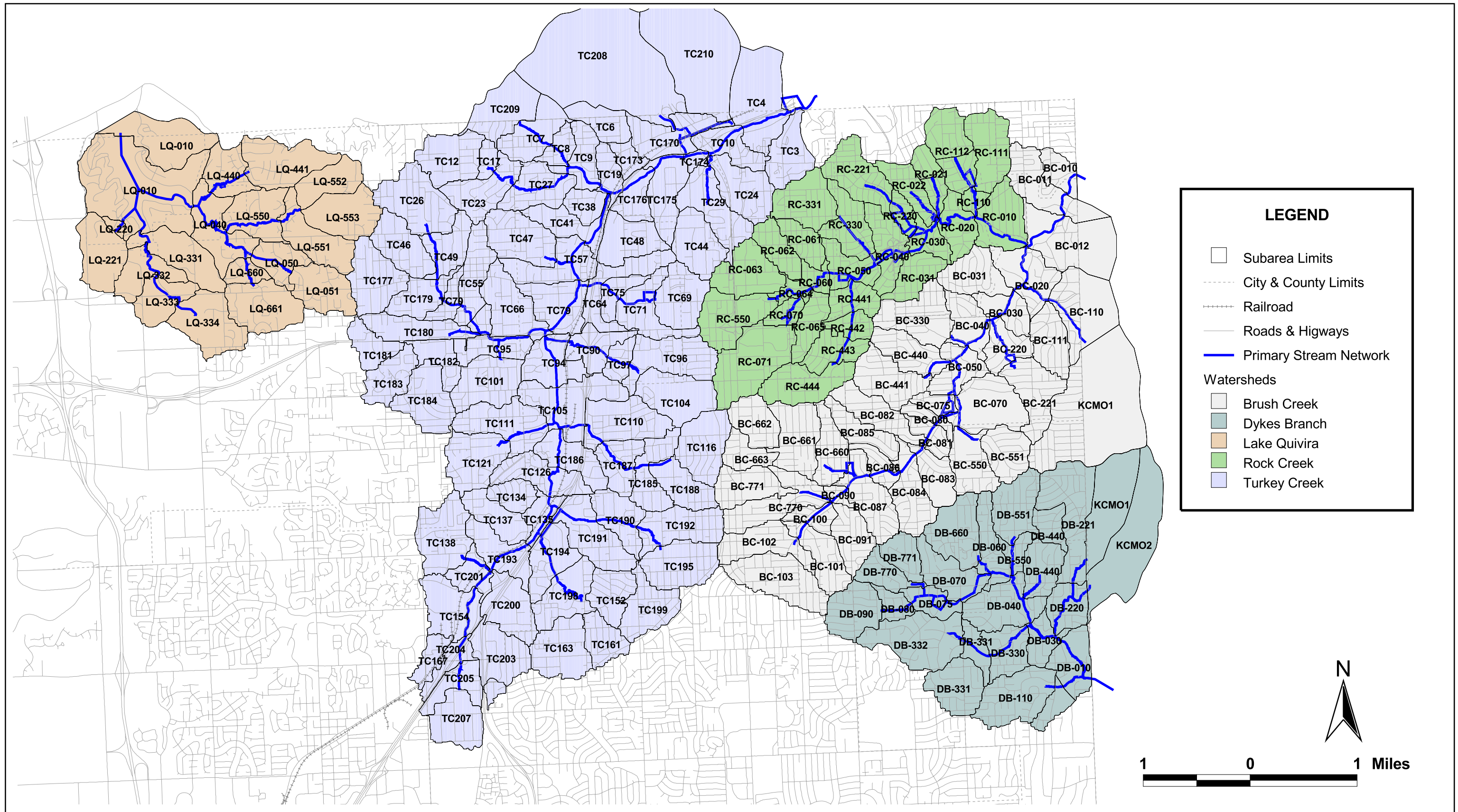
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 SURVEYED  
 PLOTTED  
 NOTE BOOK  
 NO.

PROFILE  
 SURVEYED  
 GRADES CHECKED  
 NOTE BOOK  
 NO.

1507

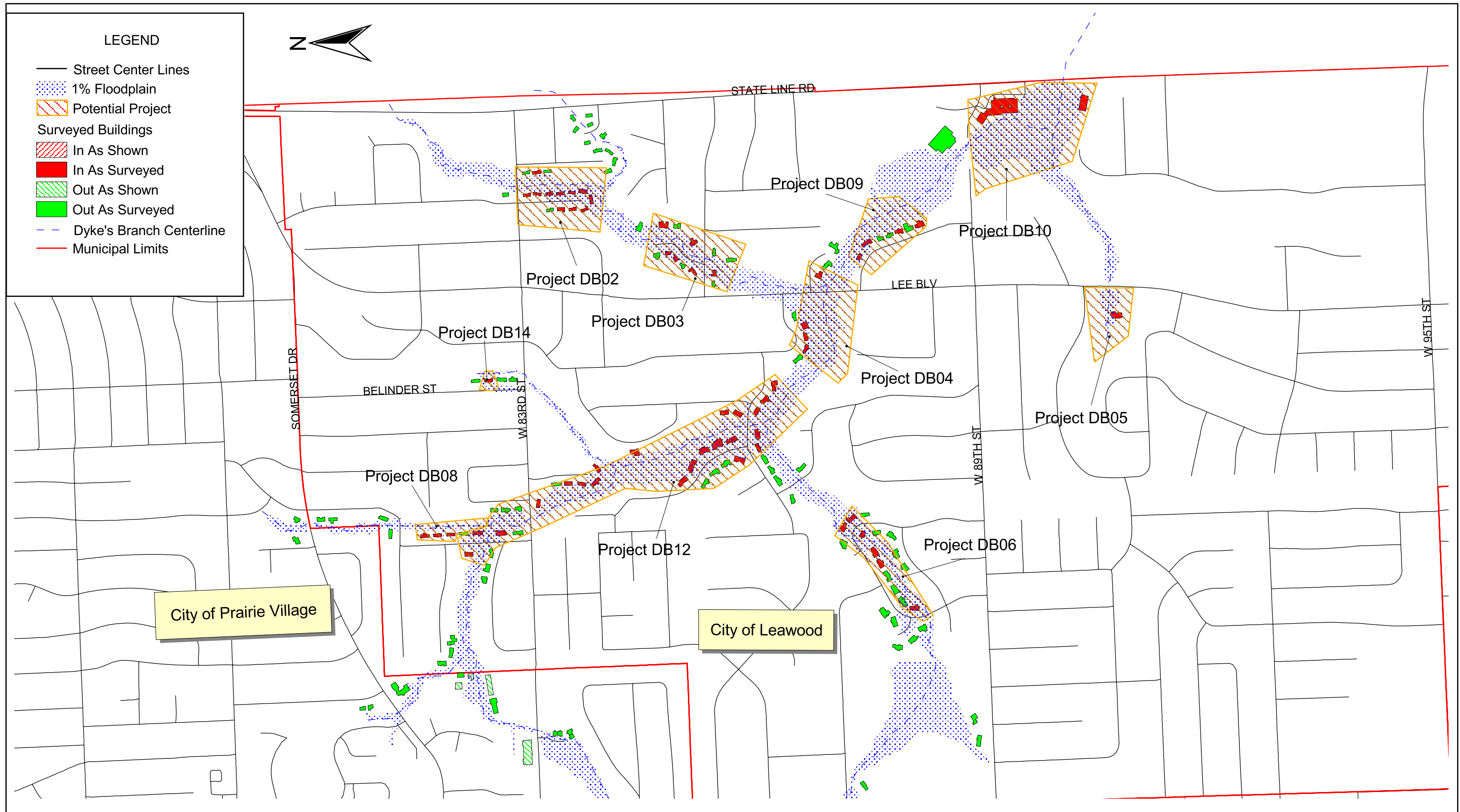
# Appendix D

Northeast Johnson County Watershed Study Information



Northeast Johnson County  
Watershed Study

Figure 6-1  
Subarea Map



**Northeast Johnson County  
Watershed Study**

**Figure 9-19  
City of Leawood  
Improvement Project Locations**

**NOTES TO USERS**

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

The **projection** used in the preparation of this map was Kansas State Plane North Zone (FIPS zone 1501). The **horizontal datum** was NAD 83, GRS 80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

Spatial Reference System Division  
National Geodetic Survey, NOAA  
Silver Spring Metro Center  
1315 East-West Highway  
Silver Spring, Maryland 20910  
(301) 713-3191

To obtain current elevation, description, and/or location information about the **bench marks** shown on this map, please contact the Automated Information Mapping System (AIMS) at (913) 715-1600, or visit their website at <http://aims.occgov.org/>.

**Base map** information shown on this FIRM was provided for Johnson County by Analytical Surveys, Inc. The vector data was derived from Aerial Photography, dated 1999-2000 and captured at a resolution of .5 feet.

This map reflects more detailed up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

**Corporate limits** shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and their website at <http://www.msc.fema.gov/>.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov/>.

**LEGEND**

- SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD**  
The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.
- ZONE A**  
No Base Flood Elevations determined.
- ZONE AE**  
Base Flood Elevations determined.
- ZONE AH**  
Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO**  
Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR**  
Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99**  
Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V**  
Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE**  
Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.
- FLOODWAY AREAS IN ZONE AE**  
The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.
- OTHER FLOOD AREAS**
- ZONE X**  
Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
- ZONE X (Future Base Flood)**  
Areas of 1% annual chance flood based on future conditions hydrology. No Base Flood Elevations determined.
- OTHER AREAS**
- ZONE X**  
Areas determined to be outside the 0.2% annual chance floodplain.
- ZONE D**  
Areas in which flood hazards are undetermined, but possible.
- COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**
- OTHERWISE PROTECTED AREAS (OPAs)**  
CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.
- Floodplain Boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- Base Flood Elevation line and value; elevation in feet\*  
(EL 987)
- Base Flood Elevation value where uniform within zone; elevation in feet\*
- \*Referenced to the North American Vertical Datum of 1988
- Cross section line
- Transsect line
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
- 5000-foot grid ticks: Kansas State Plane coordinate system, north zone (FIPS Zone 1501), Transverse Mercator
- 1000-meter Universal Transverse Mercator grid values, zone 15
- Bench mark (see explanation in Notes to Users section of this FIRM panel)
- \*M1.5  
River Mile

MAP REPOSITORY  
REFER TO LISTING OF MAP REPOSITORIES ON MAP INDEX

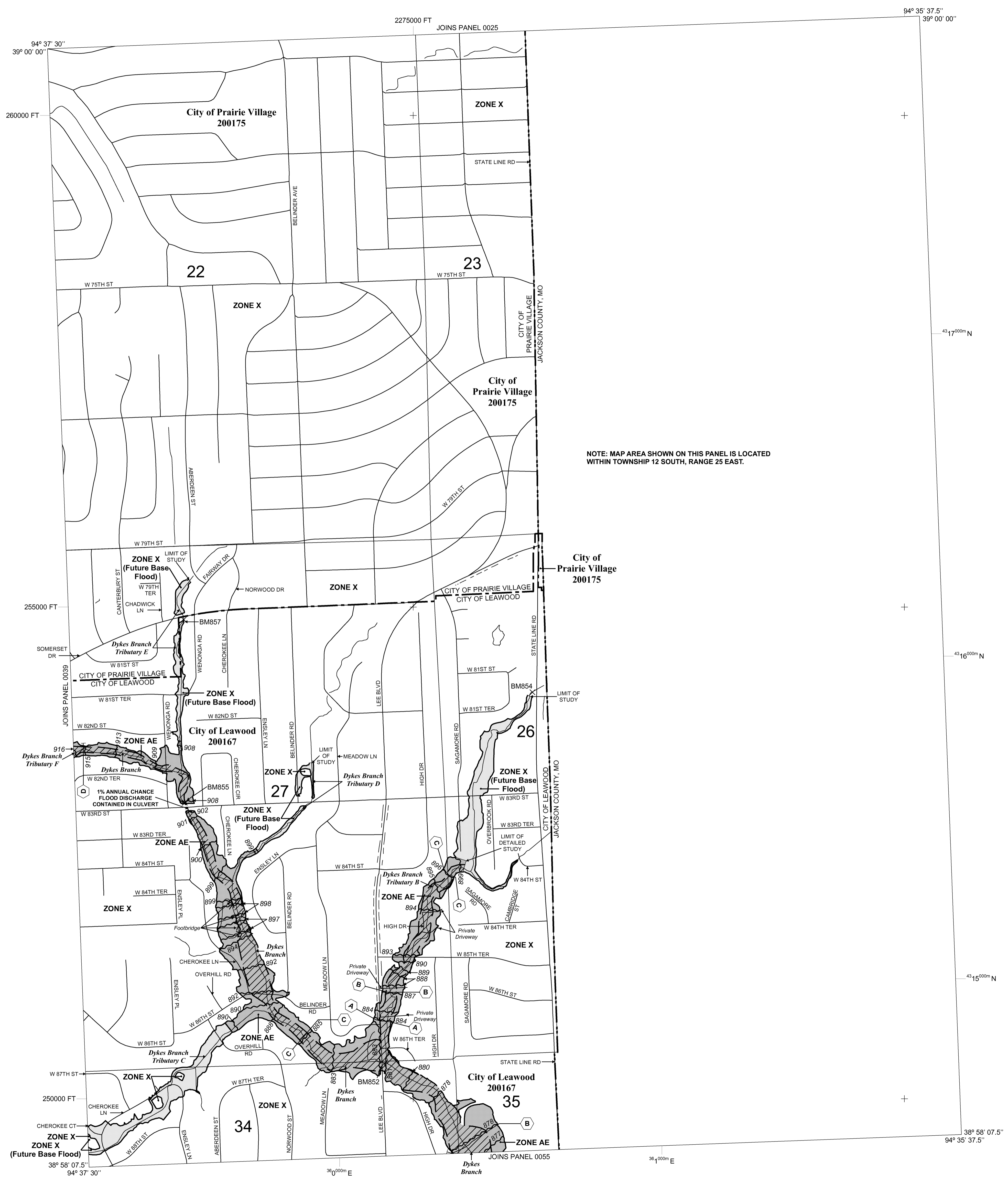
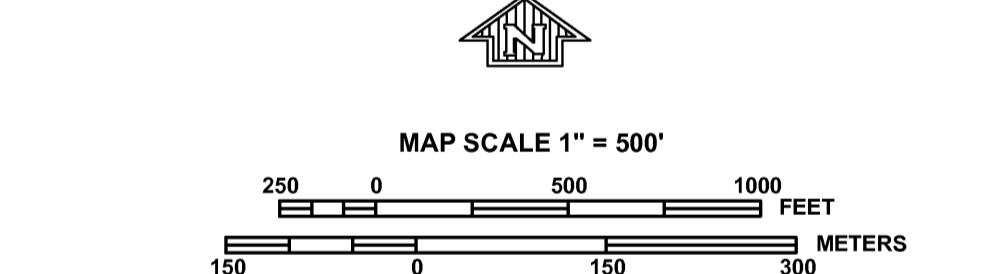
EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP  
SEPTEMBER 27, 1991

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL  
OCTOBER 18, 1995  
JULY 17, 1997  
JUNE 17, 2002

August 3, 2009 - to change the Base Flood Elevations, Special Flood Hazard Areas, floodway and zone designations; to add Base Flood Elevations, Special Flood Hazard Areas, floodway, roads and road names; to reflect updated topographic information; to incorporate previously issued Letters of Map Revision and to update corporate limits.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.



NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 12 SOUTH, RANGE 25 EAST.

**PANEL 0040G**

**FIRM**  
**FLOOD INSURANCE RATE MAP**

**JOHNSON COUNTY, KANSAS AND INCORPORATED AREAS**

**PANEL 40 OF 161**

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

**CONTAINS:**

COMMUNITY	NUMBER	PANEL	SUFFIX
LEAWOOD, CITY OF	200167	0040	G
PRAIRIE VILLAGE, CITY OF	200175	0040	G

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

**MAP NUMBER**  
**20091C0040G**

**MAP REVISED**  
**AUGUST 3, 2009**

Federal Emergency Management Agency

# Appendix E

Original Flood Rating Submittal





# THE CITY OF PRAIRIE VILLAGE

## STAR OF KANSAS

November 30, 2016

Mr. Kent Lage, PE, Director  
UrbanServices Division  
Johnson County Public Works  
1800 W 56 Highway  
Olathe, KS 66061

RE: 84th and Reinhardt  
Prairie Village, Kansas

Dear Mr. Lage,

The City of Prairie Village is requesting to enter into an interlocal agreement to perform a Preliminary Engineering Study (PES).

The City of Prairie Village would like to prepare a PES to evaluate local flooding issues occurring in the Tomahawk Creek Watershed in the vicinity of 84th and Reinhardt. A Flood Rating Table, Location Map, and Drainage Area Map are included with this letter. The overall drainage area and flood issues associated with this project crosses into the City of Leawood and this will be a joint project. The Cities of Leawood and Prairie Village have coordinated on this effort to date with questionnaires being sent to residents in both municipalities. A copy of this letter is attached for reference.

The storm sewer system was modeled from the upstream inlets to Reinhardt Lane using XP-Storm software. Street flooding was verified in 2 locations with depths greater than 7 inches using our H&H model. The locations were at the intersection of 84th Street and Reinhardt Street and near the cul-de-sac at 84th Terrace and Reinhardt Street. Two of the homes were modeled as flooding in the 10 percent event. Additional homes responded by questionnaire noted flooding, these were outside of the modeling limits.

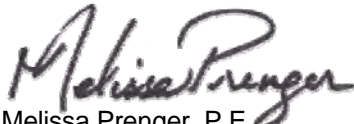
Flooding occurs due to flow restrictions of undersized storm sewer and lack of inlets.

This PES will evaluate flooding concerns at the four known properties and analyze the adjacent storm sewer system evaluating the capacity of the existing system to determine the limits of replacement required to alleviate the street flooding and the structural flooding.

Based on known flooding concerns, the total project points according to the Flood Problem Rating Table is 130.0.

Please feel free to contact me at 913-385-4655 with questions or if you require any additional information. If you determine that the project qualifies for SMP funding, please send the SMP project number, which will be included in the PES. The City anticipates having our consultant prepare and complete the PES by the required deadline for 2018 funding.

Sincerely,



Melissa Prenger, P.E.  
mprenger@pvkansas.com  
Senior Project Manager

attachments: Flood Rating Table, Project Location Map, Drainage Area Map, Project Questionnaire

CC: Keith Bredehoeft, DPW, Prairie Village  
David Ley, City Engineer, Leawood

Joe Johnson, DPW, Leawood

*Public Works working for you...*

*Providing the right service, at the right time, at the right cost.*

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3535 SOMERSET DRIVE \* PRAIRIE VILLAGE, KANSAS 66208 \* [www.pvkansas.com](http://www.pvkansas.com) \* [publicworks@pvkansas.com](mailto:publicworks@pvkansas.com)  
PUBLIC WORKS: 913/381-6464 \* FAX: 913/642-0117 \* SERVICE REQUEST LINE: 913/385-4647

Johnson County Stormwater Management Plan  
Flood Problem Rating Table 1999

City: Prairie Village Basin & Watershed: Dyke's Branch  
 Location: 84th Terrace and Reinhardt Lane  
 Description of problem: Flooding of habitable buildings and street flooding

**Flood Problem Rating**

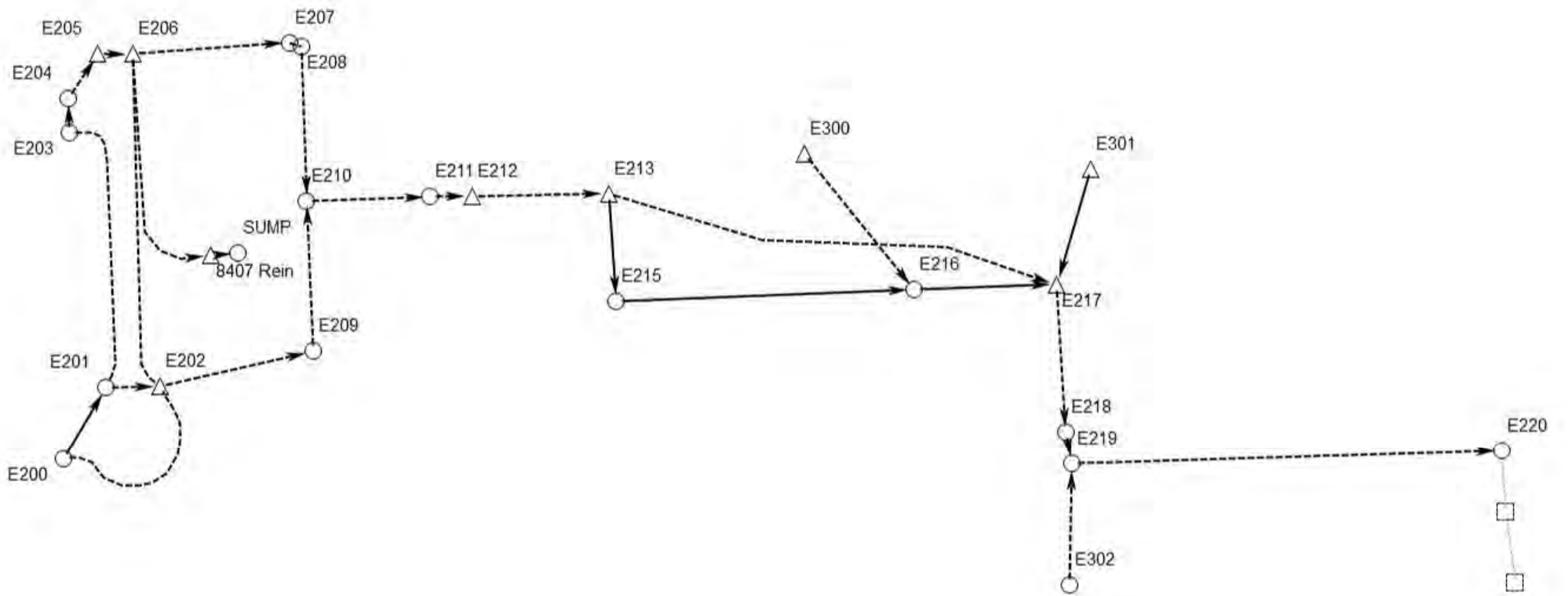
Factor #	Factor Description	Eliminates Factor	Rating Points	Frequency Multiplier	Severity Multiplier	Total Points
1	Loss of Life		40			
2	Flooding of habitable building	3	40	2	1	80
3	Flooding of garages and outbuildings	2	20			
4	Flooding arterial street or more than 7 inches	5,6,7	30			
5	Flooding collector street or more than 7 inches	4,6,7	25			
6	Flooding residential street of more than 7 inches	4,5,7	20	1	1.5	30
7	Widespread or long-term ponding in streets	4,5,6	20			
8	Erosion threatens habitable buildings, utilities, streets, bridges	9	30			
9	Erosion significant in unmaintained areas	8	10			
10	Erosion causes imminent drainage structure collapse	11,12	30			
11	Erosion causes marginal drainage structural collapse	10,12	15			
12	Erosion causes failure of drainage structure	10,11	10			
13	Other cities receiving benefits		20	1		20
14	Other cities contributing to flooding problem		10			
Project Total Points						130.0

Applies To	Frequency Multiplier	Multiplier Value
2-7	One time in ten years or by 6 to 10- to 100-year design storm	1
2-7	Two time in ten years or by 5- to 10-year design storm	2
2-7	Three or more times in ten years or less than under 5-year design storm	3
13,14	1 city receiving benefit	1
13,14	2 cities receiving benefit	2
13,14	3 or more cities receiving benefit	3

Applies to #	Severity Description	Multiplier Value
1	Number of known deaths *=1 for each death	*
2,3	1-5 buildings flooded historically or by 100-year design storm	1
2,3	6-9 buildings flooded historically or by 100-year design storm	2
2,3	10 or more buildings flooded historically or by 100-year design storm	3
4, 5, 6	Restricts emergency vehicles	1.5
8	Nuisance erosion creates maintenance problems	1
8	Moderate erosion, failure of structure or facility within next 5 years possible	2
8	Severe erosion, failure of structure or facility imminent	3
10-12	Collapse causes flooding of land by 100-year design storm	1
10-12	Collapse causes flooding of garages/outbuildings by 100-year design storm	1.5
10-12	Collapse causes 1-3 habitable buildings to be flooded	2
10-12	Collapse Causes 4-6 habitable building to floodec	3
10-12	Collapse Causes more than 6 habitable buildings to be flooded	4

# Appendix F

## Modeling Calculations



# Affinis Node

Name	Subcatchm	Area	Curve Number	Time of Conce	Max Flow
8407 Rein		0.000	0.0	0.0	0.0
E200	1	2.290	82.0	10.8	10.2
E201	1	5.571	82.0	20.2	19.9
E202	1	0.999	82.0	11.5	4.4
E203	1	1.935	82.0	11.5	8.5
E204	1	1.313	82.0	10.0	6.0
E205	1	3.574	82.0	15.4	14.4
E206	1	1.515	82.0	13.1	6.4
E207	1	1.460	82.0	11.9	6.4
E208		0.000	0.0	0.0	0.0
E209	1	0.300	82.0	10.3	1.4
E210	1	0.905	82.0	5.0	4.7
E211	1	2.177	86.0	10.0	10.9
E212	1	1.241	86.0	7.0	6.7
E213	1	1.449	86.0	7.0	7.9
E215		0.000	0.0	0.0	0.0
E216		0.000	0.0	0.0	0.0
E217	1	2.218	86.0	10.0	11.2
E218	1	1.076	86.0	7.0	5.8
E219	1	1.000	86.0	5.0	5.8
E220		0.000	0.0	0.0	0.0
E221		0.000	0.0	0.0	0.0
E222		0.000	0.0	0.0	0.0
E300	1	2.315	86.0	10.0	11.6
E301	1	2.221	86.0	7.0	12.1
E302	1	33.000	86.0	20.0	131.3
SUMP		0.000	0.0	0.0	0.0

# Affinis Node

Name	Subcatchm	Area	Curve Number	Time of Conce	Max Flow
8407 Rein		0.000	0.0	0.0	0.0
E200	1	2.290	82.0	10.8	16.8
E201	1	5.571	82.0	20.2	32.9
E202	1	0.999	82.0	11.5	7.2
E203	1	1.935	82.0	11.5	14.0
E204	1	1.313	82.0	10.0	9.8
E205	1	3.574	82.0	15.4	23.7
E206	1	1.515	82.0	13.1	10.6
E207	1	1.460	82.0	11.9	10.5
E208		0.000	0.0	0.0	0.0
E209	1	0.300	82.0	10.3	2.2
E210	1	0.905	82.0	5.0	7.8
E211	1	2.177	86.0	10.0	17.3
E212	1	1.241	86.0	7.0	10.7
E213	1	1.449	86.0	7.0	12.5
E215		0.000	0.0	0.0	0.0
E216		0.000	0.0	0.0	0.0
E217	1	2.218	86.0	10.0	17.6
E218	1	1.076	86.0	7.0	9.3
E219	1	1.000	86.0	5.0	9.2
E220		0.000	0.0	0.0	0.0
E221		0.000	0.0	0.0	0.0
E222		0.000	0.0	0.0	0.0
E300	1	2.315	86.0	10.0	18.4
E301	1	2.221	86.0	7.0	19.1
E302	1	33.000	86.0	20.0	208.4
SUMP		0.000	0.0	0.0	0.0

## Affinis Link

Name	Upstream Nod	Shape	Diameter (Hei)	Length	Upstream Inve	Downstream I	Conduit Slope	Max Flow	Max Flow/Desi	Max Velocity	Maximum Water Elevation (US)	Maximum Water Elevation (DS)
Link19	8407 Rein	Circular	6.0	10.000	927.69	927.59	1.00	0.0	0.00	0.000	-9e+099	-9e+099
E200-E201	E200	Circular	24.0	76.289	926.80	926.40	0.50	10.2	0.63	5.430	927.967	927.698
O-200202.1	E200	Natural	0.0	175.000	931.40	930.30	0.63	17.4	0.06	0.830	931.929	931.787
201-202	E201	Circular	36.0	50.204	926.10	925.80	0.50	30.7	1.34	9.270	931.871	931.787
O-201202	E201	Trapezoidal	2.4	10.000	931.00	930.00	0.00	133.8	8.00	4.550	931.871	931.787
E202-E209.	E202	Circular	36.0	143.168	925.50	924.80	0.50	35.5	1.60	11.240	931.787	930.319
O-202209	E202	Natural	0.0	85.000	931.40	930.25	1.35	15.6	0.16	3.130	931.787	930.624
E203-E204	E203	Circular	18.0	32.025	928.00	927.80	0.50	8.5	0.95	5.110	929.346	929.199
O203-201	E203	Natural	0.0	233.000	931.80	930.70	0.47	-0.0	0.00	0.010	931.885	931.871
E204-E205.	E204	Circular	24.0	49.483	927.50	927.30	0.50	14.2	0.65	5.780	931.741	931.644
O-E204E205	E204	Natural	0.0	60.000	931.60	930.40	2.00	0.4	0.01	0.030	931.741	931.644
E205-E206.	E205	Circular	30.0	32.163	927.20	927.00	0.50	19.6	0.87	6.530	931.644	931.651
O-205206	E205	Natural	2.4	25.000	931.10	930.50	2.40	30.7	5.29	1.050	-9e+099	-9e+099
E206-E207.	E206	Circular	36.0	143.738	925.50	924.80	0.50	28.0	1.58	8.390	931.651	929.941
O-206207	E206	Trapezoidal	2.4	33.000	932.00	930.20	0.00	0.0	0.00	0.000	-9e+099	-9e+099
O-206202.1	E206	Natural	0.0	10.000	931.40	930.30	0.00	-5.8	0.18	-0.470	931.775	931.787
O-206Weir	E206	Natural	0.0	150.000	931.40	929.90	1.00	0.7	0.07	1.250	931.651	930.092
YardWeir	E206							2.3	0.00	0.000	-9e+099	-9e+099
E207-E208.	E207	Circular	36.0	10.656	924.30	924.20	0.50	33.8	0.85	10.130	929.941	929.774
O-207208	E207	Trapezoidal	2.4	33.000	930.20	929.50	0.00	0.0	0.00	0.000	929.941	929.774
207-208	E208	Circular	36.0	141.246	924.20	923.50	0.50	25.9	1.55	8.210	929.774	929.138
O-208210	E208	Trapezoidal	2.4	141.246	929.50	929.30	0.14	15.1	2.48	4.160	929.774	929.570
209-210	E209	Circular	36.0	138.336	924.30	923.50	0.50	44.2	2.18	9.090	930.319	929.138
O-209210	E209	Trapezoidal	2.4	138.336	930.25	929.26	0.72	0.8	0.20	1.090	930.319	929.314
E210-E211_P	E210	Circular	42.0	116.103	923.00	922.40	0.50	0.0	0.00	0.000	0.000	0.000
E210-E211_O	E210	Trapezoidal	6.0	33.000	929.50	927.78	0.00	0.0	0.00	0.000	0.000	0.000
E211-E212_P	E211	Circular	42.0	37.230	922.10	921.90	0.50	0.0	0.00	0.000	0.000	0.000
E211-E212_O	E211	Trapezoidal	6.0	37.230	927.80	927.70	0.27	0.0	0.00	0.000	0.000	0.000
Outlet.1.4	E211							73.9	0.94	12.510	925.856	923.421
E212-E213_P	E212	Circular	42.0	125.400	921.60	921.00	0.48	0.0	0.00	0.000	0.000	0.000
E212-E213_O	E212	Trapezoidal	6.0	125.400	929.90	926.78	2.49	0.0	0.00	0.000	0.000	0.000
Outlet.1.5	E212							73.9	0.94	12.510	925.856	923.421
E213-E215	E213	Circular	42.0	102.660	920.50	920.00	0.50	99.9	1.53	10.600	924.170	923.098
E213-E217_O.1	E213	Trapezoidal	12.0	350.000	927.80	922.27	0.00	0.0	0.00	0.000	0.000	0.000
E215-E216	E215	Circular	42.0	274.170	919.50	917.50	0.73	99.8	1.16	10.680	923.098	920.564
E216-E217	E216	Circular	48.0	130.890	916.93	915.67	0.96	110.6	0.79	12.130	919.732	918.743
E217-E218_P	E217	Circular	48.0	34.320	915.67	915.37	0.87	0.0	0.00	0.000	0.000	0.000
E217-E218_O	E217	Trapezoidal	6.0	34.320	923.30	921.87	4.17	0.0	0.00	0.000	0.000	0.000
Outlet.1.2	E217							73.9	0.94	12.510	925.856	923.421
E218-E219_P	E218	Circular	48.0	34.320	915.37	914.27	3.21	0.0	0.00	0.000	0.000	0.000
E218-E219_O	E218	Trapezoidal	6.0	33.000	921.87	921.77	0.00	0.0	0.00	0.000	0.000	0.000
Outlet.1	E218							73.9	0.94	12.510	925.856	923.421
E219-E220_P	E219	Circular	48.0	401.950	914.27	909.44	1.20	0.0	0.00	0.000	0.000	0.000
E219-E220_O	E219	Trapezoidal	36.0	300.000	921.77	916.00	1.92	0.0	0.00	0.000	0.000	0.000
Outlet.1.1	E219							73.9	0.94	12.510	925.856	923.421
E220-E221	E220	Circular	48.0	60.900	909.44	905.82	5.94	0.0	0.00	0.000	0.000	0.000
E221-E222	E221	Circular	54.0	64.020	905.82	902.64	4.97	0.0	0.00	0.000	0.000	0.000
E300-E216_P	E300	Circular	24.0	160.410	923.77	917.00	4.22	0.0	0.00	0.000	0.000	0.000
E300-E216_O	E300	Trapezoidal	6.0	160.000	928.00	924.43	2.23	0.0	0.00	0.000	0.000	0.000
E301-E217	E301	Circular	15.6	110.290	925.31	915.67	8.74	12.0	0.63	13.260	926.030	918.743
E302-E219_P	E302	Circular	42.0	111.050	917.53	914.27	2.94	0.0	0.00	0.000	0.000	0.000
E302-E219_O	E302	Trapezoidal	36.0	100.000	924.73	921.77	2.96	0.0	0.00	0.000	0.000	0.000

## Affinis Link

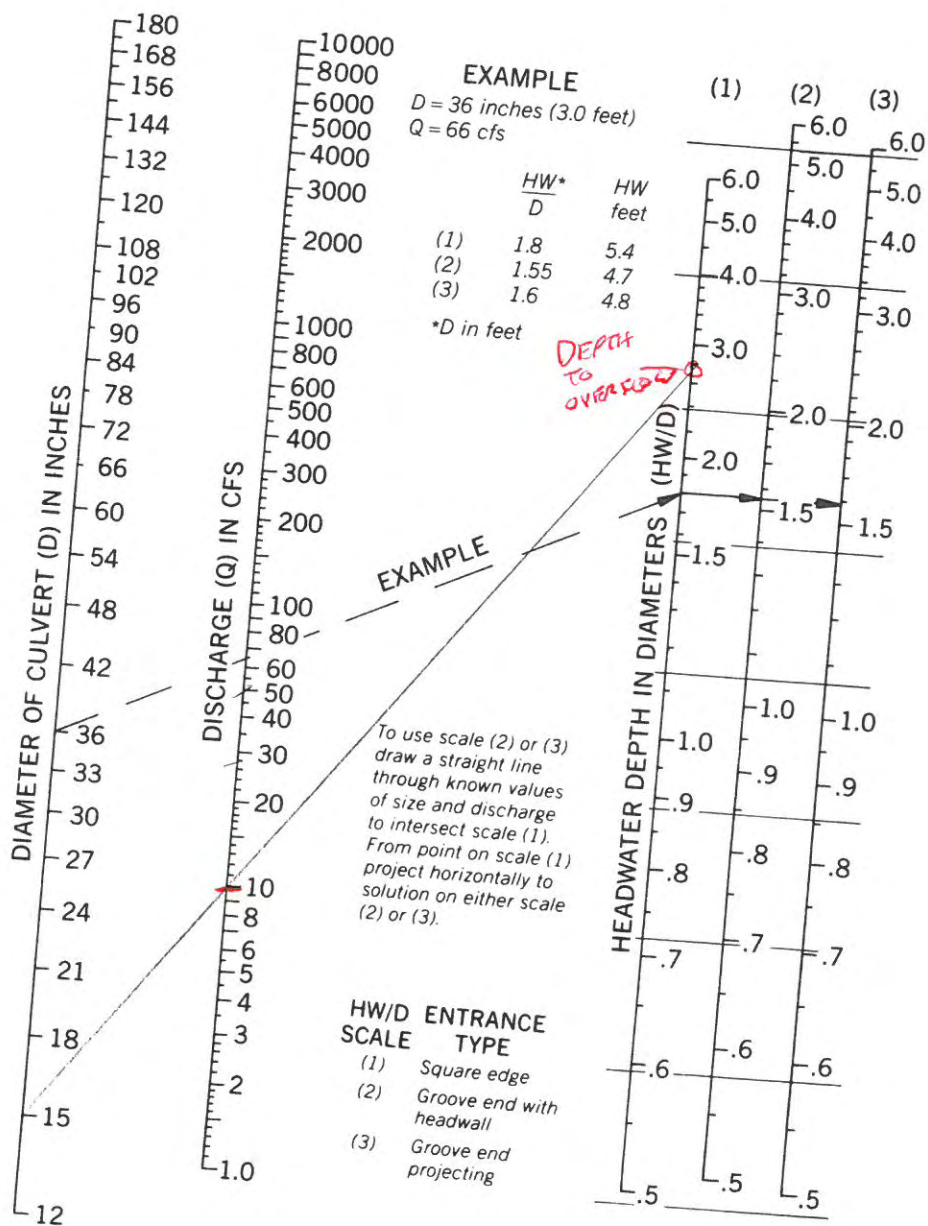
Name	Upstream Nod	Shape	Diameter (Hei)	Length	Upstream Inve	Downstream I	Conduit Slope	Max Flow	Max Flow/Desi	Max Velocity	Maximum Water Elevation (US)	Maximum Water Elevation (DS)
Link19	8407 Rein	Circular	6.0	10.000	927.69	927.59	1.00	0.0	0.00	0.000	-9e+099	-9e+099
E200-E201	E200	Circular	24.0	76.289	926.80	926.40	0.50	16.8	1.03	5.800	930.159	929.948
O-200202.1	E200	Natural	0.0	175.000	931.40	930.30	0.63	17.4	0.06	0.830	931.929	931.787
201-202	E201	Circular	36.0	50.204	926.10	925.80	0.50	30.7	1.34	9.270	931.871	931.787
O-201202	E201	Trapezoidal	2.4	10.000	931.00	930.00	0.00	133.8	8.00	4.550	931.871	931.787
E202-E209.	E202	Circular	36.0	143.168	925.50	924.80	0.50	35.5	1.60	11.240	931.787	930.319
O-202209	E202	Natural	0.0	85.000	931.40	930.25	1.35	15.6	0.16	3.130	931.787	930.624
E203-E204	E203	Circular	18.0	32.025	928.00	927.80	0.50	13.9	1.55	7.820	931.853	931.423
O203-201	E203	Natural	0.0	233.000	931.80	930.70	0.47	-0.0	0.00	0.010	931.885	931.871
E204-E205.	E204	Circular	24.0	49.483	927.50	927.30	0.50	14.2	0.65	5.780	931.741	931.644
O-E204E205	E204	Natural	0.0	60.000	931.60	930.40	2.00	0.4	0.01	0.030	931.741	931.644
E205-E206.	E205	Circular	30.0	32.163	927.20	927.00	0.50	19.6	0.87	6.530	931.644	931.651
O-205206	E205	Natural	2.4	25.000	931.10	930.50	2.40	30.7	5.29	1.050	-9e+099	-9e+099
E206-E207.	E206	Circular	36.0	143.738	925.50	924.80	0.50	28.0	1.58	8.390	931.651	929.941
O-206202.1	E206	Natural	0.0	10.000	931.40	930.30	0.00	-5.8	0.18	-0.470	931.775	931.787
O-206207	E206	Trapezoidal	2.4	33.000	932.00	930.20	0.00	0.0	0.00	0.000	-9e+099	-9e+099
O-206Weir	E206	Natural	0.0	150.000	931.40	929.90	1.00	0.7	0.07	1.250	931.651	930.092
YardWeir	E206							2.3	0.00	0.000	-9e+099	-9e+099
E207-E208.	E207	Circular	36.0	10.656	924.30	924.20	0.50	33.8	0.85	10.130	929.941	929.774
O-207208	E207	Trapezoidal	2.4	33.000	930.20	929.50	0.00	0.0	0.00	0.000	929.941	929.774
207-208	E208	Circular	36.0	141.246	924.20	923.50	0.50	25.9	1.55	8.210	929.774	929.138
O-208210	E208	Trapezoidal	2.4	141.246	929.50	929.30	0.14	15.1	2.48	4.160	929.774	929.570
209-210	E209	Circular	36.0	138.336	924.30	923.50	0.50	44.2	2.18	9.090	930.319	929.138
O-209210	E209	Trapezoidal	2.4	138.336	930.25	929.26	0.72	0.8	0.20	1.090	930.319	929.314
E210-E211_O	E210	Trapezoidal	6.0	33.000	929.50	927.78	0.00	0.0	0.00	0.000	0.000	0.000
E210-E211_P	E210	Circular	42.0	116.103	923.00	922.40	0.50	0.0	0.00	0.000	0.000	0.000
E211-E212_O	E211	Trapezoidal	6.0	37.230	927.80	927.70	0.27	0.0	0.00	0.000	0.000	0.000
E211-E212_P	E211	Circular	42.0	37.230	922.10	921.90	0.50	0.0	0.00	0.000	0.000	0.000
Outlet.1.4	E211							73.9	0.94	12.510	925.856	923.421
E212-E213_O	E212	Trapezoidal	6.0	125.400	929.90	926.78	2.49	0.0	0.00	0.000	0.000	0.000
E212-E213_P	E212	Circular	42.0	125.400	921.60	921.00	0.48	0.0	0.00	0.000	0.000	0.000
Outlet.1.5	E212							73.9	0.94	12.510	925.856	923.421
E213-E215	E213	Circular	42.0	102.660	920.50	920.00	0.50	123.0	1.89	12.740	926.885	925.677
E213-E217_O.1	E213	Trapezoidal	12.0	350.000	927.80	922.27	0.00	0.0	0.00	0.000	0.000	0.000
E215-E216	E215	Circular	42.0	274.170	919.50	917.50	0.73	123.3	1.44	12.970	925.677	923.118
E216-E217	E216	Circular	48.0	130.890	916.93	915.67	0.96	128.5	0.91	12.610	923.118	922.381
E217-E218_O	E217	Trapezoidal	6.0	34.320	923.30	921.87	4.17	0.0	0.00	0.000	0.000	0.000
E217-E218_P	E217	Circular	48.0	34.320	915.67	915.37	0.87	0.0	0.00	0.000	0.000	0.000
Outlet.1.2	E217							73.9	0.94	12.510	925.856	923.421
E218-E219_O	E218	Trapezoidal	6.0	33.000	921.87	921.77	0.00	0.0	0.00	0.000	0.000	0.000
E218-E219_P	E218	Circular	48.0	34.320	915.37	914.27	3.21	0.0	0.00	0.000	0.000	0.000
Outlet.1	E218							73.9	0.94	12.510	925.856	923.421
E219-E220_O	E219	Trapezoidal	36.0	300.000	921.77	916.00	1.92	0.0	0.00	0.000	0.000	0.000
E219-E220_P	E219	Circular	48.0	401.950	914.27	909.44	1.20	0.0	0.00	0.000	0.000	0.000
Outlet.1.1	E219							73.9	0.94	12.510	925.856	923.421
E220-E221	E220	Circular	48.0	60.900	909.44	905.82	5.94	0.0	0.00	0.000	0.000	0.000
E221-E222	E221	Circular	54.0	64.020	905.82	902.64	4.97	0.0	0.00	0.000	0.000	0.000
E300-E216_O	E300	Trapezoidal	6.0	160.000	928.00	924.43	2.23	0.0	0.00	0.000	0.000	0.000
E300-E216_P	E300	Circular	24.0	160.410	923.77	917.00	4.22	0.0	0.00	0.000	0.000	0.000
E301-E217	E301	Circular	15.6	110.290	925.31	915.67	8.74	16.4	0.86	14.690	927.019	922.381
E302-E219_O	E302	Trapezoidal	36.0	100.000	924.73	921.77	2.96	0.0	0.00	0.000	0.000	0.000
E302-E219_P	E302	Circular	42.0	111.050	917.53	914.27	2.94	0.0	0.00	0.000	0.000	0.000



WENHONG CHU DE-SAR  
GATE INLET

Figure 33

HEADWATER DEPTH FOR CIRCULAR CONCRETE PIPE CULVERTS WITH INLET CONTROL



BUREAU OF PUBLIC ROADS JAN. 1963

HEADWATER SCALES 2&3  
 REVISED MAY 1964

# Channel Report

## 84th Place Overflow

### Trapezoidal

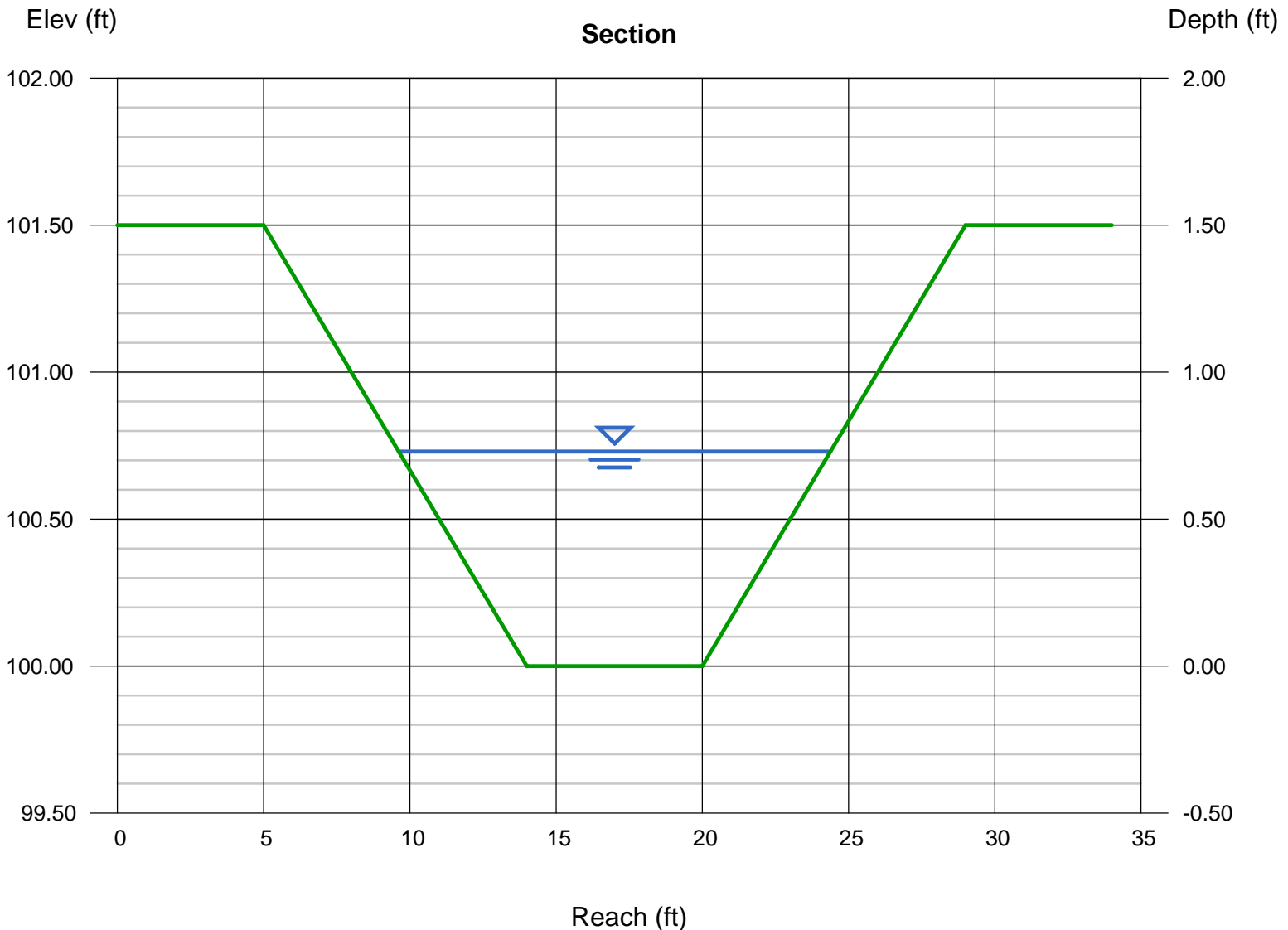
Bottom Width (ft) = 6.00  
Side Slopes (z:1) = 6.00, 6.00  
Total Depth (ft) = 1.50  
Invert Elev (ft) = 100.00  
Slope (%) = 1.00  
N-Value = 0.035

### Highlighted

Depth (ft) = 0.73  
Q (cfs) = 20.00  
Area (sqft) = 7.58  
Velocity (ft/s) = 2.64  
Wetted Perim (ft) = 14.88  
Crit Depth, Yc (ft) = 0.58  
Top Width (ft) = 14.76  
EGL (ft) = 0.84

### Calculations

Compute by: Known Q  
Known Q (cfs) = 20.00



# Channel Report

## Wenonga Bypass 100yr @ 8.3cfs

### User-defined

Invert Elev (ft) = 928.33  
Slope (%) = 3.50  
N-Value = 0.033

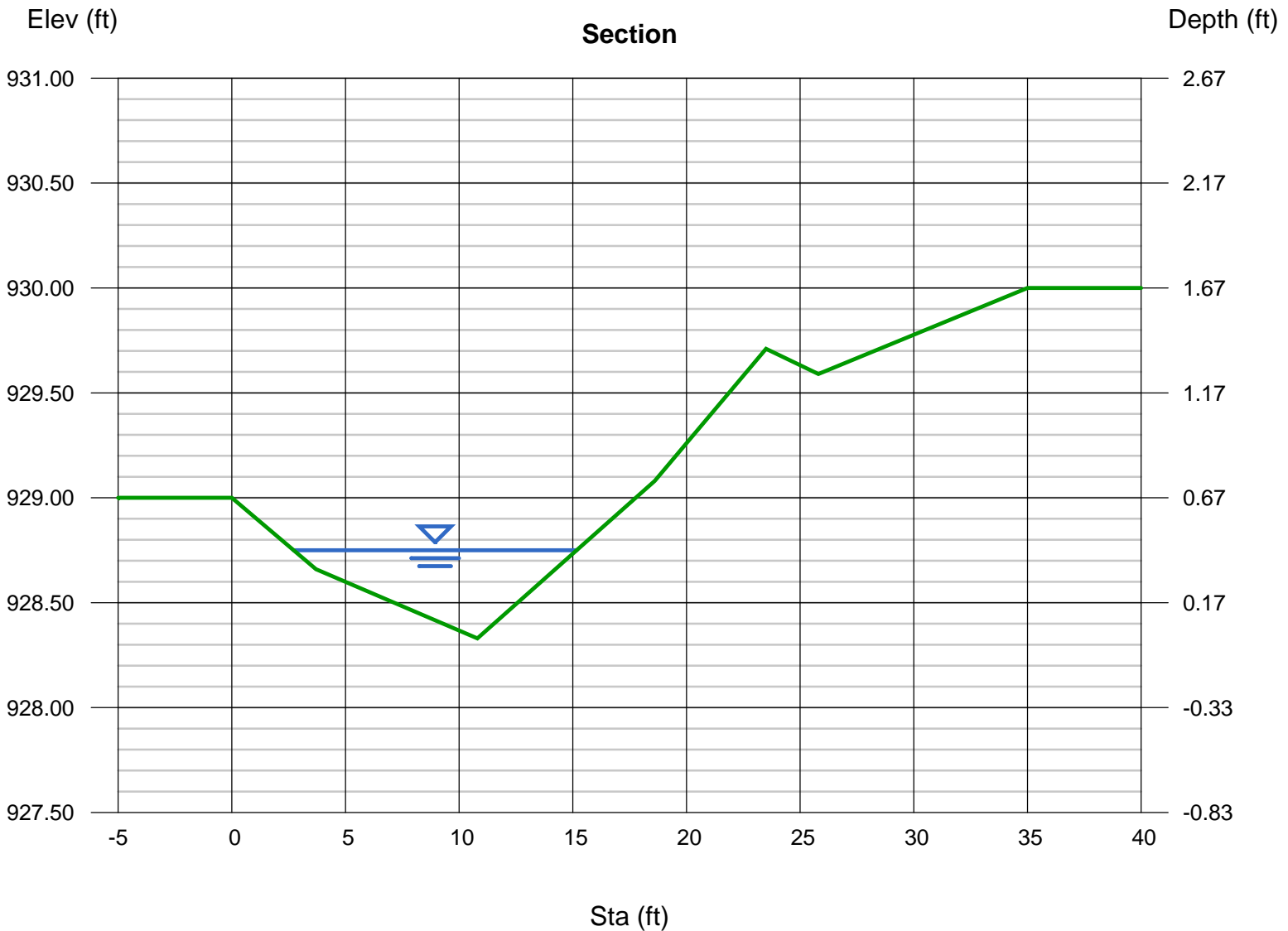
### Highlighted

Depth (ft) = 0.42  
Q (cfs) = 8.300  
Area (sqft) = 2.77  
Velocity (ft/s) = 2.99  
Wetted Perim (ft) = 12.48  
Crit Depth, Yc (ft) = 0.44  
Top Width (ft) = 12.45  
EGL (ft) = 0.56

### Calculations

Compute by: Known Q  
Known Q (cfs) = 8.30

(Sta, El, n) (Sta, El, n)... (0.00, 929.00, 0.033)-(3.75, 928.54, 0.033)-(10.80, 928.33, 0.033)-(18.60, 929.08, 0.033)-(23.50, 929.71, 0.033)-(25.80, 929.59, 0.033)-(35.00, 930.00, 0.033)





## **PUBLIC WORKS DEPARTMENT**

**Council Committee Meeting Date: October 16, 2017**  
**Council Meeting Date: November 6, 2017**

### **CONSIDER PROFESSIONAL SERVICES AGREEMENT WITH THE CLARK ENERSEN PARTNERS FOR THE PUBLIC WORKS BUILDING ASSESSMENT**

#### **RECOMMENDATION**

Move to approve the professional services agreement with The Clark Enersen Partners for the Public Works Building Assessment Project in the amount of \$22,500.00.

#### **BACKGROUND**

Public Works recently requested proposals from firms to provide professional services allowing the Public Works Department to proactively plan for the maintenance, repair, and long term replacement of the facilities . We had 2 firms submit proposals. Based on their original proposals, the selection committee chose The Clark Enersen Partners. The selection committee consisted of Keith Bredehoeft, James Carney and Melissa Prenger.

In brief, the purpose of this project is to:

- inspect document and grade the condition of the facilities;
- identify and document deficiencies therein and corrective actions;
- identify code compliance deficiencies and corrective actions;
- provide useful life information and determine where each structure/system/major component falls within its life cycle;
- develop prioritization systems for current conditions and identified deficiencies, i.e. immediate, one year, five year, and ten years;
- prepare cost estimates for corrective actions based on scoring and appropriate escalations;
- identify opportunities for cost savings, increasing system efficiencies and performance, and cost avoidance.

#### **FUNDING SOURCE**

Funding is available in CIP project BG700001.

#### **ATTACHMENTS**

1. Professional Services Agreement with The Clark Enersen Partners

#### **PREPARED BY**

Melissa Prenger, Senior Project Manager

October 12, 2017

# AGREEMENT FOR PROFESSIONAL SERVICES

For

## FACILITY ASSESSMENT SERVICES

Of

### PROJECT BG70 0001 PUBLIC WORKS BUILDING ASSESSMENT

***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 **THE CLARK ENERSEN PARTNERS**, a corporation with offices at 1251 NW BRIARCLIFF PARKWAY, SUITE 400, KANSAS CITY MISSOURI 64115 hereinafter called the “**Consultant**”.

***WITNESSED, THAT WHEREAS***, City has determined a need to retain a professional engineering firm to provide services for the facility assessment of the Prairie Village public works campus, hereinafter called the “**Project**”,

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

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

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

## Article I City Responsibilities

- A. **Project Definition** The City is preparing to to proactively plan for the maintenance, repair, and long term replacement of the facilities.
- B. **City Representative** The City shall in a timely manner designate, Melissa Prenger, Senior Project Manager, to act as the City’s representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City’s policies and decisions with respect to the Consultant’s services for the Project.
- C. **Existing Data and Records** The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the in formation provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant’s use of such content, materials or documents.

- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.

## Article II Consultant Responsibilities

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

## Article III Scope of Services

### A. Field Assessments

1. Kick-off meeting
  - a. issues
  - b. goals
  - c. schedules
2. On-site building analysis (general overall condition using the Building Analysis Form)
  - a. building envelope condition
  - b. HVAC system function, layout, efficiency and general condition
  - c. plumbing system layout and condition
  - d. lighting system layout and suitability for anticipated functions
  - e. mechanical and electrical suitability for anticipated functions
  - f. potential fire, safety, code, security, and ADA needs/upgrades
  - g. adaptability of site to accommodate necessary building expansion
  - h. condition of parking

## **B. Preliminary Report**

1. Generate preliminary report including:
  - a. Life Cycle Cost Analysis
  - b. Phasing and Project Prioritization (one year, five year and ten years)
  - c. Development of Recommendations
  - d. Cost Estimates
  - e. Cost Saving/Efficiency Opportunities
2. Review Meeting

## **C. Final Report**

## **Article IV Time Schedule**

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

Final Report

Due by **Monday, December 18, 2017**

## Article V Compensation

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

### Field Assessments

Kick Off Meeting/Initial Prep (16 Hours)	\$	2,500
Building Analysis (32 Hours)	\$	5,000
Preliminary Report (80 Hours)	\$	12,000
Final Report (20 Hours)	\$	3,000
Total Maximum Fee	\$	22,500

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

## Article VI General Provisions

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



- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
  2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
  3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
  4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
  5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14

calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

- K. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- M. Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to item by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- O. Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- P. Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

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

**City:**

City of Prairie Village, Kansas

**Consultant:**

The Clark Enersen Partners

**By:** \_\_\_\_\_

Laura Wassmer, Mayor

**By** \_\_\_\_\_

Rick Wise, Sr. Principal

Address for giving notices:

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

Address for giving notices:

The Clark Enersen Partners  
2812 West 53<sup>rd</sup> Street  
Fairway, KS 66205

Telephone: 913-385-4640

Email: publicworks@pvkansas.com

Telephone: 913-433-2110

email: rwise@clarkenersen.com

ATTEST:

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Joyce Hagen Mundy, City Clerk

\_\_\_\_\_  
Catherine P. Logan, City Attorney



October 11, 2017

Melissa Prenger, PE  
Sr. Project Manager  
City of Prairie Village  
3535 Somerset Drive  
Prairie Village, Kansas 66208

Re: Prairie Village – Public Works Building Assessment  
TCEP Proj. No.: 185-001-17  
PVPW Project No.: BG70 0001

Dear Melissa,

On behalf of The Clark Enersen Partners, I am pleased to submit this Fee Proposal to assist the Prairie Village Public Works Department with an assessment of all of the facilities at 3535 Somerset Drive. This proposal has been developed based upon information previously provided (Request for Proposal Professional Services dated July 5, 2017) and an onsite meeting on October 9, 2017.

For this effort we understand that you would like our assistance to develop a facilities evaluation of all public works facilities to include:

- Inspect, document and grade condition of the facilities
- Identify and document deficiencies therein and corrective actions
- Identify code compliance deficiencies and corrective actions
- Provide useful life information and determine where each structure/system/major component falls within its life cycle
- Develop prioritization systems for current conditions and identifies deficiencies, i.e. immediate, one year, five year and ten years
- Prepare costs estimate for corrective actions based on scoring and appropriate escalations
- Identify opportunities for costs savings, increasing system efficiencies and performance and cost avoidance.

In addition to Scope above, we will also develop a draft document and a final document for this effort.

To provide the services listed above we believe an hourly, not to exceed fee of \$22,500.00 to be appropriate. This amount is broken out as follows:

- Kick-Off Meeting/Initial Meeting Prep: (16 hours) \$2,500
- Field/Site Observations: (32 hours) \$5,000

Architecture + Landscape Architecture + Engineering + Interiors

2812 West 53<sup>rd</sup> Street  
Fairway, KS 66205 913 433-2110

www.clarkenersen.com  
Fairway, KS | Kansas City, MO | Lincoln, NE

- Draft Report Development: (80 hours) \$12,000
- Final Report Development: (20 hours) \$3,000

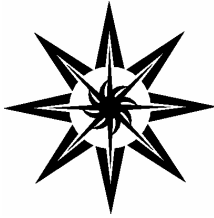
This amount includes all reimbursable costs including the printing of 10 draft and final copies of the study. Costs for a site survey, soil borings, asbestos and lead paint testing will be billed at an additional cost if required.

I am hopeful the scope of services indicated within this proposal is consistent with your expectations for the work required for this project. If you have any questions regarding the fee proposal, please feel free to contact me at your convenience.

Sincerely,



Rick Wise, AIA, LEED  
Senior Principal  
The Clark Enersen Partners



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 16, 2017  
Council Meeting Date: November 6, 2017

### CONSIDER APPROVAL OF A CONTRACT WITH GUARANTEE ROOFING INC. FOR THE CITY HALL ROOF REPAIR.

#### RECOMMENDATION

Move to authorize the Mayor to sign the Construction Contract with Guarantee Roofing Inc. for Project BG51 0001, City Hall Roof Repair for \$79,612.00.

#### BACKGROUND

On October 6, 2017, the City Clerk opened bids for Project BG51 0001, City Hall Roof Repair. Two bids were received:

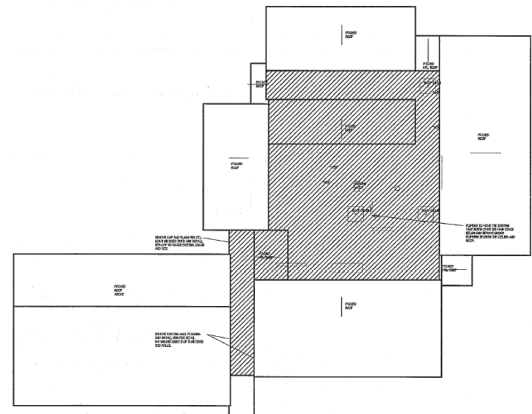
Guarantee Roofing Inc	\$ 79,612.00
Delta Innovative Services	\$112,000.00

Staff has reviewed the bids, confirmed references, and recommends awarding the project to the low bidder.

This project involves repairing decking and placing a new white TPO material in the flat areas (shaded in the picture to the right) of the roof of City Hall. The repairs will address leaks that have penetrated the existing roof material.

#### FUNDING SOURCE

Funding is available in the Capital Infrastructure Program BG51 0001 budget for construction at \$140,000. The contract will be awarded at \$79,612.00



#### ATTACHMENTS

1. Construction Agreement with Guarantee Roofing Inc.

#### PREPARED BY

Melissa Prenger, Senior Project Manager

October 12, 2017

**CONSTRUCTION AGREEMENT**



**BG51 0001  
CITY HALL ROOF REPAIR**

**BETWEEN**

**CITY OF PRAIRIE VILLAGE, KS**

**AND**

**GUARANTEE ROOFING INC.**

CONSTRUCTION CONTRACT  
FOR  
BG51 0001 CITY HALL ROOF REPAIR

BETWEEN  
THE CITY OF PRAIRIE VILLAGE, KANSAS  
AND  
GUARANTEE ROOFING INC.

**THIS AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Prairie Village, Kansas, hereinafter termed the "**City**", and Guarantee Roofing Inc., hereinafter termed in this agreement, "**Contractor**", for the construction and completion of Project BG51 0001 CITY HALL ROOF REPAIR , (the "**Project**") designated, described and required by the Project Manual and Bid Proposal, to wit:

**WITNESSETH:**

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WORK** shall mean the work to be done to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor, materials, tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents.

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

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

## **2. ENTIRE AGREEMENT:**

The Contract Documents, together with the Contractor's Performance, Maintenance and Statutory bonds for the Work, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Work. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the City and the Contractor. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.

## **3. INTENT AND INTERPRETATION**

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.
- 3.2 All time limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

- 3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 3.5 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission, which the Contractor may discover, or should have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.
- 3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.
- 3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.
- 3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.
- 3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.
- 3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Project Manager before proceeding with the construction affected by such omissions or discrepancies.
- 3.11 It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.
- 3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the Work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of Work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.

- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.
- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.
- 3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

#### **4. CONTRACT COST**

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of SEVENTY-NINE THOUSAND, SIX HUNDRED TWELVE AND 00/100 DOLLARS (\$ 79,612.00) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

#### **5. WORK SUPERINTENDENT**

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

5.5 The Contractor will be required to contact the Project Manager daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Project Manager's representative is able to monitor properly the Work.

## 6. PROJECT MANAGER

6.1 It is mutually agreed by and between the parties to this Agreement that the Project Manager shall act as the representative of the City and shall observe and inspect, as required, the Work included herein.

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

6.3 The Project Manager, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in this Contract. The Project Manager shall be the City's representative from the effective date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Contract. The City and Project Manager may, from time to time, designate Inspectors to perform such functions.

6.4 The City and the Contractor shall communicate with each other in the first instance through the Project Manager.

6.5 The Project Manager shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Project Manager shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of

any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

- 6.7 The Project Manager may refuse to recommend the whole or any part of any payment if, in Project Manager's opinion, it would be incorrect to make such representations to City. Project Manager may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Project Manager's opinion to protect the City from loss because:
- The Work is defective, or completed Work has been damaged requiring correction or replacement,
  - The Contract Price has been reduced by Written Amendment or Change Order,
  - The City has been required to correct Defective Work or complete Work in accordance with the Project Manual.
- 6.8 The City may refuse to make payment of the full amount recommended by the Project Manager because claims have been made against City on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice (with a copy to Project Manager) stating the reasons for such action.
- 6.9 The Project Manager will have the authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 6.10 The Project Manager will review, or take other appropriate action as necessary, concerning the Contractor's submittals, including Shop Drawings, Product Data and Samples. Such review, or other action, shall be for the sole purpose of determining general conformance with the design concept and information given through the Project Manual.
- 6.11 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 6.12 The Project Manager, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Project Manager will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this



- Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.
- 6.13 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.
- 6.14 The Project Manager will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.
- 6.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.
- 6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.
- 6.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.
- 6.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.
- 6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.
- 7. WORK SCHEDULE:**
- 7.1 The Work is comprised of one large project (sometimes referred to as "**Total Project Work**") and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as "**Project Segments**." A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.
- 7.2 At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a schedule ("**Work Schedule**") setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that

Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.

- 7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action. Payments or portions of payments may be withheld by the City upon failure to maintain scheduled progress of the Work as shown on the approved Work Schedule.
- 7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.
- 7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.
- 7.6 If at any time, in the opinion of the Project Manager or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.
- 7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.
- 7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima Facie Violation of City Municipal Code 11-202.
- 7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.
- 7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.
- 7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Project Manager. The Contractor shall communicate immediately any changes in the Work Schedule to the Project Manager for approval by the City.

## **8. DELAYS AND EXTENSIONS OF TIME**

- 8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or

delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.

- 8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the Work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but it shall in such cases be entitled to such extension of the time specified for the completion of the Work as the City and the Project Manager shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Project Manager in writing within one (1) week from the time when any such alleged cause for delay shall occur.

**9. ADVERSE WEATHER:**

- 9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.

- 9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.

- 9.3 “**Adverse Weather**” is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor’s scheduled workday.

- 9.4 “**Unusually Severe Weather**” is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.

- 9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:

- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
- The Unusually Severe Weather actually caused a delay to the completion of the Work.
- The delay must be beyond the control and without fault or negligence by the Contractor.

- 9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor’s Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

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

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

- 9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.
- 9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be calculated chronologically from the first to the last day of each month, and be recorded as full workdays.
- 9.9 If the number of actual Adverse Weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.
- 9.10 The determination that Unusually Severe Weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the Unusually Severe Weather delayed work activities on the critical path of the Work Schedule.
- 9.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual Adverse Weather delays in a given month is less than the number of days anticipated as indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.
- 9.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the date of Substantial Completion shall not be changed because of unusually favorable weather.
- 9.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.
- 9.14 The Contractor shall summarize and report all actual Adverse Weather delay days for each month to the Project Manager by the tenth (10th) day of the following month. A narrative indicating the impact of Adverse Weather conditions on the Work Schedule shall be included.
- 9.15 Any claim for extension of time due to Unusually Severe Weather shall be submitted to the Project Manager within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures described above.
- 9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)
- 9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

## 10. LIQUIDATED DAMAGES

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

## 11. PAYMENT PROCEDURE

- 11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.
- 11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.
- 11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.

- 11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.
- 11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the City for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.
- 11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.
- 11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.
- 11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:
- Defective Work not remedied by the Contractor;
  - Claims of third parties against the City or the City's property;
  - Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
  - Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
  - Evidence that the Work will not be completed in the time required for substantial or final completion;
  - Persistent failure to carry out the Work in accordance with the Contract;
  - Damage to the City or a third party to whom the City is, or may be, liable;
  - Evidence that the Work is not progressing according to agreed upon schedule by both parties.

- 11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.
- 11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

## **12. COMPLETION AND FINAL PAYMENT**

- 12.1 Upon Total Completion, when the Contractor is ready for a final inspection of the Total Project Work, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.
- 12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.
- 12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.
- 12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

## **13. CLAIMS BY THE CONTRACTOR**

- 13.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.

- 13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).
- 13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.
- 13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably



anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.

- 13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense, which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.
- 13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.
- 13.12 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas

#### **14. CHANGES IN THE WORK**

- 14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract

Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.

- 14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order, and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.
- 14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

## **15. INSURANCE AND BONDS.**

- 15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.
- 15.2 The Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) if the Contractor's limits of protection shall have been impaired

or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

Limits (Same as Commercial General Liability) -  
 Combined Single Limits, Bodily Injury and Property Damage - Each Accident:

Policy MUST include the following condition:  
 NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

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

Limits -

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

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

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

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

- Is authorized to do business in the State of Kansas;
- Carries a Best's policy holder rating of A- or better; and
- Carries at least a Class VIII financial rating, **or**
- Is a company mutually agreed upon by the City and Contractor.

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

- A. Cover all subcontractor's in its insurance policies, or
- B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

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

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

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

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

15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

## 16. INDEMNITY

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

"**The Contractor**" means and includes Contractor, all of his/her affiliates and subsidiaries, his/her Subcontractors and material men and their respective servants, agents and employees; and "**Loss**" means any and all loss, damage, liability or expense, of any

nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

- 16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.
- 16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.
- 16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.
- 16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

## 17. SUCCESSORS AND ASSIGNS

- 17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and

omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.

- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.
- 17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

## 18. NON-DISCRIMINATION LAWS

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

- C. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
  - D. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
  - E. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
  - F. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- 18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

## 19. FEDERAL LOBBYING ACTIVITIES

[THIS PROVISION ONLY APPLIES IF THE CITY IS RECEIVING FEDERAL FUNDS]

- 19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.
- 19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.
- 19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

## 20. RELATIONS WITH OTHER CONTRACTORS:

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

expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.

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

## **21. RIGHT OF CITY TO TERMINATE**

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



in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs other than direct costs of demobilization.

**22. MISCELLANEOUS:**

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

- 22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.
- 22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.
- 22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.

- 22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

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

CITY OF PRAIRIE VILLAGE

GUARANTEE ROOFING INC.  
(typed company name)

By: \_\_\_\_\_  
(signed)

By: \_\_\_\_\_  
(signed)

Laura Wassmer

\_\_\_\_\_  
(typed name)

Mayor

\_\_\_\_\_  
(typed title)

City of Prairie Village

Guarantee Roofing Inc.  
(typed company name)

7700 Mission Road

4570 N Blackcat Road  
(typed address)

Prairie Village, Kansas 66208

Joplin, Missouri 64801  
(typed city, state, zip)

\_\_\_\_\_

417.624.0002  
(typed telephone number)

\_\_\_\_\_  
(date of execution)

\_\_\_\_\_  
(date of execution)

SEAL

ATTEST:

APPROVED BY:

\_\_\_\_\_  
City Clerk, Joyce Hagen-Mundy

\_\_\_\_\_  
City Attorney, Catherine Logan

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

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
Monday, October 16, 2017  
7:30 PM**

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

**2017-2018 Teen Council**

- VI. **PUBLIC PARTICIPATION**

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

- VII. **CONSENT AGENDA**

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

**By Staff**

- 1. Approve the regular City Council meeting - October 2, 2017
- 2. Approve claims ordinance
- 3. Approve the purchase of a replacement F-550 truck from Shawnee Mission Ford, purchase and assemble truck equipment from Krantz of Kansas City and KA-COMM, Inc., and dispose of Asset #1355 by auction
- 4. Adopt the 2017 Uniform Public Offense Code for Kansas Cities and the 2017 Standard Traffic Ordinance for Kansas Cities, with certain changes, additions, and deletions
- 5. Ratify the appointment of Pamela Jorgensen and Ellie Green to the Prairie Village Tree Board

- VIII. **COMMITTEE REPORTS**

**Council Committee of the Whole**

- COU2017-41 Consider renewal of City's health, dental, and vision insurance providers
- COU2017-42 Consider approval of a SMAC engineering design contract with Affinis Corp for the Reinhardt & 84th Terrace drainage project

- IX.        **MAYOR'S REPORT**
- X.        **STAFF REPORTS**
- XI.       **OLD BUSINESS**
- XII.      **NEW BUSINESS**
- XIII.     **EXECUTIVE SESSION**
  
- XIV.     **ANNOUNCEMENTS**
- XV.     **ADJOURNMENT**

**If any individual requires special accommodations - for example, qualified interpreter, large print, reader, hearing assistance - in order to attend the meeting, please notify the City Clerk at 385-4616, no later than 48 hours prior to the beginning of the meeting.  
If you are unable to attend this meeting, comments may be received by e-mail at [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com)**

**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE**

**October 2, 2017**

The City Council of Prairie Village, Kansas, met in regular session on Monday, October 2, 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: Chad Herring, Jori Nelson, Serena Schermoly, Steve Noll, Eric Mikkelson, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden, Ted Odell and Terrence Gallagher.

Staff present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Public Works Director; Katie Logan, City Attorney; Wes Jordan, City Administrator; Lisa Santa Maria, Finance Director; Alley Williams, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk. Also present was Chris Brewster, City Planning Consultant.

**INTRODUCTION OF STUDENTS & SCOUTS**

Mayor Wassmer welcomed a student from Shawnee Mission North High School attending for her government class.

**PRESENTATIONS**

**Recognition of Johnson County Park and Recreation District - NRPA National Medal Award for Excellence in Park and Recreation Management**

Mayor Wassmer welcomed Jill Geller, Director of Johnson County Park and Recreation District and other Park District Representatives Jeff Stewart, Randy Knight and Nancy Wallerstein. Ms. Geller shared the video presentation of their receipt of the National Gold Medal Award for Excellence in Park and Recreation from the National Park and Recreation Association at their recent annual conference in New Orleans. The award recognizes agencies serving populations of 400,000 or more for excellent performance in resource management, long-term planning, programming, environmental stewardship and volunteer involvement.

Ms. Geller noted that they were also finalists for this award in 1991, 1993, 1994, 1995 and 2016. She noted that JCPRD last won the award in 1995. Ms. Geller acknowledged that the partnership with the City in the acquisition and development of Meadowbrook was a significant part of their application and thanked the city for its part in making this award possible. Mayor Wassmer stated the city was pleased to be part of this collaborative effort and that Meadowbrook Park will be a great asset to the community.

## **PUBLIC PARTICIPATION**

With no one else wishing to address the Council public participation was closed at 7:40 p.m.

## **CONSENT AGENDA**

Chad Herring moved to add to the Consent Agenda action taken at the earlier committee meeting to approve the next step of the BBN contract as #5. The motion was seconded by Sheila Myers and passed.



Terrence Gallagher asked that the September 18, 2017 City Council minutes be amended with the clarification added on page 7 to his statement regarding that Johnson County Park & Recreation services would be at no cost to the city; however, there may be costs to residents participating in the programming.

Ted Odell asked for comment on the bid award for the Tree Trimming Contract from Mr. Bredehoeft noting the excellent work provided by Arbor Masters who held this contract last year. Mr. Bredehoeft acknowledged the past work of Arbor Masters; but noted that KC Tree, who submitted the low bid, has had this contract for four of the past five years and performed well for the city.

Mayor Wassmer noted that on the Consent agenda includes the appointment of City Prosecutor and Pro-Tem City Prosecutor and asked Jerry Merrill to introduce himself to the Council. Mr. Merrill stated that he previously worked in the District Attorney's office under Steve Howe and currently serves as the Prosecutor for the City of Edgerton. He is pleased to serve as Pro-Tem Prosecutor for Ashley Repp. Mayor Wassmer stated that Ms. Repp recently gave birth to a baby girl and would be introduced to the Council later.

Jori Nelson moved for the approval of the Consent Agenda for Monday, October 2, 2017 with the addition of #5 and noted amendment to the minutes of September 18<sup>th</sup> including item 2:

1. Approval of the regular City Council meeting minutes as amended - September 18, 2017
2. Approve the award of the 2017 Tree Trimming Contract to Kansas City Tree Company in the amount of \$59,730 for trimming of trees in City right-of-way and parks.
3. Approve Resolution 2017-02 approving the Prairie Village State of the Arts reception as a special event and authorize the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the designated public areas of the event.
4. Ratify the appointment of Ashley Repp as City Prosecutor and Jerry Merrill as Pro-Tem City Prosecutor for a term to end June 30, 2019.

5. Approve the next step in the services agreement with BBN Architects to hold a resident meeting to solicit feedback from the community on the preliminary concept of Village Square as part of the update to the Harmon and Santa Fe Parks Master Plan.

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

## **COMMITTEE REPORTS**

### **Council Committee of the Whole**

#### **Discussion regarding possible changes to traffic flow on 69<sup>th</sup> Street between Delmar and Tomahawk Road**

Keith Bredehoeft stated that due to safety concerns with the intersection at 69<sup>th</sup> Street and Tomahawk Road residents have requested that the City consider changing 69<sup>th</sup> Street to a one way street between Delmar Street and Tomahawk Road. The large landscaped island at Tomahawk creates a unique connection at Tomahawk Road. Residents feel that the neighborhood is changing with recent rebuilds with younger families moving in. They are concerned with overall safety due to the absence of sidewalks and the unique intersection at Tomahawk. Making 69<sup>th</sup> Street one way would eliminate the two way traffic at this intersection and cause vehicles to slow as they enter the one way street.

An additional benefit from making this a one way street is that 69<sup>th</sup> could easily have sidewalks added in the future with a street rehabilitation project. Currently, 69<sup>th</sup> Street has no sidewalks and adding a sidewalk would have significant impact to large trees at the back of curb on both sides of the street.

Mr. Bredehoeft stated that given the concerns of the residents TranSystems was hired to do a study to determine if 69<sup>th</sup> Street could be made one way. The study

confirmed that the change is viable. The study reflected that traffic moved to other streets by taking this action is not anticipated to be significant. Prior to the study, residents on 69<sup>th</sup> Street did sign a petition with 78% supporting the concept of making 69<sup>th</sup> Street a one way street.

Mr. Bredehoeft stated that if council supports the change to a one way street, the changes would be made on a temporary basis initially with delineators, pavement markings, and signs. If, after a period, there are no negative effects on the surrounding the neighborhoods, curbs would be added to make the one way permanent.

John Mortensen, 4022 West 69<sup>th</sup> Street, noted he has lived on this street for several years and thanked public works staff for their work in addressing their concerns. This is a narrow street with a large amount of pedestrian and vehicle traffic creating a concern for safety particularly negotiating the intersection. He noted that there are 17 children under the age of 7 living in the area.

Dan Moon, 3912 West 69<sup>th</sup> Street, has lived on the east end of the street for ten years and has seen increased traffic with Starbucks and Chipotle. He is concerned with the "blind corner". He added that this is the only street connecting to the shopping center without sidewalks. With the narrowness of the road and mature trees near the street it would be very difficult to add a sidewalk. The proposed action has support of 78 percent of the residents on 69<sup>th</sup> Street and he would like to have a public information meeting to discuss the proposed change with the entire neighborhood.

Sheila Myers noted that she drove this street and there was a significant amount of street parking and asked if that was usual. Mr. Moon replied there was a birthday party in the neighborhood. Mr. Moon said that three new homes have been built in the past three years which has increased construction traffic during the day. Mrs. Myers

asked how this would impact other streets. Mr. Bredehoeft replied that the information meetings would involve the entire area, not only 69<sup>th</sup> Street residents, so that issue can be addressed. He repeated that the change would be phased in with temporary markings to allow for the evaluation of the impact on neighboring streets.

Jori Nelson moved the City Council approve moving forward with neighborhood meetings to consider the possible change of 69<sup>th</sup> Street between Delmar and Tomahawk to a one way street. The motion was seconded by Chad Herring.

Ted Odell stated that he understood the safety concerns, but expressed concern with this action sending a message to other residents who may to take similar action to address traffic on a cut-through street or needing a sidewalk. He asked if other alternatives had been explored.

Terrence Gallagher stressed the need to make sure that not only the residents on this street have input into this action. He noted the Bike & Pedestrian Trail plan is still being worked on and he would not want the City to take action that would be in conflict with the master bike plan that is still being developed.

Dan Runion stated he is not opposed; however, feels that if action is taken there needs to be specific conditions that are unique to this street to justify this action and would not open the city up to additional requests from other neighborhoods.

Andrew Wang stated he agreed with Mr. Gallagher and Mr. Runion stating that this does not just impact the residents on 69<sup>th</sup> Street. There will be traffic unable to travel 69<sup>th</sup> Street that will now be using other residential streets. He is not supportive of initiating major traffic changes based on something that has not happened with the residents who would benefit not taking into account those that may be negatively impacted by the change. He is uncomfortable with residents feeling they have a right of

ownership to the public streets adjacent to their homes. Changes to traffic flow and patterns based primarily on what the people who live on the street is not how the city should be planning traffic flow.

Jori Nelson confirmed the proposed motion only authorizes the holding of public information meetings on the proposed action. Mr. Bredehoeft replied residents in the surrounding area will have notices of the meeting sent to them with drawings of the proposed change.

The motion was voted on and passed by a vote to 10 to 2 with Mr. Odell and Mr. Wang voting in opposition.

Mayor Wassmer noted that Ashley Repp had arrived and invited her to the podium to introduce herself to the Council. Ms. Repp stated she has been a prosecutor for over six years and is currently the prosecutor for the City of Gardner and works part-time at a law firm. She is pleased to accept the appointment to serve as prosecutor for the City of Prairie Village. Mayor Wassmer also introduced Deanna Scott the Municipal Court Administrator for the city. Mrs. Scott has been with the city for a year.

**COU2017-40 Consider approval of proposed amendments and changes to the animal control and regulation ordinance**

Chief Tim Schwartzkopf thanked the Council for all its feedback. He noted that Mr. Herring had sent some minor changes that have been reviewed by the City attorney and added to the ordinance. None of the changes are substantive. During the committee meeting, he became aware of some residents being licensed without getting a rabies vaccination if a statement was submitted by their veterinarian stating that they were unable to be vaccinated due to health conditions of the animal. He discussed this situation with the Animal Control Officers and researched if this was done elsewhere.

Exemptions for health reasons are permitted in some cities in Johnson County. He and animal control are comfortable with this if the conditions allowing the exemption are very narrow applying only to health issues - not the age of the animal. The language used by the City of Leawood addresses this situation well.

Dan Runion stated he supports this provision. Andrew Wang confirmed that a professional verification would be required. Ted Odell stated he is ok with the provision, but noted that the city does not have a problem with rabies because of the requirement and feels it is important to keep it narrow. Chad Herring agreed and asked if the final language could come back to the Council at its next meeting.

Chief Schwartzkopf read the following proposed language: “A rabies vaccination shall not be required if a licensed veterinarian recommends that a dog or cat not be inoculated with rabies vaccine for health purposes and the person responsible provides the office of the City Clerk with a statement from a licensed veterinarian on official letterhead specifying the reason that the animal shall not be vaccinated for health purposes.”

Chad Herring moved the City Council adopt Ordinance 2368 amending Chapter II entitled “ Animal Control and Regulation” with the additional language added allowing exemption from rabies vaccination for health purposes when verified by a licensed veterinarian. The motion was seconded by Jori Nelson.

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

Jori Nelson thanked Chief Schwartzkopf and his staff for their extensive work on the new animal regulations.

## Planning Commission

### PC2017-02 Approval of Amendment to the Special Use Permit for Kansas City Christian School

Chris Brewster, City Planning Consultant, provided a brief background on the property identified as 4801 West 79<sup>th</sup> Street. This site was originally built as a public elementary school in 1954. After the school was closed, it was sold to Kansas City Christian School Academy and reopened as a private school. It was issued a Special Use Permit for the school on January 18, 1999 subject to four conditions relative to the design, construction and operation of the school. The site plan for the school was approved by the City in February, 1999. One of the conditions was that any expansion of the school, or amending the approved site plan would require an amendment to the Special Use Permit.

In 2008 the school applied for an amended Special Use Permit and Site Plan. At that time, a number of issues related to parking utilization, drop-off procedures and school transportation were raised by the neighbors, and the amended permit and site plan dealt primarily with reconciling those issues. The applicant worked with the City and neighbors to resolve these issues with operational policies.

The enrollment numbers associated with these issues were as follows:

- 1999 SUP - 543 students (162 of which were high school)
- 2008 SUP amendment - 469 students (274 of which were high school)
- Current enrollment - 445 students (155 of which are high school)

Through the amended Special Use Permit process, the parking and transportation issues were resolved with better utilization of current parking and facilities, reconfiguration of classrooms, and other associated transportation policies. No new facilities were built, however parking capacity was expanded to address these issues.

The amended Special Use Permit was approved on September 2, 2008 with the renewal of the four conditions of the original SUP, plus the following conditions:

5. That Kansas City Christian School adopt a policy that all students will park on site and develop a procedure for implementation and enforcement of the policy.
6. The number of high school classrooms shall be limited to 11.
7. No more than four busses shall be parked in the rear of the school when not picking up or dropping off students, and shall not be idling for more than five minutes during pick-up and drop-off.
8. Kansas City Christian provide to the City at the beginning of each school year an updated student count reflecting the number of students in each grade and the number of classrooms used for each grade level.

The current application is for the renovation and expansion of the existing 55,642 square foot building adding 26,353 square feet of new space and renovating 10,268 square feet of the existing building, providing new and renovated rooms through the expansion and renovation of interior spaces. Specifically, the expansion involves:

- A second story addition over the center 1/3<sup>rd</sup> of the existing school building and associated with the primary entrance to the west of the existing gymnasium.
- A two story multi-purpose space to the rear of the existing building (southwest corner over current paved play area above an existing underground space).
- A small single story addition to the southeast corner of the building.

The expansions will occur over some existing parking areas, but through reconfiguration of the existing parking lots, five additional parking spaces will be provided.

The traffic study conducted has been reviewed and approved by the city's traffic engineer and the Director of Public Works and finds that sufficient parking is available for student and staff parking as well as an additional 24 available spaces. The analysis was done using existing conditions for projected usage.

The Storm Drainage Report has been reviewed and approved by the city's engineer and Director of Public Works and finds the proposed project will have a negligible increase in impervious area compared to the existing conditions. Peak runoff



and volume will not be substantially affected. No additional detention or improvements to the adjacent storm water sewer system are necessary.

From the standpoint of design, the proposed project is a considerable improvement of the existing facility. The proposed parking is in excess of what is required by code. The applicant held a neighborhood meeting on August 8, 2017 in conformance with the City's Citizen Participation Policy and provided a report on the meeting and attendees.

The Planning Commission has added a ninth condition for approval based on projected enrollment acknowledging that the utilization of the property and its impact on surrounding properties, not the actual number of students enrolled, is the primary consideration for this land use.

Mr. Brewster stated that three issues were raised during the public hearing. The first being no student parking on the streets. The second being noise created from the student pick-up procedures, which has already be addressed by the school. The third being increased parking for special events. The school stated that has secured an off-site parking area for special events with shuttles taking participants to the school.

Mayor Wassmer welcomed Kelly VanElders and other representatives of the school and the project design team in attendance.

Mr. VanElders stated that the reason for the proposed changes are primarily for an enhancement of the learning experience for their students. He noted the school currently does not have locker room facilities (to be added), art and music rooms are to be expanded, five additional classrooms will be added in the new second story for the middle school students who currently share classrooms with the high school students. The expansion will allow these students to have their own area. They are not expanding

the high school facilities. A new multi-purpose room/lunch room is being added. This will allow for another location to hold team practices and reduce the amount of time students are at the school. Mr. VanElders showed pictures of the proposed enhancements and expanded areas as well as a floor plan of classroom locations reflecting the ability to group like student bodies together in designated areas.

The proposed time line for the project was reviewed with the goal of completion of the project by October, 2018.

Eric Mikkelson stated this is city planning 101 and stated he is supportive of high quality education for all schools.

Chad Herring acknowledged the amount of work that has gone into this project and response by the school officials. He confirmed with Public Works Director Keith Bredehoeft the findings of the Storm Drainage Study that the project will not create an increase in stormwater runoff. Mr. Bredehoeft replied the project does not create any additional impervious surface that would increase water runoff.

Mr. Herring noted resident concern with the school facilities being rented out to other entities. Mr. VanElders responded that over the past five years the facility was rented out ten times. He noted in the summer the school has been rented by Children's Mercy for an Autism Day Camp during the weekdays. This program has secured the necessary permits for operation from the City.

Sheila Myers noted a resident's request to further restrict street parking. Mr. Jordan replied that this is being reviewed by the Police Department noting the restriction was put in place to restrict student parking; however, that has to be balanced with the need for an area for parking to address pick-up of students and needs to be consistent with the procedures in place at other schools.

Eric Mikkelson moved the Governing Body grant an Amendment to the Special Use Permit for Kansas City Christian Private School at 4801 West 79<sup>th</sup> Street subject to the following conditions recommended by the Planning Commission:

1. The applicant shall meet all conditions and requirements of the Planning Commission for the approval of a site plan.
2. The Special Use Permit not have a termination or expiration time established for it.
3. If the applicant violates any conditions of the zoning regulations and requirements as part of the Special Use Permit, the permit may be revoked by the City Council.
4. The applicant cannot further expand or amend the Site Plan without an amendment to the Special Use Permit requiring a public hearing before being approved.
5. Kansas City Christian School adopt a policy that all students will park on site and develop a procedure for implementation and enforcement of the policy.
6. The number of designated high school classrooms shall be limited to 12.
7. No more than four busses shall be parked in the rear of the school when not picking-up or dropping-off, and shall not idle more than five minutes during pick-up and drop-off.
8. Kansas City Christian provide to the City at the beginning of each school year an updated student count reflecting the number of students in each grade and the number of classrooms use for each grade level.
9. The permit anticipates a projected enrollment capacity of 525 students, and any enrollment significantly beyond this capacity or reconfiguring of classrooms that creates impacts beyond those anticipated by this baseline may require a revised site plan or may result in revocation of the permit at the discretion of the City.

The motion was seconded by Andrew Wang.

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

## **MAYOR’S REPORT**

Mayor Wassmer expressed condolences to the families of the victims of the shooting in Las Vegas. This, and similar shootings, are senseless acts of violence. She believes it is time to explore options for keeping assault weapons off the street; stating that she would like to see assault rifles only in the hands of law enforcement. Mayor

Wassmer thanked City Administrator Wes Jordan, city staff and the city council for keeping things running smoothly in the city during her recent absences.

## **STAFF REPORTS**

### **Public Safety**

- Chief Schwartzkopf reported that Wednesday, October 4<sup>th</sup> is National Coffee with a Cop Day and it will be celebrated at Starbucks in the Prairie Village Shopping Center from 7 a.m. to 9 a.m.

### **Public Works**

- Keith Bredehoeft reported the city's application for a grant for North Park was not selected for funding. Nine applications were submitted with funding given to two.
- The City Wide Bike/Pedestrian Advisory Committee met last week to review and provide input on conceptual plans. The plans will be revised based on comments with the committee giving a final approval prior to them being presented to the public for comment.

Ted Odell asked what the 69<sup>th</sup> Street traffic study cost and when a traffic study is conducted. Mr. Bredehoeft replied the traffic engineer will do a traffic study when evaluation of the project is beyond the capabilities of public works staff to review. The analysis are done as part of their contract with the city for traffic engineering services.

Eric Mikkelson confirmed that the closing on the church property is still set for October 31<sup>st</sup>.

### **Administration**

- Wes Jordan reported that he and Alley Williams will be meeting with the church officials on Wednesday for their walk-through prior to purchase.
- The October 16<sup>th</sup> meeting will include the presentation of Don Baker's findings relative to the recent flooding and a presentation by Brian Gates with the YMCA, KCP&L presentation which will include discussion on electric vehicle charging stations.
- The city's employee insurance quote for 2018 came in with a 03.25% increase caused by fees related to the affordable care act.

## **OLD BUSINESS**

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

**NEW BUSINESS**

Dan Runion asked if First Washington had private security officers for the shopping centers. Chief Schwartzkopf replied yes and that he and Captain Roberson are meeting with them. Mayor Wassmer said that she believes the Merchants Association hires the security. There is security at The Village Shops but she does not believe there is any at Corinth Square. Chief Schwartzkopf will follow up and get the information to the Council

Serena Schermoly reported that there will be four new teen council members. She also reported that former teen Council member Tyler Ruzich is running for Governor and will be interviewed by CBS news.

**ANNOUNCEMENTS**

Planning Commission	10/03/2017	7:00 p.m.
JazzFest Committee	10/05/2017	5:30 p.m.
Prairie Village Foundation	10/10/2017	5:30 p.m.
Park & Recreation Committee	10/11/2017	6:30 p.m.
Environment/Recycle committee on Education	10/12/2017	5:30 p.m.
Council Committee of the Whole	10/16/2017	6:00 p.m.
City Council	10/16/2017	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present the 11<sup>th</sup> annual State of the Arts Exhibit in the R.G. Endres Gallery during the month of October. The artist reception will be from 6 to 8 p.m. on Friday, October 13<sup>th</sup>.

The 33<sup>rd</sup> Annual Prairie Village Peanut Butter Week in support of Harvesters Food Bank will be held October 9<sup>th</sup> - 13<sup>th</sup>. Support the drive through donations at City Hall or at your local church or school.

Mark your Calendars for the Shawnee Mission Education Foundation 25th Annual Fall Breakfast on October 10.

Save the Date for the Annual National League of Cities Conference in Charlotte, November 15-18, 2017. RSVP to Meghan Boom.

Save the Date for the Annual NEJC Chamber Gala on Saturday, November 18 at the Overland Park Marriott

**ADJOURNMENT**

Sheila Myers moved that the City Council meeting be adjourned. The motion was seconded by Brooke Morehead and passed unanimously. With no further business to come before the City Council the meeting was adjourned at 8:40 p.m.

Joyce Hagen Mundy  
City Clerk

**CITY TREASURER'S WARRANT REGISTER**

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

October 16, 2017

**Copy of Ordinance**  
2959

Ordinance Page No. \_\_\_\_

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	DATE	AMOUNT	TOTAL
<b>EXPENDITURES:</b>			
Accounts Payable			
15463-15469	9/1/2017	10,278.03	
15470-15551	9/8/2017	933,919.00	
15552-15553	9/12/2017	1,000.00	
15554-15563	9/15/2017	102,934.32	
15564	9/18/2017	143,852.85	
15565-15665	9/22/2017	135,084.72	
15666-15675	9/29/2017	12,718.24	
Payroll Expenditures			
9/1/2017		282,506.04	
9/15/2017		291,956.87	
9/29/2017		282,369.70	
Electronic Payments			
Electronic Pmnts			
	9/1/2017	252.04	
	9/5/2017	187.92	
	9/6/2017	3,737.92	
	9/7/2017	26,855.81	
	9/8/2017	21,322.61	
	9/11/2017	1,916.17	
	9/13/2017	3,235.35	
	9/22/2017	3,741.62	
<b>TOTAL EXPENDITURES:</b>			<b>2,257,869.21</b>
Voiced Checks	Check #	( Amount )	
<b>TOTAL VOIDED CHECKS:</b>			
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>2,257,869.21</b>

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

Passed this 16th day of October 2017.

Signed or Approved this 16th day of October 2017.

(SEAL)

ATTEST:   
City Treasurer

ATTEST:  10/3/17  
Finance Director



## PUBLIC WORKS DEPARTMENT

Council Meeting Date: October 16, 2017

**CONSIDER PURCHASE OF REPLACEMENT ONE TON TRUCK AND EQUIPMENT AND DISPOSAL OF ASSET #1355 BY AUCTION AND APPROVE \$2,230.76 FROM OTHER AVAILABLE FUNDS FOR THIS PURCHASE.**

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### RECOMMENDATION

Staff recommends the City Council approve the purchase of a replacement F-550 truck from Shawnee Mission Ford for \$50,813.00, to purchase and assemble the truck equipment from Krantz of Kansas City and KA-COMM, Inc. for \$56,417.76, and dispose of Asset #1355 by auction.

### BACKGROUND

The 2017 Public Works Operating Budget provides for the replacement of Asset #1355, a 2003 Ford F-350 One Ton Truck. This F-350 is being replaced with an F-550 truck. Public Works has recently reduced the number of large dump trucks from 6 to 4, replacing the two large trucks with smaller F-550's. This was done as the F-550 will plow snow as well as the large trucks on our residential streets and they will be more functional for other public works activities throughout the year. The new F-550's will accommodate larger salt spreaders which will be beneficial during snow events. When this truck was budgeted in 2016 the price was estimated to be \$105,000 but when full specifications for the truck were determined an additional \$2,230.76 is needed for the purchase. \$2,230.76 will be transferred from the other available funds for this purchase.

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

We propose to use Krantz for the purchase and assembly of the truck equipment as they have built the three F-550's that we have purchased in the last two years. Utilizing Krantz will insure consistency with parts and construction making it easier to maintain into the future. The Krantz bid for equipment and assembly was evaluated and determined to be reasonable. Examples of the equipment to be purchased and installed are the dump bed, the hydraulic system, the salt spreader, and the front plow.

Truck Purchase (MACPP Bid)-	\$50,813.00
Krantz Equipment and Assembly-	\$52,855.00
KA-COMM, Inc.	\$3,562.76
<b>Total-</b>	<b><u>\$107,230.76</u></b>



## FUNDING SOURCE

The Equipment Reserve Fund for 2017 includes \$105,000 for one F-550 One Ton Truck replacement. The full cost of replacing one F-550 including the installation of equipment requires a transfer of \$2,230.76 from other available funds.

A summary of the funds for the new F-550 is shown below.

	2017 Equipment Reserve(for Truck # 1355)	2017 F-550 Truck Purchase Price	2017 Equipment & Assembly F-550	Totals
Actual \$ for 2017		\$50,813	\$56,417.76	\$107,230.76
Planned \$ for 2017	\$105,000			<u>\$100,000</u>
			<b><u>Transferred \$= \$2,230.76</u></b>	

## RELATION TO VILLAGE VISION

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

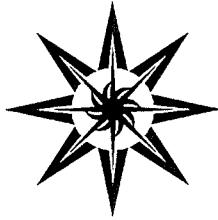
## ATTACHMENTS

None

## PREPARED BY

Keith Bredehoeft, Public Works Director

October 11, 2017



**Municipal Court/Police Department**

**Council Committee Date: October 16, 2017**

**Council Meeting Date: October 16, 2017**

**Consider adoption of the 2017 Uniform Public Offense Code for Kansas Cities and the 2017 Standard Traffic Ordinance for Kansas Cities, with certain changes, additions and deletions**

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**RECOMMENDATION**

Staff recommends that Governing Body adopt Ordinance No. 2369 adopting the Uniform Public Offense Code edition of 2017 (UPOC) and Ordinance No. 2370 adopting the Standard Traffic Ordinance edition of 2017 (STO) prepared and published by the League of Kansas Municipalities with certain sections amended, deleted and with additional and supplemental sections.

**BACKGROUND**

On an annual basis, the City receives the latest edition of the UPOC and the STO from the League of Kansas Municipalities. The 2017 UPOC and 2017 STO were reviewed against current City ordinances for any discrepancies. Any deletions or additions were reviewed and approved by the City Attorney in consultation with the Police Department. The following addresses changes to the 2017 UPOC and 2017 STO made by the attached ordinances.

**UPOC Ordinance No 2369:**

The Uniform Public Offense Code (“UPOC”), which is published annually by the League of Kansas Municipalities, includes about 100 public offenses which may be prosecuted in municipal courts. Some UPOC provisions have parallel provisions under state law (prosecuted by the District Attorney in state court) and some are local violations only. Prairie Village and Mission Hills have historically adopted the current annual version of the UPOC, with amendments.

**EXPLANATION OF CHANGES TO THE 2017-UPOC PROPOSED IN ORDINANCE NO. 2369 - All changes are consistent with prior versions of the UPOC as adopted by Prairie Village.**

SECTION TWO amends the minimum legal age for the purchase of tobacco products from 18 (UPOC) to 21 (UPOC as amended PV), and the minimum legal age of a buyer for the sale of tobacco products from 18 (UPOC) to 21 (UPOC as amended PV).

SECTIONS THREE AND FOUR add offenses which are not included in the UPOC.

SECTION FIVE adds the offense of possession of firearms while under the influence as a City offense, incorporating the elements of the same offense under state law. The actions described in SECTION FIVE can be charged as either a state violation, prosecuted by the District Attorney, or a municipal court violation, prosecuted by the City Prosecutor. The LKM did not include this offense in the UPOC because it felt that it should be up to individual cities to include or not include as a municipal court violation by amending the UPOC.

SECTION SIX modifies the 2017 UPOC version of the offense of unlawful discharge of firearms to delete exceptions to allow discharge of firearm to take wildlife, to defend against an animal attack, or to allow discharge using blanks (except as noted for ceremonial purposes).

SECTION SEVEN deletes certain UPOC smoking offenses, covered elsewhere in the PV Code, and adds certain offenses not included in the UPOC.

**STO Ordinance No. 2370:**

**EXPLANATION OF CHANGES TO THE 2017 STO PROPOSED IN ORDINANCE NO. 2370 – All changes are consistent with prior versions of the STO as adopted by Prairie Village.**

SECTION ONE: Incorporates 2017 Standard Traffic Ordinance for Kansas Cities and adds language (to include walking, jogging, running) from Prairie Village Municipal Code Ordinance 11-705, DEFINITIONS, PEDESTRIANS to the 2017 Standard Traffic Ordinance for Kansas Cities, Definition of Pedestrians.

SECTION TWO: Establishes Prairie Village Municipal Code 11-602, SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES, which defines traffic offenses slightly more broadly than UPOC and infractions under the Prairie Village Municipal Code.

SECTION THREE: Establishes Prairie Village Municipal Code 11-603, PENALTY FOR SCHEDULED FINES, which establishes fines for offenses or infractions which do not have a penalty section under the 2017 Standard Traffic Ordinance for Kansas Cities or the Prairie Village Municipal Code.

SECTION FOUR: Modifies Article 4, Section 13.1(c) of the STO by allowing Public Works vehicles during snow to possess a traffic control signal device.

SECTION FIVE: Modifies Article 13, Section 107 of the STO by adding language allowing for remote control starts of vehicles.

SECTION SIX: Adds a Sec. 193(1) to Article 19 of the STO which requires driver's license holder to notify the Kansas Department of revenue- motor vehicles of a name or address change within 10 days of such change.

**FUNDING SOURCE**

N/A

**ATTACHMENTS**

Ordinance 2369 - 2017 UPOC  
Summary Changes to 2017 UPOC  
Ordinance 2370 - 2017 STO  
Summary Changes to 2017 STO

**PREPARED BY**

Catherine P. Logan  
City Attorney  
October 11, 2017

**ORDINANCE NO. 2369**

**AN ORDINANCE REGULATING PUBLIC OFFENSES WITH THE CITY OF PRAIRIE VILLAGE, KANSAS; INCORPORATING BY REFERENCE THE “UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES” EDITION OF 2017, WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS; AND REPEALING EXISTING SECTIONS 11-101 THROUGH 11-109 OF ARTICLE 1 OF CHAPTER XI OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, 2003, ENTITLED “PUBLIC OFFENSES & TRAFFIC”.**

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

**SECTION ONE** Article 1 of Chapter XI, Section 11-101 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-101. INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Prairie Village, Kansas, that certain code known as the “Uniform Public Offense Code,” edition of 2017, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such sections as are deleted, modified or supplemented hereby. No fewer than two copies of said Uniform Public Offense Code shall be marked or stamped, “Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas” with such additional sections clearly marked and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

**SECTION TWO**

Article 1 of Chapter XI, Section 11-102 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-102. Article 5 of the Uniform Public Offense Code, edition of 2017 is hereby amended by deleting existing Sections 5.6 and 5.7 and by inserting in place thereof the following:

**Section 5.6 Purchase or Possession of Cigarettes or Tobacco Products**

It shall be unlawful for any person:

- (a) Who is under 21 years of age to purchase or attempt to purchase cigarettes, electronic cigarettes, liquid nicotine or tobacco products; or
- (b) Who is under 18 years of age to possess or attempt to possess cigarettes, electronic cigarettes, liquid nicotine or tobacco products. (K.S.A. 79-3321:3322, as amended).
- (c) For the purposes of this Section, the terms are defined in K.S.A. 79-3301 and amendments thereto, except liquid nicotine which is the active ingredient of the tobacco plant (nicotine) in liquefied

form suitable for the induction of nicotine, whether by nasal spray, ingestion, smoking or other means, into the human body.

Violation of this section shall be an ordinance cigarette or tobacco infraction for which the fine shall be a minimum of \$25 and a maximum of \$100. In addition, the judge may require a person charged with violating this section to appear in court and/or may require completion of a tobacco education program.”

**Section 5.7 Selling, Giving or Furnishing Cigarettes or Tobacco Products to a Minor.**

(a) It shall be unlawful for any person, directly or indirectly, to:

(1) Sell, furnish or distribute cigarettes, electronic cigarettes, liquid nicotine or tobacco products to any person under 21 years of age; or

(2) Buy any cigarettes, electronic cigarettes, liquid nicotine or tobacco products for any person under 21 years of age.

(b) It shall be a defense to a prosecution under this section if:

(1) The defendant is a licensed retail dealer, or employee thereof, or a person authorized by law to distribute samples;

(2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, liquid nicotine or tobacco products to the person under 21 years of age with reasonable cause to believe the person was of legal age to purchase or receive cigarettes, electronic cigarettes, liquid nicotine or tobacco products; and

(3) To purchase or receive the cigarettes, electronic cigarettes, liquid nicotine or tobacco products, the person under 21 years of age exhibited to the defendant a driver’s license, Kansas non driver’s identification card or other official or apparently official document containing a photograph of the person and purporting to establish that the person was of legal age to purchase or receive cigarettes, electronic cigarettes, liquid nicotine or tobacco products.

(4) For purposes of this section the person who violates this section shall be the individual directly selling, furnishing or distributing the cigarettes, electronic cigarettes, or tobacco products to any person under 21 years of age or the retail dealer who has actual knowledge of such selling, furnishing or distributing by such individual or both.

(c) It shall be a defense to a prosecution under this subsection if:

(1) The defendant engages in the lawful sale, furnishing or distribution of cigarettes, electronic cigarettes, or tobacco products by mail; and

(2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, or tobacco products to the person by mail only after the person had provided to the defendant an unsworn declaration, conforming to K.S.A. 53- 601 and amendments thereto, that the person was 21 or more years of age.

(d) For the purposes of this Section, the terms are defined in K.S.A. 79-3301 and amendments thereto, except liquid nicotine which is the active ingredient of the tobacco plant (nicotine) in liquefied form suitable for the induction of nicotine, whether by nasal spray, ingestion, smoking or other means, into the human body.

(e) As used in this section, “sale” means any transfer of title or possession or both, exchange, barter, distribution or gift of cigarettes or tobacco products, with or without consideration. (K.S.A. Supp. 79-3302, 79-3321:79-3322).

Violation of this section shall constitute a Class B violation punishable by a minimum fine of \$200.

### **SECTION THREE**

Article 1 of Chapter XI, Section 11-104 of the Code of the City of Prarie Village is hereby amended to read as follows:

11.104. Article 6 of the Uniform Public Offense Code is hereby supplemented to add the following provisions:

#### **Section 6.26 Unlawful Posting of Pictures and Advertisements**

- (a) Unlawful posting of pictures and advertisements is:
- (1) The putting up, affixing or fastening of either or both to a traffic control device or traffic control standard or telegraph, telephone, electric light, power or other utility pole, but it is not unlawful to affix official traffic control devices to such poles; or
  - (2) The placement of either or both on public property other than as prescribed in subdivision 3 of this subsection;
  - (3) The placement of either or both on right-of-way without the consent of the landowner or the person in possession whose land lies along the right-of-way where such picture or advertisement is placed; or
  - (4) The placement of either on private property without the consent of the landowner or the person in possession of such property.
- (b) It is unlawful for any person within the city limits to tack, paste, paint, hang or place in any manner whatsoever, or cause to be tacked, posted, hung, or placed in any manner whatsoever, any handbills, dodgers, signs, or advertisements, written or unwritten, or printed matter, to or upon any telephone or telephone pole, sidewalk, or building in the city, or to throw, scatter or cause to be thrown or scattered, any handbills, dodgers or other advertisements or propaganda, or of written or printed matter or paper of any kind upon any street, alley, sidewalk, vacant lot, city property, or yard within the city limits.

Unlawful posting of pictures and advertisements is a Class C violation.

**Section 6.27 Opening, Damaging or Removing Coin-Operated Machines**

Opening, damaging or removing coin-operated machines is willfully and knowingly opening, removing or damaging any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services or any part thereof, with intent to commit theft.

Violation of this section is a Class A violation.

**Section 6.28 Possession of Tools for Opening, Damaging or Removing Coin-Operated Machines**

Possession of tools for opening, damaging or removing coin-operated machines is the possession of any key, tool, instrument or other device, or any drawing, print or mold of a key or other device or any explosive specifically designed for or suitable for the use in opening or breaking into any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services with intent to commit theft.

Violation of this section is a Class B violation.

**SECTION FOUR**

Article 1 of Chapter XI, Section 11-105 of the Code of the City of Prarie Village is hereby amended to read as follows:

11.105. Article 9 of the Uniform Public Offense Code is hereby supplemented to add the following provisions:

**Section 9.14 Loitering**

(a) Loitering is loafing, wandering, standing or remaining idle, either alone or in concert with others, in a public place in such manner so as to:

(1) Obstruct any public street, public highway, public sidewalk or public building or any other place of public access by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic or pedestrians;

(2) Committing in or upon any public street, public highway, public sidewalk or public building or any other place of public access any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or public building or any other place of public access, all of which prevents the free and uninterrupted ingress, egress and regress therein, thereon and thereto.

(b) When any person causes or commits any of the conditions enumerated in this section, a law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such order is guilty of a violation of this section.

Violation of this section is a Class C violation.



**Section 9.15 Unsolicited Publications -- Penalty**

- (a) No person shall either directly or indirectly place or deposit or cause to be placed or deposited, upon any building or structures used for human abode, including the lot or lots upon which the structure is located or upon any right-of-way or city property within the city, any newspaper, magazine, publication or any other printed material if the owner or occupant of the structure has previously requested in writing that the publisher or deliverer of the material not place or deposit the material on the structure or lot.
- (b) Exceptions. The provisions of this section shall not apply to distributions made through the U.S. Postal Service or any other private postal service.
- (c) Penalties. Any person who violates the provisions of this section shall, upon conviction thereof, be punished for each such violation by a fine not exceeding \$100 for each such violation.

**Section 9.16 Residential Picketing**

It is unlawful for any person to engage in picketing before or about the residence or dwelling of any individual in the city or before or about any church in the city.

Every person convicted of violating this section shall be imprisoned for not more than one year or fined not more than \$2,500 or by both such fine and imprisonment, provided that any person convicted of a second or subsequent conviction shall be required to be confined to not less than five consecutive days in the county jail in addition to any penalty assessed, which period of imprisonment shall not be suspended nor the defendant placed on probation until the five consecutive days are served.

**SECTION FIVE**

Article 1 of Chapter XI, Section 11-106 of the Code of the City of Prarie Village is hereby amended to read as follows:

11-106. Article 10 of the Uniform Public Offense Code, edition of 2017 is hereby supplemented to add the following:

**10.3.1. Possession of a Firearm While Under the Influence**

- (a) Possession of a firearm under the influence is knowingly possessing or carrying a loaded firearm on or about such person, or within such person's immediate access and control while in a vehicle, while under the influence of alcohol or drugs, or both, to such a degree as to render such person incapable of safely operating a firearm.
- (b) Possession of a firearm under the influence is a class A nonperson misdemeanor.
- (c) This section shall not apply to:
  - (1) A person who possesses or carries a firearm while in such person's own dwelling or place of business or on land owned or possessed by such person; or
  - (2) the transitory possession or use of a firearm during an act committed in self-defense or in defense of another person or any other act committed if legally justified or excused, provided such possession or use lasts no longer than is immediately necessary.

(d) If probable cause exists for a law enforcement officer to believe a person is in possession of a firearm under the influence of alcohol or drugs, or both, such law enforcement officer shall request such person submit to one or more tests of the person's blood, breath, urine or other bodily substance to determine the presence of alcohol or drugs. The selection of the test or tests shall be made by the officer.

(e) (1) If a law enforcement officer requests a person to submit to a test of blood under this section, the withdrawal of blood at the direction of the officer may be performed only by:

(A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;

(B) a registered nurse or a licensed practical nurse;

(C) any qualified medical technician, including, but not limited to, an emergency medical technician-intermediate, mobile intensive care technician, an emergency medical technician-intermediate/defibrillator, an advanced emergency medical technician or a paramedic, as those terms are defined in K.S.A. 65-6112, and amendments thereto, authorized by medical protocol; or

(D) a phlebotomist.

(2) A law enforcement officer may direct a medical professional described in this subsection to draw a sample of blood from a person if the person has given consent or upon meeting the requirements of subsection (d).

(3) When so directed by a law enforcement officer through a written statement, the medical professional shall withdraw the sample as soon as practical and shall deliver the sample to the law enforcement officer or another law enforcement officer as directed by the requesting law enforcement officer as soon as practical, provided the collection of the sample does not jeopardize the person's life, cause serious injury to the person or seriously impede the person's medical assessment, care or treatment. The medical professional authorized herein to withdraw the blood and the medical care facility where the blood is drawn may act on good faith that the requirements have been met for directing the withdrawing of blood once presented with the written statement provided for under this subsection. The medical professional shall not require the person to sign any additional consent or waiver form. In such a case, the person authorized to withdraw blood and the medical care facility shall not be liable in any action alleging lack of consent or lack of informed consent.

(4) Such sample or samples shall be an independent sample and not be a portion of a sample collected for medical purposes. The person collecting the blood sample shall complete the collection portion of a document provided by law enforcement.

(5) If a sample is to be taken under authority of a search warrant, and the person must be restrained to collect the sample pursuant to this section, law enforcement shall be responsible for applying any such restraint utilizing acceptable law enforcement restraint practices. The restraint shall be effective in controlling the person in a manner not to jeopardize the person's safety or that of the medical professional or attending medical or health care staff during the drawing of the sample and without interfering with medical treatment.

(6) A law enforcement officer may request a urine sample upon meeting the requirements of subsection (d).

(7) If a law enforcement officer requests a person to submit to a test of urine under this section, the collection of the urine sample shall be supervised by:

(A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;

(B) a registered nurse or a licensed practical nurse; or

(C) a law enforcement officer of the same sex as the person being tested.

The collection of the urine sample shall be conducted out of the view of any person other than the persons supervising the collection of the sample and the person being tested, unless the right to privacy is waived by the person being tested. When possible, the supervising person shall be a law enforcement officer. The results of qualitative testing for drug presence shall be admissible in evidence and questions of accuracy or reliability shall go to the weight rather than the admissibility of the evidence. If the person is medically unable to provide a urine sample in such manner due to the injuries or treatment of the injuries, the same authorization and procedure as used for the collection of blood in paragraphs (2) and (3) shall apply to the collection of a urine sample.

(8) The person performing or assisting in the performance of any such test and the law enforcement officer requesting any such test who is acting in accordance with this section shall not be liable in any civil and criminal proceeding involving the action.

(f) (1) The person's refusal shall be admissible in evidence against the person at any trial on a charge arising out of possession of a firearm under the influence of alcohol or drugs, or both.

(2) Failure of a person to provide an adequate breath sample or samples as directed shall constitute a refusal unless the person shows that the failure was due to physical inability caused by a medical condition unrelated to any ingested alcohol or drugs.

(3) In any criminal prosecution for a violation of this section, if the court finds that a person refused to submit to testing when requested pursuant to this section, the county or district attorney, upon petition to the court, may recover on behalf of the state, in addition to the criminal penalties provided in this section, a civil penalty not exceeding \$ 1,000 for each violation.

(g) If a person who holds a valid license to carry a concealed handgun issued pursuant to K.S.A. 2013 Supp. 75-7c01 et seq., and amendments thereto, is convicted of a violation of this section, such person's license to carry a concealed handgun shall be revoked for a minimum of one year for a first offense and three years for a second or subsequent offense.

(h) In any criminal prosecution for possession of a firearm under the influence of alcohol or drugs, or both, evidence of the concentration of alcohol or drugs in the defendant's blood, urine, breath or other bodily substance may be admitted and shall give rise to the following:

(1) If the alcohol concentration is less than .08, that fact may be considered with other competent evidence to determine if the defendant was under the influence of alcohol or drugs, or both.

(2) If the alcohol concentration is .08 or more, it shall be prima facie evidence that the defendant was under the influence of alcohol.

(3) If there was present in the defendant's bodily substance any narcotic, hypnotic, somnifacient, stimulating or other drug which has the capacity to render the defendant

incapacitated, that fact may be considered to determine if the defendant was under the influence of alcohol or drugs, or both.

(i) The provisions of subsection (h) shall not be construed as limiting the introduction of any other competent evidence bearing upon the question of whether or not the defendant was under the influence of alcohol or drugs, or both.

(j) Upon the request of any person submitting to testing under this section, a report of the results of the testing shall be made available to such person. (2013 HB 2578, Section 6)

## **SECTION SIX**

Article 1 of Chapter XI, Section 11-107 of the Code of the City of Prairie Village is hereby amended to read as follows:

11.107. Article 10 of the Uniform Public Offense Code, edition of 2017 is hereby amended by deleting existing Section 10.5 and by inserting in place thereof the following:

### **10.5 UNLAWFUL DISCHARGE OF FIREARMS.**

(a) Unlawful discharge of firearms is the discharging or firing of any gun, rifle, pistol, revolver or other firearm within the city.

(b) This section shall not be construed to apply:

(1) If the firearm is discharged in the lawful defense of one's person, another person or one's property;

(2) To the discharge of firearms by any duly authorized law enforcement officer when necessary in the discharge of his or her official duties;

(3) To the discharge of firearms in any licensed shooting gallery or licensed shooting range; or

(4) To firing squads for ceremonials as approved by the Chief of Police.

Unlawful discharge of firearms is a Class B violation. (KSA 21-6308a)

## **SECTION SEVEN**

Article 1 of Chapter XI, Section 11-108 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-108. Article 10 of the Uniform Public Offense Code is hereby amended to delete sections 10.24, Smoking Prohibited, 10.25, Smoking-Posted Premises and 10.26, Smoking Prohibited-Penalties and supplemented to add the following provisions:

### **Section 10.27 Intoxicating Liquor and Cereal Malt Beverage -- Consumption and Possession of Open Containers Prohibited at Certain Places**

It is unlawful for any person to drink, consume, or possess an open container of alcoholic liquor or cereal malt beverage upon the public streets, alleys, roads or highways, or upon property owned by the City.

(a) The provisions of this section shall not apply to the consumption or possession of alcoholic liquor or cereal malt beverage upon property owned by the city and operated as the Prairie Village Community Center; provided further, that no person

shall possess or consume any alcoholic liquor or cereal malt beverage at the Prairie Village Community Center unless:

- (1) That person is in attendance at an event or a function for which permit authorizing the serving and consumption of liquor and beer has been previously issued by the city, and
- (2) The liquor or beer being consumed has been provided by the individual, person, or organization to which the permit has been issued.

Violation of this section is a Class C violation.

**Section 10.28 Drunkenness**

It is unlawful for any person to be drunk on any highway, street or in any public place or building in the city.

Violation of this section is a Class B violation.

**Section 10.29 Impersonating an Officer**

It is unlawful for any person to exercise or to assume to exercise any of the powers conferred upon any police officer, or to represent himself or herself to be any such officer, or to possess the power and authority thereof, unless such person is a duly authorized officer of the law.

Violation of this section is a Class B violation.

**Section 10.30 Vehicles in City Parks**

It is unlawful to run, stand or park any motor vehicle or motorized bicycle through or across or over any part of any city park, other than roadways or parking areas so designated.

Violation of this section is a Class C violation.

**Section 10.31 Smoking on Common Carrier Buses -- Penalty**

- (a) No person shall smoke or carry in his or her hand a lighted cigar, cigarette or pipe, while in or upon any motorbus operated in common carrier passenger service upon the streets or public ways of the city.
- (b) Any person who shall violate any of the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$5 nor more than \$100.

**Section 10.32 Public Urination or Defecation**

No person shall urinate or defecate in any place open to the public or while exposed to public view, except while using appropriate fixtures in a restroom or other facility designed for the sanitary disposal of human waste.

Violation of this section is a Class C violation.

**Section 10.33 Public Nudity**

No person shall knowingly or intentionally appear in a state of nudity in a public place. Nudity is defined as the showing of the human male or female genitals, pubic area or buttocks with less than a full opaque covering; the showing of the female breast with less than a full opaque covering of any portion thereof below the top of the nipple; or the depiction of covered male genitals in a discernible state of sexual arousal.

Violation of this section is a Class A violation.

**SECTION EIGHT**

Article 1 of Chapter XI, Section 11-109 of the Code of the City of Prarie Village is hereby added to read as follows:

**11-109.** Article 11 of the Uniform Public Offense Code is hereby supplemented to add the following provisions:

**Section 11.13 Window Peeping**

Window peeping is the going upon property owned or occupied by another without such person’s consent for the purpose of looking into any window, door, skylight or other opening into a house, room or building.

Violation of this section is a Class A violation.

**SECTION NINE**

Article 1 of Chapter XI, Sections 11-101 through 11-109 of the Code of the City of Prarie Village are hereby repealed.

**SECTION TEN**

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

**PASSED AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2017**

\_\_\_\_\_  
Laura Wassmer, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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Joyce Hagen Mundy, City Clerk

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Catherine P. Logan, City Attorney

## CHANGES IN UNIFORM PUBLIC OFFENSE CODE FOR 2017

The following represent the changes in the Uniform Public Offense Code from the 2016 edition to the 2017 edition (other than technical corrections and nonsubstantive changes).

**Section 3.1.1. Domestic Battery** (amended by Senate Bill 112 amending K.S.A. 21-5414). Adds to the offense (in addition to family or household member) causing harm or physical contact to a person with whom the offender has a *dating* relationship, defined as “a social relationship of a romantic nature.”

**Section 3.8.1 Violation of a Protective Order** (amended by House Substitute for Senate Bill 101 amending K.S.A. 21-5924) The amendment adds to the offense: violation of a protection from *sexual assault* order...

**Section 4.5 Buying Sexual Relations** (amended by House Substitute for Senate Bill 40 amending K.S.A. 21-6421). The amendment specifies that the fine for a person convicted is not less than \$1,200 nor more than \$2,500, and that one-half of each fine is to be remitted to the human trafficking victim assistance fund.<sup>1</sup> Previously all fines were to be remitted to the fund.

**Section 4.5.1 Unlawful Use of a Communications Facility** (new section added by House Substitute for Senate Bill 40)

Sec. 4.5.1. Unlawful Use Of A Communication Facility.

(a) It shall be unlawful for any person to knowingly or intentionally use any communication facility in committing, causing, or facilitating the commission of any misdemeanor under Section 4.5, or in any attempt to commit, any conspiracy to commit, or any criminal solicitation of any misdemeanor under Section 4.5.

(b) Violation of this section is a class A violation.

(c) As used in this section, communication facility means any and all public and private instrumentalities used or useful in the transmission of writing, signs, signals, pictures or sounds of all kinds and includes telephone, wire, radio, computer, computer networks, beepers, pagers and all other means of communication.

(d) It shall be an affirmative defense to any prosecution under this section that the defendant committed the violation of this section because such defendant was subject to human trafficking or aggravated human trafficking, as defined by K.S.A. 21-5426, and amendments thereto, or commercial sexual exploitation of a child, as defined by K.S.A. 21-6422, and amendments thereto. (House Substitute for SB 40, new section 1, 2017)

Each separate use of a communication facility may be charged as a separate offense under this section.



**Section 10.2 Drawing a Weapon Upon Another.** This section was deleted. In the opinion of the Police Department, the offense described by the deleted section (“drawing of a pistol, revolver, knife or other deadly weapon upon another person by a person not an officer of the law in execution of his or her duty”) would be included in the felony offense of aggravated assault and should be prosecuted as such under state law.

**Sec. 10.27 Illegal Operation Of An Amusement Ride** (new section added by House Substitute for Senate Bill 70 and House Substitute for Senate Bill 86)

(a) On and after January 1, 2018 it shall be unlawful for an owner or operator of an amusement ride, as defined in K.S.A. 44-1601 and amendments thereto, to knowingly operate, or cause to be operated, any amusement ride without a valid permit issued by the State of Kansas.

(b) Violation of this section is a Class B violation. (K.S.A. Supp. 44-1610).

**Section 11.11 Cruelty to Animals** (amended by SB 112 amending K.S.A. 21-6412). This section is amended by providing that if a person is adjudicated guilty of crime of cruelty to animals, the animal *shall not* be returned to or remain with the person. Previously this section required the court having jurisdiction over the offense to determine that the animal would be in the future subjected to such crime before preventing the animal from being returned or remaining with the person adjudicated guilty.

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<sup>i</sup> There is hereby established in the state treasury the human trafficking victim assistance fund. All moneys credited to such fund shall be used to pay for the training authorized by K.S.A. 2013 Supp. 75-756, and amendments thereto, and to support care, treatment and other services for victims of human trafficking and commercial sexual exploitation of a child. All expenditures from such fund shall be made in accordance with appropriation acts, upon warrants of the director of accounts and reports issued pursuant to vouchers approved by the attorney general or the attorney general’s designee.

**ORDINANCE NO. 2370**

**AN ORDINANCE REGULATING TRAFFIC WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS; INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," EDITION OF 2017; WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS; AMENDING AND REPEALING EXISTING SECTIONS 11-601 THROUGH 11-606 OF ARTICLE 6 OF CHAPTER XI OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, 2003, ENTITLED "STANDARD TRAFFIC ORDINANCE".**

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

**SECTION ONE**

Article 6 of Chapter XI, Section 11-601 of the Code of the City of Prairie Village is hereby amended to read as follows:

**11-601. INCORPORATING STANDARD TRAFFIC ORDINANCE AND ADDING A SUBSECTION TO THE DEFINITION OF PEDESTRIAN**

A. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Prairie Village, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2017, prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. Not less than two copies of said standard ordinance shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, municipal judges and all administrative departments of the city charged with the enforcement of the ordinances shall be supplied, at the cost of the city, such number of official copies of such "Standard Traffic Ordinance" similarly marked, deleted and changed as may be deemed expedient.

B. Article 1, Section 1, DEFINITIONS, "Pedestrian" of the Standard Traffic Ordinance for Kansas Cities, Edition of 2017, is hereby amended by adding the following subsection (d) to the definition of "Pedestrian":

(d) The term pedestrian includes individuals who are walking, jogging or running within the city limits of Prairie Village, Kansas. When this article requires that pedestrians walk in a certain fashion, the term walk shall be defined to include the acts of running and jogging.

## **SECTION TWO**

Article 6 of Chapter XI, Section 11-602 of the Code of the City of Prarie Village is hereby adopted to read as follows:

### **11-602. SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.**

(a) An ordinance traffic infraction is a violation of any section of this article that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. Supp. 8-2118.

(b) All traffic violations which are included within this article, and which are not ordinance traffic infractions as defined in subsection (a) of this section, shall be considered traffic offenses.

## **SECTION THREE**

Article 6 of Chapter XI, Section 11-603 of the Code of the City of Prarie Village is hereby adopted to read as follows:

### **11-603. PENALTY FOR SCHEDULED FINES.**

(a) The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judges establish a fine in a fine schedule shall not be more than \$500. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$500.

(b) Every person convicted of a violation of any of the provisions of this ordinance for which another penalty is not provided by this ordinance or by the schedule of fines established by the judge of the municipal court shall be punished for first conviction thereof by a fine of not more than \$500 or by imprisonment for not more than one month or by both such fine and imprisonment; for a second such conviction within one year thereafter that person shall be punished by a fine of not more than \$1,000 or by imprisonment for not more than six months or both such fine and imprisonment; upon a third or subsequent conviction within one year after the first conviction such person shall be punished by a fine of not more than \$2,500 or by imprisonment for not more than one year or by both such fine and imprisonment. (K.S.A. 8-2116; K.S.A. 21-4503; K.S.A. 21-4503a).

**SECTION FOUR**

Article 6 of Chapter XI, Section 11-604 of the Code of the City of Prarie Village is hereby adopted to read as follows:

**11-604. TRAFFIC CONTROL SIGNAL PREEMPTION DEVICES**

Article 4, Section 13.1(c) of the Standard Traffic Ordinance for Kansas Cities, Edition of 2017, is hereby amended by deleting and replacing subsection (c) with the following:

“(c) The provisions of this section shall not apply to the operator, passenger, or owner of any of the following authorized emergency or public works vehicles, in the course of such person’s emergency or public safety duties:

- (1) Publicly owned fire department vehicles
- (2) Publicly owned police vehicles
- (3) Motor vehicles operated by ambulance services permitted by the emergency medical services board; or
- (4) Publicly owned public works vehicles during snow removal operations.”

**SECTION FIVE**

Article 6 of Chapter XI, Section 11-605 of the Code of the City of Prarie Village is hereby amended to read as follows:

**11-605. UNATTENDED MOTOR VEHICLE.**

Article 13, Section 107 of the Standard Traffic Ordinance for Kansas Cities, Edition of 2017, is hereby amended to read as follows:

“**Sec. 107. Unattended Vehicles.** No person either operating or in charge of a motor vehicle shall leave the vehicle unattended and unlocked on either a public or private area within the City unless the ignition of such vehicle is in the locked position, the keys are removed from the ignition and effectively setting the brake thereon and, when standing upon any grade, turning the front wheels to the curb or side of the highway. These provisions shall not apply if the windows are closed and the doors locked or the vehicle is in a closed and secure building or when an engine has been activated by a remote starter system when the keys are not in the motor vehicle. A vehicle shall be presumed unattended if the owner or person in charge of the vehicle is not in the vehicle or is not in the immediate vicinity so as to have direct control or access to the vehicle.”

**SECTION SIX**

Article 6 of Chapter XI, Section 11-606 of the Code of the City of Prarie Village is hereby amended to read as follows:

**11-606. DRIVER’S LICENSE NOTICE OF CHANGE OF ADDRESS OR NAME:**

Article 19, Sec. 193 of the Standard Traffic Ordinance for Kansas Cities, Edition of 2017, is hereby amended by adding Sec. 193(1) to read as follows:

**“Sec. 193(1) Driver’s License Notice of Change of Address or Name.** Whenever any person, after applying for or receiving a driver’s license shall move from the mailing address or residence address named in such application or in the driver’s license issued to such person, or when the name of the licensee is changed by marriage or otherwise, such person, within ten (10) days thereafter, shall notify the Kansas Department of Revenue motor vehicles division in writing of such person’s old and new mailing and / or residence address and / or of such former and new name(s) and the driver’s license number of such person.”

**SECTION SEVEN**

Article 1 of Chapter XI, Sections 11-601 through 11-606 of the Code of the City of Prairie Village are hereby repealed.

**SECTION EIGHT**

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

**PASSED AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2017.**

\_\_\_\_\_  
Laura Wassmer, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

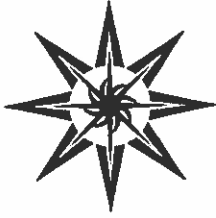
\_\_\_\_\_  
Joyce Hagen Mundy, City Clerk

\_\_\_\_\_  
Catherine P. Logan, City Attorney

## **Summary of Changes in 2017 STO**

**Section 133. Lamps and Other Equipment on Bicycles.** (Amended by HB 2170) Amends K.S.A. 8-1592 to require that bicycles used between sunset and sunrise have either red reflector or red light or rider wear a device that emits a red or amber light visible certain specified distances from the rear.

**Section 182.1 Seat Belts.** During the most recent legislative session, SB No. 89 was adopted to become law effective July 1, 2017, including a provision which amends the fine for persons 18 or older failing to wear seat belts from \$10 to \$30. The additional \$20 fine is required to be paid to a Seat Belt Safety Fund of the State of Kansas established by the bill. (note PV amended the 2016 STO in July to incorporate this provision in the 2016 STO. It is now in the 2017 STO.



**MAYOR**

**Council Meeting Date: October 16, 2017  
CONSENT AGENDA**

**Consider Appointments to the Prairie Village Tree Board**

**RECOMMENDATION**

Mayor Wassmer requests Council ratification of the appointments of Pamela Jorgensen and Ellie Green to the Prairie Village Tree Board.

**BACKGROUND**

Pamela Jorgensen is a recent graduate of UMKC Law School with an emphasis in Urban and Land Use Law seeking to become involved in this area. She has attended a Tree Board meeting and is interested in joining the Board. She complete the unexpired term of Tucker Poling that will end in January, 2018.

Ellie Green is a junior at Shawnee Mission East who works with her family maintaining the traffic islands at Reeds and Tomahawk. She will join as a student representative with her term expiring in January, 2018.

**ATTACHMENTS**

Volunteer Applications

**PREPARED BY**

Joyce Hagen Mundy  
City Clerk

Date: October 11, 2017

A new entry to a form/survey has been submitted.

**Form Name:** Volunteer Application  
**Date & Time:** 03/24/2017 9:25 AM  
**Response #:** 53  
**Submitter ID:** 8167  
**IP address:** 76.92.249.19  
**Time to complete:** 5 min. , 35 sec.

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**Survey Details**

Page 1

**Volunteer Information**

**Name**

Pamela Nagel Jorgensen

**Address**

**Zip**

66208

**Email**

**Home Phone**

**Work Phone**

Not answered

**Other Phone**

Not answered

**Business Affiliation**

Not answered

**Business Address**

Not answered

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## Select Ward

Click for [map](#)

(o) 2

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

- Park and Recreation
- Planning Commission/Board of Zoning Appeals
- Tree Board

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## Background

**Please tell us about yourself, listing any special skills or experiences you have.**

I am a recent graduate from UMKC Law School with an emphasis in Urban and Land Use Law. I would like to be involved in my community using my interests in this area.

When my son was attending SME, I was the chair of the boys lacrosse banquet. I was also chair of Belinder's yearbook, was a Girls on the Run Coach, and held other leadership roles at Belinder.

While in law school, I was president of our honors legal fraternity and was elected to student government.

A new entry to a form/survey has been submitted.

**Form Name:** Volunteer Application  
**Date & Time:** 03/16/2017 3:15 PM  
**Response #:** 43  
**Submitter ID:** 8138  
**IP address:** 70.195.12.121  
**Time to complete:** 15 min. , 13 sec.

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**Survey Details**

Page 1

**Volunteer Information**

**Name**

Ellie Green

**Address**

**Zip**

66208

**Email**

**Home Phone**

**Work Phone**

**Other Phone**

Not answered

**Business Affiliation**

SM East

**Business Address**

7500 Mission Rd

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## Select Ward

Click for [map](#)

(0) 2

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

Environment/Recycle

Tree Board

## Background

**Please tell us about yourself, listing any special skills or experiences you have.**

I am a junior at SM East in the IB program. I work with my family on the traffic islands at Reeds and Tomahawk also at Nall and Tomahawk. I would like to know more about recycling and the environment on a community scale eventually growing to a national and perhaps a worldview. If opportunity is available on the two committees I listed my parents can bring me to the meetings otherwise may I be considered for other committees. Thank you.



## COUNCIL COMMITTEE

Council Committee Meeting Date: October 16, 2017

City Council Meeting Date: October 16, 2017

COU 2017-41

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

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### SUGGESTED MOTION

Move that the Committee renew the following insurance plans and rates as presented for 2018 coverage year: United Health Care as the City's health insurance provider, Delta Dental of Kansas City as the City's dental insurance provider, and Superior Vision as the City's vision insurance provider.

### BACKGROUND

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

This year's renewal rates are a 3.25% increase due to mandatory Affordable Care Act (ACA) taxes and fees. The City currently contracts with United Healthcare (UHC) for its employee health insurance plans. The plan year ends in December and consequently, renewals were sought from UHC for the 2018 plan year. The renewal is based on the claims incurred by plan participants over the twelve month period of July 2016 - July 2017; the City's loss ratio for the first half of 2017 was 52.3%.

The City employees and their dependents are to be commended for their healthy living and efforts to reduce health insurance costs. The efforts are reflected in the loss ratio and renewal rate.

As part of the ACA there are taxes and fees that insurance providers are required to pay; these fees are passed on to the clients through premiums. The total percentage cost due to taxes and fees are a 3.25% increase.

#### ACA Taxes/Fees

- 1) Health Insurance Excise Tax: 3.25% of premium
- 2) PCOR Fee: \$2.34 per member, per year

Due to IRS regulations, there will be an increase in the deductible on the QHDHP in order to maintain an embedded status. If the deductible is not embedded then anyone on the plan with at least one person would be exposed to the full family deductible and Out of Pocket Maximum. The new deductible will change from \$2,600 to \$2,700 for individuals and from \$5,200 to \$5,400 for a family. The out-of-pocket maximums will not change.

Employees that participate in a Health Risk Assessment (HRA) or biometric screening are eligible to receive incentives, a value of up to \$200. The City continues to recommend that the differential for tobacco users covered on the City's health insurance plan (employee or dependent) continue in 2018. Those individuals who do use tobacco products (cigarettes, pipes, chewing tobacco, cigars, etc.) more than once per week will be assessed \$20 in their monthly premium costs. If a covered individual quits using tobacco product(s) then they will be eligible to begin receiving the monthly premium discount.

Delta Dental of Kansas, the City's dental insurance provider, has agreed to renew the dental plans for 2018 with 0% increase.

The City's vision insurance provider, Superior Vision, also has agreed to renew the vision plan for a 0% increase in the premium for 2018. This plan is in a rate guarantee until 2020.

## **RENEWAL HISTORY**

5/15/17: As a result of the compensation and benefits study, the Governing Body approved the family plan contribution increase from 75% to 80%.

1/1/17: A Request for Proposal for medical carriers was completed. The carriers reviewed were Blue Cross Blue Shield of KC, Humana, Midwest Public Risk, and United Healthcare (UHC). Blue KC offered the renewal at 22.8%. UHC was chosen as the new medical carrier with a 6% increase in premiums.

1/1/16: Renewed at 9% after starting out at 14%. Co-pays were increased as well as the PPO deductible, HMO OOP maximum and drug co-pays. There was no access to claims experience due to dropping below 100 subscribers.

1/1/15: Originally Blue KC offered a renewal of 10.2%. After moving the QHDHP to another network and increasing the deductible and OOP maximum, the renewal was decreased to 2.2% blended across all plans.

## **FUNDING SOURCE**

Employee insurance premiums are funded with the General Fund. The 2018 budget anticipated an increase in City premium contributions of 10%. The renewal rates of 3.25%, 0%, and 0% for the health, dental, and vision plans, fit within the budgeted funds. The health 2018 renewal of \$1,227,424 is \$32,927 less than the 2018 budgeted amount of \$1,260,351. [funding represents fully staffed]

The following table explains the separation of costs between employee/employer monthly contributions. More detailed explanation is available in the attached medical benefits comparison.

2018 UHC - Monthly Amounts					
BASE	Total	% City Pays	City	EE	EE w/o HRA
Employee Only	\$503.39	100%	\$503.39	\$0.00	\$20.00
Employee + 1	\$1,218.39	83%	\$1,011.26	\$207.13	\$227.13
Family	\$1,795.59	80%	\$1,436.47	\$359.12	\$379.12

**ATTACHMENTS**

- Medical Benefits Comparison
- 

Prepared By:  
 Amy Hunt  
 Human Resources Manager  
 Date: October 11, 2017

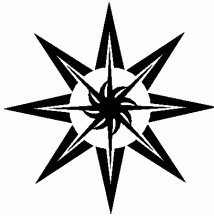


# City of Prairie Village United Healthcare Effective January 1, 2018

MEDICAL			United Healthcare		United Healthcare	
Carrier Website			www.UHC.com		www.UHC.com	
Plan Type			QHHP Choice Plus POS		Base Plan Choice Plus POS	
Annual Deductible (calendar year) <sup>(1)</sup>			In Network		In Network Only	
Individual			\$2,600	\$2,700	N/A	\$5,000
Family			\$5,200	\$5,400	N/A	\$10,000
Coinsurance			10%		30%	
Member Pays			30%		40%	
Maximum Out-of-Pocket (calendar year) <sup>(2)</sup>			Individual		Individual	
Family			\$3,000	\$6,000	\$5,500	\$10,000
Physician Services			\$0		\$0	
Preventive Care			Deductible then 10%		Deductible then 30%	
Office Visits			Deductible then 10%		Deductible then 30%	
Diagnostic (Non-routine) X-Ray			Deductible then 10%		Deductible then 30%	
Routine Eye Exam (every year)			Not covered		Not covered	
Chiropractic Services (unlimited visits)			Deductible then 10%		Deductible then 30%	
Urgent Care Center			Deductible then 10%		Deductible then 30%	
Hospital Services			Deductible then 10%		Deductible then 30%	
Inpatient Care			Deductible then 10%		Deductible then 30%	
Outpatient Surgery and Services			Deductible then 10%		Deductible then 30%	
High Tech Diagnostics			Deductible then 10%		Deductible then 30%	
Ambulance			Deductible then 10%		Deductible then 30%	
Emergency Room			Deductible then 10%		Deductible then 30%	
Prescription Drugs			Deductible then \$10		Deductible then \$10	
Level 1			Deductible then \$35		Deductible then \$35	
Level 2			Deductible then \$60		Deductible then \$60	
Level 3			2.5x Copays after Deductible		2.5x Copays	
Mail Order (90 Day Supply)			31% of Membership		69% of Membership	
Rates			31% of Membership		69% of Membership	
MONTHLY RATES			Current		Current	
Employee Only			\$422.53	\$434.76	\$487.60	\$503.39
Employee + One			\$1,022.68	\$1,052.28	\$1,180.17	\$1,218.39
Employee + Family			\$1,507.16	\$1,550.78	\$1,739.26	\$1,795.59
TOTAL MEMBERSHIP			31		100	
Employee Contributions			Current		Current	
MONTHLY RATES			Renewal		Renewal	
Employee Only			(\$65.07)	(\$69.63)	\$0.00	\$0.00
Employee + One			\$43.14	\$41.02	\$200.63	\$207.13
Employee + Family			\$202.72	\$114.31	\$434.82	\$359.12
Employer Contributions			Current		Current	
MONTHLY RATES			Renewal		Renewal	
Employee Only			\$487.60	\$503.39	\$487.60	\$503.39
Employee + One			\$979.54	\$1,011.26	\$979.54	\$1,011.26
Employee + Family			\$1,304.45	\$1,436.47	\$1,304.45	\$1,436.47

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

(1) Family deductible is embedded. An individual covered in a family will not pay more than the individual deductible.  
 (2) Out-of-pocket amount includes deductible, coinsurance, and all member copays.



## PUBLIC WORKS DEPARTMENT

Council Committee Date: October 16, 2017

Council Meeting Date: October 16, 2017

### CONSIDER REIST001- REINHARDT & 84TH TERRACE DRAINAGE PROJECT- SMAC ENGINEERING DESIGN CONTRACT WITH AFFINIS CORP

#### RECOMMENDATION

Move to approve the engineering design contract with Affinis Corp in the amount of \$156,710 for REIST001 Reinhardt & 84th Terrace Drainage project (SMAC).

#### BACKGROUND

The area was surveyed and resident questionnaires were sent to residents to better understand the issues. Modeling of stormsewer system and resident questionnaires confirmed street flooding and the potential for homes to flood during significant rainfall events. The County has approved funding this Prairie Village/Leawood project at 75% of design and construction. Prairie Village and Leawood will share costs proportioned to the construction in each City, which is approximately 50%. The City of Prairie Village has total estimated cost share of \$385,000 for design and construction.

This design contract is a continuation of the Preliminary Engineering Study that was completed by Affinis in January of this year. Plans are scheduled to be completed early next year with a construction start in the Spring of 2018.

#### FUNDING SOURCE

Funds are available in the CIP under REIST0001.

SMAC	\$117,530
Leawood	\$ 19,590
Prairie Village	<u>\$ 19,590</u>
Design Total	\$156,710

#### RELATED TO VILLAGE VISION

TR3a. *Ensure that infrastructure improvements meet the needs of all transportation users.*

#### ATTACHMENTS

1. Design Agreement with Affinis Corp
2. Reinhardt and 84th Terrace PES

#### PREPARED BY

Melissa Prenger, Sr Project Manager

September 28, 2017



**AGREEMENT FOR PROFESSIONAL ENGINEER  
FOR  
DESIGN SERVICES  
OF  
PROJECT REIST001- 2018 REINHARDT DRAINAGE IMPROVEMENTS**

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

***WITNESSED, THAT WHEREAS***, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2017 Storm Drainage Repair Project, hereinafter called the “**Project**”,

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

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

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

**Article I      City Responsibilities**

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

- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.

## **Article II Consultant Responsibilities**

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

## **Article III Scope of Services**

### **Task 1: Preliminary Design**

#### **1.1 Data Collection**

- A. Preliminary Design Meetings: Affinis staff will meet as needed with city staff in connection with the preliminary project design, which includes a project pre-design meeting. Affinis will provide project progress reports at an interval acceptable to the city.
- B. Develop design criteria for the project and prepare design memorandum to be reviewed and approved prior to development of preliminary plans.
- C. Develop detailed design schedule. Submit copy to City, and provide digital updates at scheduled progress meetings. Include at least the following benchmarks:
  - Additional survey complete
  - Data collection complete
  - Preliminary plans complete
  - First neighborhood meeting
  - Preliminary plans to all utilities
  - Field check complete
  - Legal descriptions to City

- Second neighborhood meeting (easement acquisition)
  - All other agency permit applications submitted
  - Final plans submitted for review
  - Project ready for bid
  - Preconstruction meeting with contractor
- D. Schedule and coordinate project activities with City.
- E. Additional field data collection:
- A survey has been partially completed for the project area, which includes structures, utilities, trees, landscaping, and topography within the project area. This task only includes additional survey beyond what has already been collected, including.
    1. Areas in Leawood, generally east of Reinhardt Lane.
    2. Field locate irrigation systems marked by residents.
    3. Ownership and Encumbrances Reports (6 reports assumed)

## 1.2 Stormwater System Design

- A. Review the stormwater design from the 84<sup>th</sup> Street and Reinhardt Lane PES (January 2017).
- B. Update the storm sewer design prepared for the 84<sup>th</sup> Street and Reinhardt Lane PES as necessary to fit the available survey data, minimize utility conflicts, and provide the desired capacity.
- C. Complete the following stormwater design elements:
- Drainage area maps
  - Inlet structure sizing
  - Pavement spread calculations
  - Overflow calculations
  - Flood depth calculations
  - Hydraulic modeling to generate the 10-year and 100-year hydraulic grade line elevations
- D. Identify utility conflicts associated with the proposed storm sewer improvements.
- E. Verify that the proposed stormwater system meets the design requirements of the Johnson County Stormwater Management Advisory Council (SMAC) and adequately addresses the stormwater flooding issues identified in the 84<sup>th</sup> Street and Reinhardt Lane PES.

## 1.3 Prepare Field Check Plans

- A. Cover sheet.
- B. Easement layout to include property lines and owner information, subdivision names, lots and sites address.
- C. Typical sections
- D. Plan and pipe profile sheets

1. Plan scale = 1:20.
  2. Profile scale H = 1:20; V = 1:5.
  3. Property lines and owner information.
  4. Display location of existing utilities and underground facilities in the base map. Reference station location of existing utilities to the base line of the proposed improvements in the plan and profiles.
  5. Landmark items to be protected or removed by project (fences, sprinklers, trees, shrubs, landscape beds, etc).
  6. Low opening elevations of all existing structures.
- E. Grading Plans for rear yard areas (Plan Scale 1:20).
- F. Cross sections for the roadways within the project area at 25-foot intervals, driveways, and rear yard swales where improvements will occur.
- G. Intersection layouts for 84<sup>th</sup> Street and Reinhardt Lane and 84<sup>th</sup> Street and Reinhardt Lane.
- H. Traffic control for construction plan sheets.
- I. Driveway modification plan and profile.
- J. Erosion and sediment control plan sheets for the area disturbed by the project.
- K. Drainage maps and calculations
- L. Sanitary sewer relocation plans - adjust and protect sanitary sewer as necessary to accommodate storm sewer improvements, including the preparation of sanitary sewer relocation plans, submittal to Johnson County Wastewater, and submittal of Kansas Department of Health and Environment Permit (if necessary).
- M. Field Check Review Meeting: Affinis staff will attend a field check review meeting with the appropriate city staff at the project site to review the field check plans.
- N. Neighborhood & On Site Meetings: Prepare for and attend neighborhood meetings. The first meeting to initially explain the project to residents in the project area and then individual on-site meetings as the design proceeds to receive public comments.
1. Prepare exhibits, including preliminary plans (showing right-of-way taking and easements).
  2. Have persons available to explain the proposed work and to answer questions.

Following the completion of the field check plans, Affinis will submit these preliminary plans to utility companies for their use in preparing for relocations. This utility submittal effort is included in Task 1.7.

#### **1.4 Preliminary Opinion of Probable Project Cost**

This task includes the development of a preliminary opinion of probable project cost. This cost will be itemized by unit of work, including right-of-way, easements, and contingency.

#### **1.5 Right-Of-Way and Easements**

- A. Describe right-of-way and easements necessary to complete project.
1. Furnish legal descriptions sealed by an RLS licensed in the state of Kansas. Legal descriptions

are also to be provided in a digital format compatible with Microsoft Word 2003.

2. Furnish an ownership and easement spreadsheet to include Owner Name; Owner Address; Site Address and proposed easements to include type and square footage.
  3. Prepare the front end easement documents for the City.
  4. Maps and sketches as follows:
    - a) Plan and profile sheets showing existing and proposed right-of-way and easement limits.
    - b) Individual drawings of takings for each ownership, including:
      - Title block, including a graphical scale and north arrow.
      - Ownership boundaries and information.
      - Existing landmarks items protected or removed by the project (trees, buildings, fences, shrubs, landscape beds, etc.).
      - Existing right-of-ways and easements.
      - Proposed takings identified with text and graphically.
      - Legend for taking type.
      - Legal description of all takings.
- B.** Affinis shall stake in the field the location of rights-of-way and/or easements prior to acquisition and construction as requested by the city. Affinis shall also stake the proposed storm structure locations as requested by the city. Staking for ten (10) properties or storm sewer structures has been included in the fee for the project. Additional staking shall be compensated as additional services as stipulated in Section V of this agreement.
- C.** Right-of-way and Easement Meeting: Following the field check review meeting, Affinis staff will attend a meeting with the appropriate city staff at the project site to identify easement and right-of-way locations. Affinis staff will attend additional onsite meetings to discuss resident specific questions, as directed by the City.
- D.** Prepare tract maps (28 maps assumed).

## 1.6 Permitting

This task includes the preparation of necessary materials (permit applications, plan sheets, calculations, etc.) for submittal to the following agencies for review:

- A.** Johnson County Stormwater Management Program (SMP): Submit preliminary plans, design memorandum, and opinion of probable cost to the city and Johnson County SMP for review in accordance with SMP guidelines and procedures.
- B.** Kansas Department of Agriculture, Department of Water Resources: Assuming the project disturbs more than one (1) acre, a *Notice of Intent for Stormwater Runoff for Construction Activities Permit* would be required.
  1. This would include the preparation of a Storm Water Pollution Prevention Plan (SWPPP) for the project which shall conform to KDHE requirements, including project narrative, analyses of site, description of all project controls and locations.
  2. Two (2) copies of SWPPP notebook will be provided to the city at time of bidding.

## 1.7 Utility Coordination

Following the completion of the field check plans, this task includes the submittal of information, coordination with utilities, and tracking utility relocation progress throughout the duration of the project.

- A. Submit the preliminary plan information to utilities in the project area.
- B. Coordination with utilities once the preliminary plan information has been reviewed. This would include correspondence and phone conversations with utilities.
- C. Tracking the progress of utility relocations and communicating this progress with the city.
- D. Utility Coordination Meetings: Meet with utility companies to coordinate relocations during project design. This effort includes meeting preparation (including the necessary exhibits) and communication, attendance at meetings, and preparation and distribution of meeting minutes, as appropriate.

## Task 2: Final Design

Following the completion of the Task 1 elements, the city review process, and the field check review (see Task 1.3), Task 2 involves the preparation of detailed plans and a project manual. The following sub-tasks are associated with Task 2: Final Design.

### 2.1 Prepare Detailed Plans

Following the city's review of the preliminary plans and a field check review, this task includes the preparation of detailed plans that include the following plan elements, which are in addition to the field check plan sheets (see Task 1.3):

- A. Revise (as necessary) and finalize the field check plan sheets.
- B. Confirm that the traffic detour routing, the erosion and sediment control plan, and overall project progression for each phase of the project, meet the proposed construction phasing schedule.
- C. Landscape replacement table and updates that itemizes trees, buildings, fences, shrubs, landscape beds, etc. that will be replaced by the project for each property
- D. Sanitary sewer connection tables that outline the sanitary sewer relocation and protection measures.
- E. Standard and special detail sheets.
- F. Revise tract maps and easements as necessary per city negotiations.

### 2.2 Prepare a Project Manual

- A. Compile technical specifications and front end documents from current standard city specifications and provide written modifications specific to project. It is assumed that the city will provide Affinis with the front end documents and Affinis will compile the project manual for reproduction.
- B. Prepare a final opinion of probable cost, which will include an appropriate contingency.
- C. Develop an estimated construction schedule.

## Task 3: Bidding

### 3.1 Bidding

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

#### **Task 4: Construction Services**

##### **4.1 Construction Services Phase**

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

- A. Prepare for attend preconstruction meeting with City and Contractor. Prepare and distribute meeting notes.
  - B. Provide periodic consultation by telephone or email to assist with construction issues.
    - 1. Consultation will be initiated by Client and/or Construction Representative.
    - 2. Consultant shall provide documentation on invoice that provides a brief description of the issue and/or activity.
    - 3. Any consultation resulting from a design error by the Consultant shall be excluded from this scope of work and shall be provided at the expense of the Consultant.
  - C. Review shop drawings and submittals.
  - D. Attend public meeting for contractor to meet and coordinate with residents.
  - E. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
  - F. Prepare final record drawings which reflect:
    - 1. Minor design changes.
    - 2. Changes made in the field by City representatives and are marked on the construction plan set.
- Submit to the City electronic CAD files and TIFF images of the revised sheets.

## Article IV Time Schedule

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

Design Phases	March 01, 2018
Bid Advertisement Date	March 20, 2018

## Article V Compensation

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

Design Phases	\$ <u>139,110.00</u>
Bidding Services Phase	\$ <u>6,664.00</u>
Construction Services Phase	\$ <u>8,986.00</u>
Reimbursables	\$ <u>1,950.00</u>
<b>Total Fee for Drainage Project</b>	<b>\$ <u>156,710.00</u></b>

- B. Invoices** The compensation will be invoiced by phase, detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and the Direct Non-Salary Costs.
- C. Direct Non-Salary Costs** The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.



- D. **Monthly Invoices** All invoices must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred and description of work accomplished.
- E. **Fee Change** The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Change Order will be for major changes in scope, time or complexity of Project.

## Article VI General Provisions

- A. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- B. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- C. **Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.
- D. **Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. **Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
  - 1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
  - 2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
  - 3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
  - 4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
  - 5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- K. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.

- M. Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to item by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- O. Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- P. Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

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

**City:**

City of Prairie Village, Kansas

**By:**

\_\_\_\_\_  
Laura Wassmer, Mayor

**Address for giving notices:**

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

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

**ATTEST:**

\_\_\_\_\_  
Joyce Hagen Mundy, City Clerk

**Consultant:**

Affinis Corp

**By**

\_\_\_\_\_  
Clifton M. Speegle, PE

**Address for giving notices:**

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

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

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
Catherine P. Logan, City Attorney

# Preliminary Engineering Study

City of Prairie Village, Kansas

84th and Reinhardt Street  
Stormwater Improvements

SMAC Project Number DB-11-014

January 2017

Prepared by:

Clifton Speegle, PE



8900 Indian Creek Parkway, Suite 450

Overland Park, Kansas 66210

Phone: 913-239-1100

Toll Free: 877-527-5468

Fax: 913-239-1111

[www.affinis.us](http://www.affinis.us)



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Overland Park, Kansas 66210

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Toll Free: 877-527-5468

Fax: 913-239-1111

[www.affinis.us](http://www.affinis.us)

January 19, 2017

Lee Kellenberger  
Stormwater Program Manager  
Johnson County Public Works Department  
1800 West 56 Highway  
Olathe, KS 66061

SMAC PROJECT NUMBER: DB-11-014  
84TH AND REINHARDT STORMWATER IMPROVEMENTS  
PRELIMINARY ENGINEERING STUDY

Dear Lee:

We are pleased to submit the Preliminary Engineering (PES) for the above referenced project on behalf of the City of Prairie Village. This submittal includes one copy of the Preliminary Engineering Study and CD with a PDF file of the study for above referenced project. The report outlines the findings and recommendation of our study to reduce habitable structure and street flooding in the project area.

Should you have any questions, or require additional information, please do not hesitate to contact me at (913) 239-1110.

Sincerely,

A handwritten signature in blue ink that reads "Cliff Speegle".

Cliff Speegle, PE  
AFFINIS CORP

Enclosure

Email: Melissa Prenger, P.E. – Prairie Village Project Manager

**PRELIMINARY ENGINEERING STUDY  
CITY OF PRAIRIE VILLAGE, KANSAS  
84TH AND REINHARDT STREET STORMWATER IMPROVEMENTS  
JANUARY 2017**

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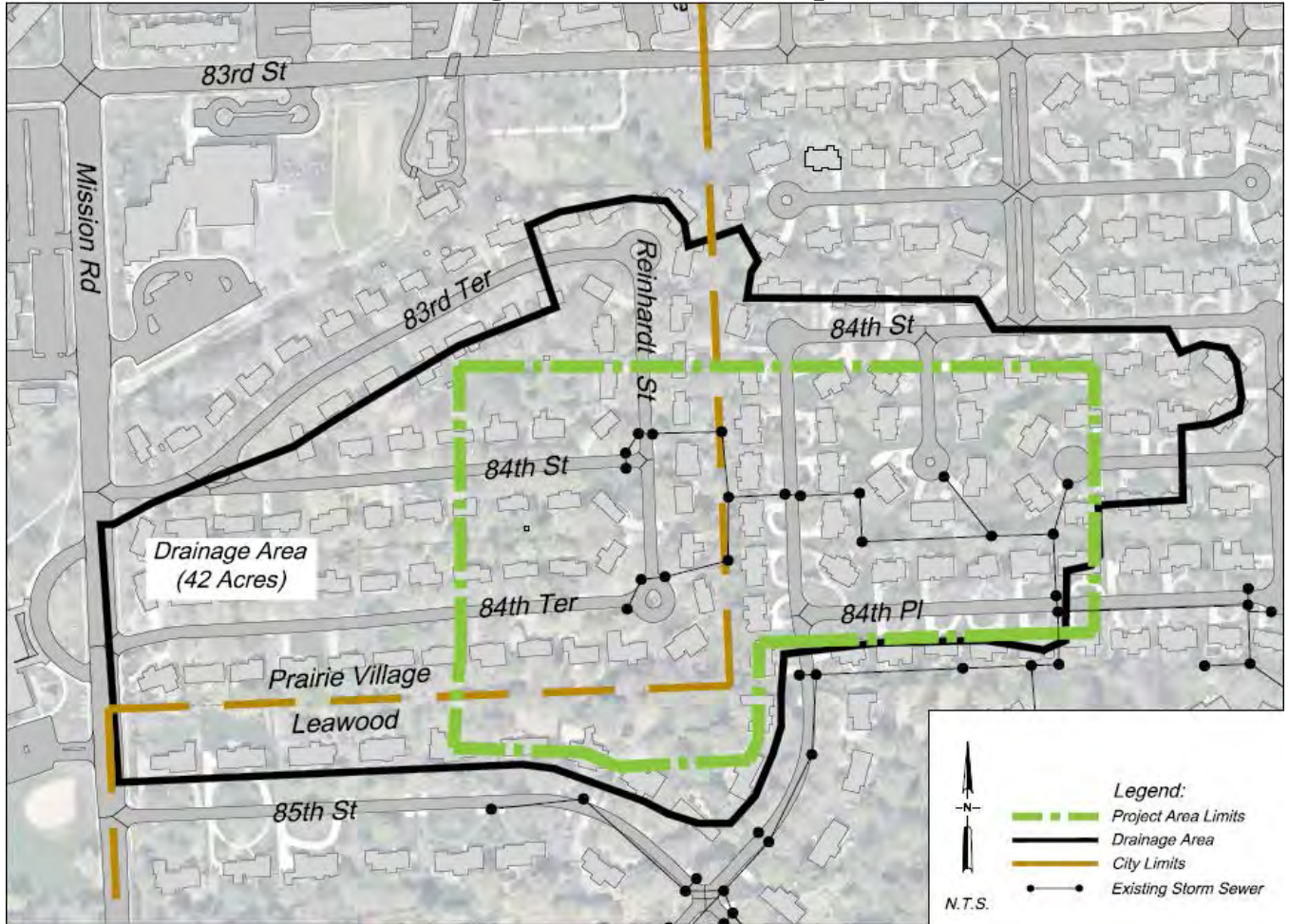
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- Appendix A – Flood map, Rating table, and Improvement Alternative Information
- Appendix B – Completed Flood History Questionnaires
- Appendix C – Project Area Plat and Sanitary Sewer Maps
- Appendix D – Northeast Johnson County Watershed Study
- Appendix E – Original Flood Rating Submittal
- Appendix F – Modeling Calculations

# I. PROJECT OVERVIEW

This Preliminary Engineering Study (PES) prepared for the City of Prairie Village, was performed to evaluate the local flooding occurring along the street between 84th Street and 84th Terrace at Reinhardt Street and in the nearby yards. The study also evaluated downstream storm system in the City of Leawood near 84th Street and Wenonga Road. A location map (Figure 1) of the area is included below.

**Figure 1 – Location Map**



## **A. Flood Problem Rating Table**

The city submitted a preliminary Flood Problem Rating Table and flooding narrative to Johnson County and this Preliminary Engineering Study (PES) was assigned the Stormwater Management Advisory Council (SMAC) project number #DB-11-014. The original Flood Problem Rating Table had a point total of 130 is included in Appendix E. After performing the PES, the Flood Rating Table was adjusted to a point total of 240 point. Additional homes were found to flood in the 100-year storm which raised the severity multiplier to 2 for Flooding of Habitable Buildings. The updated Flood Rating Table is included in Appendix A.

## **B. Background**

The purpose of this PES is to evaluate the ongoing street and structure flooding within the project area and provide preliminary improvement options to address the problems. Figure 1 identifies the extents of the project. This project area is located in the Cities of Prairie Village and Leawood, Kansas. It begins in the rear yards near 84th Terrace and Reinhardt Street in Prairie Village and follows the existing storm sewer system east into Leawood and ends near Wenonga Road and 84th Street.

The project area is located in the upstream extents of the Dykes Branch Watershed, in the Tomahawk Creek subwatershed of the Blue River Basin.

As the project area is located shared between the Cities of Prairie Village and Leawood, the City of Leawood has been notified of the improvements. It is not anticipated that the improvements will have impacts upstream or downstream of the project area.

## **C. Existing Conditions**

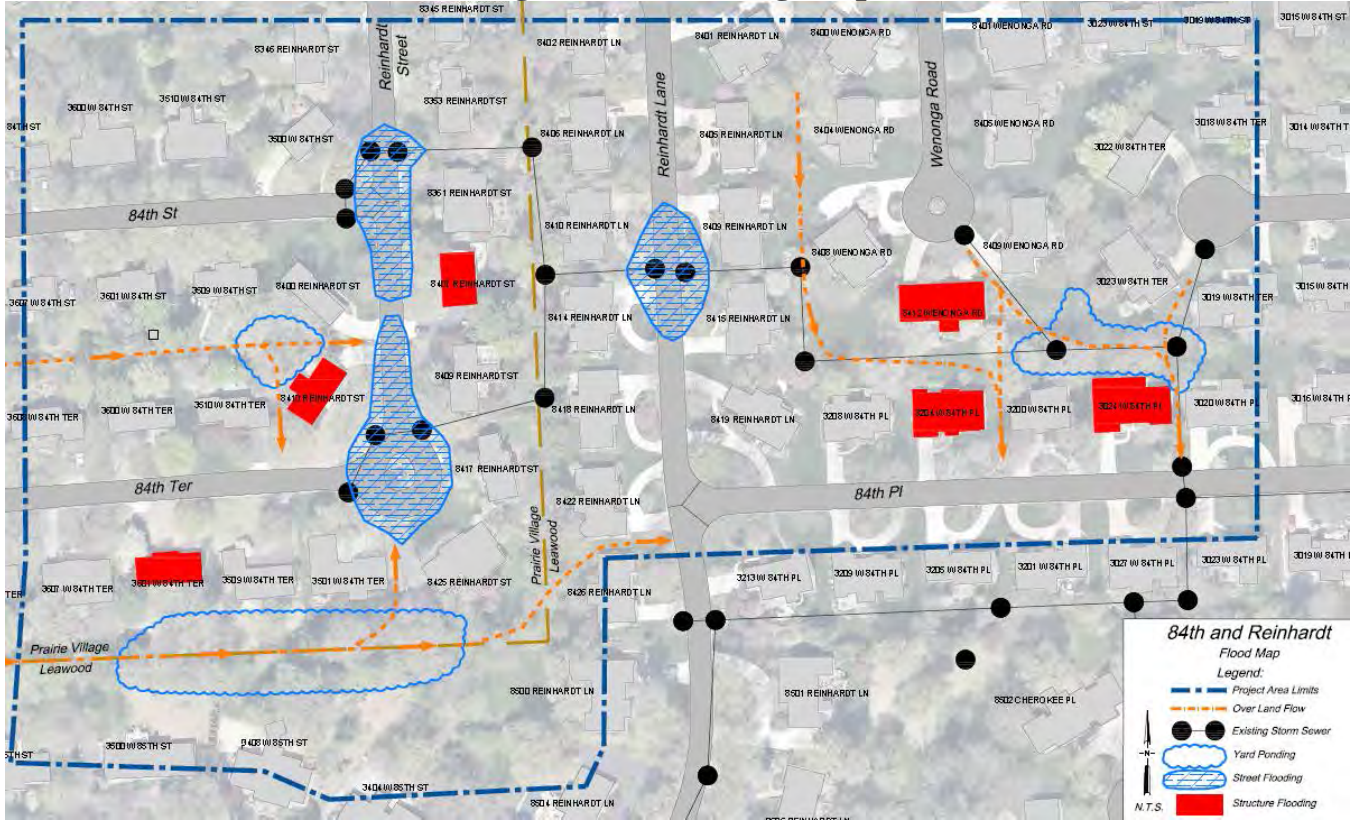
Figure 1 identifies the total watershed area (42 acres) and smaller drainage areas within this watershed area are delineated in Appendix F. The watershed characteristics is entirely residential development.

Typical urban stormsewer and overflow swale conveyance systems collect runoff within the project drainage area. The existing drainage pattern is generally from west to east beginning in with the City of Prairie Village and then draining into the City of Leawood. Figure 2 identifies the existing conveyance systems.

Overland flow in the backyards and streets beginning near Mission Road runs west 1,200 feet to inlets on Reinhardt Street. Reinhardt Street is relatively flat and enclosed systems at both 84th Terrace and 84th Street lack collection and conveyance capacity in the 10 percent and 1 percent storm events cause street flooding. The enclosed system within Prairie Village is concrete pipe that ranges in size from 18-inch to 24-inch. The system is fairly shallow and sections are flat.

As the stormwater flows west into Leawood, the enclosed system increases size. The concrete pipe begins as a 30-inch pipe and increase to 42-inch pipe at the project limits. Overland flow in the backyards between Wenonga Road and 84th Place is captured by small grate inlets. These inlets have a limited capture and are susceptible to clogging. Overflow paths are not graded to efficiently convey water. The Wenonga Road cul-de-sac has a grate inlet in the driveway of 8409 Wenonga Road that does effectively capture runoff and was noted by residents as clogging often. Runoff that doesn't get into the grate inlet bypass and runs south into the backyards. This bypass contributes to the flooding conditions in this area.

**Figure 2 – Flooding Map**



A larger version of Figure 2 is located in Appendix A.

**1. Existing Flood Areas**

Based on feedback provided by residents, and an evaluation of the existing conveyances, street and structure flooding have been identified within the project area. The locations of structures and street segments that flood are identified on Figure 2 and are described in more detail as follows:

**a) Backyard Structure Flooding – Prairie Village**

The backyards of 84th Terrace and 84th Street do not have inlets to capture runoff before it gets to Reinhardt Street. Lack of defined overflow paths and overall flat grading near Reinhardt Street leads to flooding and prolonged ponding.

**b) Backyard Structure Flooding – Leawood**

The backyards of 84th place and Wenonga Road cul-de-sac are flat without defined overflow paths. Runoff from the backyards and bypass flow from the cul-de-sac is not adequately captured by the two existing grate inlets. Runoff that is not captured by the grate inlets spreads across the yards. The homes have window wells and basements entrances that have the potential to flood in 100-year events.

**Figure 3 – Typical Backyard Grate Inlet**



**c) Street Flooding**

Street and structure flooding occurs along Reinhardt Street. As identified on Figure 2, both 84th Terrace and 84th Street intersections flood greater than seven inches in the 10-year event. In addition, the street flooding causes runoff to flow down the driveway at 8409 Reinhardt Street. The sump condition at the garage causes structure flooding.

**Figure 4 – 8409 Reinhardt Street Driveway**



**Figure 4 – Reinhardt Street Cul-de-Sac**



Street flooding greater than seven inches also occurs on at the low point on Reinhardt Lane near 8410 Reinhardt Lane in the 100-year event. There is not an overflow path in this area so runoff builds up in the sump condition and the shallow stormsewer system limits the capacity of the system at the street crossing.

## **2. Bedrock Depths**

A geotechnical investigation has not been performed for this PES therefore, depth to bedrock has not been determined. However, it is not anticipated that bedrock will significantly impact the proposed improvements as they follow existing utility alignments and flowlines.

## **3. Utilities**

A preliminary review of the utility information available on Johnson County AIMS mapping shows the Standard utilities (sanitary sewer, storm sewer, water, phone, cable, electric, and gas) are located within the project area. Utilities within the project area and utility contacts are identified in Section E (Table 1). Specific existing utilities that could potentially impact the improvement alternatives include:

- Gravity 8-inch sanitary sewer crosses the existing stormsewer in multiple areas near Reinhardt Street and east of Reinhardt Lane. The sanitary system is shallow and could be impacted.
- Numerous perpendicular water and gas main crosses the existing stormsewer between Reinhardt Street and east of Reinhardt Lane.
- Both aerial and buried power lines run in along the back-property lines and may be impacted.
- Cable and telecommunications are located along property lines and in existing easements that are shared with the stormsewer.

## **4. Right-of-Way and Easements**

A preliminary review of easement information available on Johnson County AIMS mapping identifies the following right-of-way and easements within the project area:

- The stormsewer along the streets is within the right-of-way
- Stormsewers between properties are in existing 10-foot utility easements unless noted otherwise below.
- There is a total of 35 feet of easement running north/south along the city limits in the rear yards between Reinhardt Street and Reinhardt Lane. This easement is comprised of a 10-foot utility easement in Prairie Village and a 25-foot drainage easement in Leawood.
- The stormsewer running east from the Reinhardt Street cul-de-sac between 8409 and 8417 Reinhardt Lane does not appear to be in a platted easement. Initial investigating by Affinis surveyors could not find documentation of an easement. A title search will need to be completed during the design phase of the project.

Plat maps for properties within the project area are included in Appendix C for reference. A title search to confirm the width and location of easements in the vicinity of proposed improvements has not been completed. This search will be completed during the design phase of the project.

## **D. Standards**

The American Public Works Association Design Criteria (Section 5600), the Johnson County Stormwater Management Program guidelines, and the City of Prairie Village Technical Specifications and Design Criteria for Public Improvements manual were used as references in the preparation of this report.

The project area is upstream of the extents of FEMA regulatory floodplain for Dykes Branch, as shown on FIRM Map Number 20091C0040G. Therefore, this project is not subject to FEMA regulations.

### E. Utility Contacts

A list of utility contacts having facilities in the area is shown in Table 1. A description of utilities requiring relocation is included in each of the improvement alternatives.

**Table 1 – Utility Contacts**

Utility	Owner	Contact	Telephone	Address
<b>Electric</b>	KCP&L	Gary Price	(913) 894-3000	16215 W 108th Street Overland Park, KS 66219
<b>Gas</b>	Kansas Gas Service	Tony Cellitti	(913) 599-8981	11401 West 89th Street Overland Park, KS 66214
<b>Cable and Telephone</b>	Time Warner Cable	Gary Dixon	(913) 927-5402	8221 West 119th Street Overland Park, KS 66213
	AT&T	Randal Gaskin	(913) 383-4925	9444 Nall Avenue Overland Park KS 66207
	SureWest/Consolidated Communications Inc.	Melissa Stringer	(913) 825-3000	9669 Lackman Road Lenexa, KS 66219
	Google	Craig Young	(870)-219-5630	908 Broadway Street Kansas City, MO 64105
<b>Water</b>	WaterOne	Matt Carter	(913) 895-5776	10747 Renner Boulevard Lenexa, KS 66219
<b>Sanitary Sewer</b>	Johnson County Wastewater	Charles McAllister	(913) 715-8500	4800 Nall Avenue Overland Park, KS 66202

### F. Permits

The following federal, state, and local permits may be required to construct the proposed project alternatives:

- Kansas Department of Health and Environment – a Land Disturbance Permit may be required if the proposed improvements disturb more than 1 acre.
- City of Prairie Village and Leawood – Right-of-Way Permit and Stormwater Permits may be required to construct the proposed improvements.

As the project area is outside of the regulatory floodplain and the drainage area to each culvert replacement location is less than 640 acres, it does not appear that the project will need a Stream Obstruction Permit or Floodplain Fill Permit from the Kansas Department of Agriculture, Division of Water Resources.

A permit from U.S. Army Corps of Engineers is not anticipated.

The final permit determination decision will be made during the detailed design phase of the proposed improvements project.

### G. Conformance with Watershed Studies

The project area is located in the upstream extents of the Dykes Branch basin which was part of the Northeast Johnson County Watershed Study (Watershed Study) completed in 2006. The overall drainage area map and sub-



drainage area map from the Watershed Study are included in Appendix D for reference. The PES project area is located in the upstream extents of drainage area DB-040. The project area from the Watershed Study is included in Appendix D.

The PES area was not studied in detail and no structures were identified as flooding in the Watershed Study. The hydrologic calculations and curve numbers for this PES correspond to the values used in the Watershed Study.

## **II. SUMMARY OF FINDINGS**

### **A. Project Limits**

Figure 1 identifies the project area. The PES began in the rear yards near 84th Terrace and Reinhardt Street in Prairie Village and followed the existing storm sewer system east into Leawood and ends near Wenonga Road and 84th Street. Existing street and structure flooding within the project area, are identified on Figure 2, and the improvement options proposed in this PES are focused on addressing these flooding issues.

Flood improvement options in this PES are limited in scope to addressing the existing flooding within the project area, while tying into existing upstream and downstream infrastructure. Flood impacts upstream or downstream of the project areas are not anticipated.

### **B. Hydrology and Hydraulics**

#### **1. Hydrology Analysis**

Hydrology information generated for this PES was calculated using the Soil Conservation Service Technical Release 20 (SCS TR-20) method in XP-STORM 2016. The SCS TR-20 method is an acceptable unit hydrograph method identified in the Kansas City APWA 5600 design manual (Section 5602.2.B).

The project area is entirely residential and unique curve number and time of concentration values were calculated for each drainage area in accordance with the APWA Section 5600 Design Criteria. The overall drainage area is 42 acres. Appendix H presents the sub-basin hydrology information used to perform the analysis for this PES. As discussed in Section I.G, the curve numbers correspond to the values used in the watershed study.

#### **2. Hydraulic Analysis**

Using the flow rates generated in XP-STORM 2016, the analysis of the existing storm sewer hydraulics was performed in this same modeling software. From the modeling, the existing hydraulic gradeline through the existing system was identified, overland overflow capacities and flow depths were estimated at various points within the system, and proposed conveyance solutions were sized.

The XP-STORM hydraulic modeling program was selected for this PES analysis for its ability to address the following requirements:

- Calculate grade lines in a pressurized pipe system.
- Calculate the bypass flow and depth of flow at a given bypass flow location.
- Model the hydraulics in a system that includes both closed pipe conveyance and open channel overflow paths together.

A capacity evaluation of the existing stormsewer system in the project area shows limited pipe capacity in this system due to pipe size, slope, and depth. The limited number of inlets for the drainage area and flat street grade along Reinhardt Street cause street ponding greater than 7 inches in the 10-year storm event. The low point near 8410 Reinhardt Lane ponds greater than 7 inches in the 100-year storm event.

Figure 2 identifies the existing street and structure flood issues within the project area. Tables 2 and 3 identify pertinent details regarding the existing street and structure flooding issues within the project area that are used to determine the project SMAC score, including:

- Flood depths at street gutter and centerline locations within the project area (Table 2).
- Critical structure elevations within the project area and water surface elevations (WSE) for critical storm events (Table 3).

**Table 2 – Existing Street Flooding Information**

Storm Event	84th Terrace and Reinhardt Street Intersection		84th Street and Reinhardt Street Intersection			8410 Reinhardt Lane Low Point			
	WSE (feet)	Flood Depth (inches) <sup>1</sup>		WSE (feet)	Flood Depth (inches) <sup>1</sup>		WSE (feet)	Flood Depth (inches) <sup>1</sup>	
		Centerline	Gutter		Centerline	Gutter		Centerline	Gutter
10-Year	931.7	<b>7.3</b>	<b>15.8</b>	931.7	<b>7.2</b>	<b>15.6</b>	925.0	0.0	0.0
100-Year	932.2	<b>12.2</b>	<b>20.6</b>	932.1	<b>12.0</b>	<b>20.4</b>	928.5	<b>7.2</b>	<b>14.4</b>

<sup>1</sup>Flood depths greater than 7 inches at the centerline or 14 inches at the gutter are shown in **bold italics**

**Table 3 – Existing Structure Flooding Information**

Structure Flooding Location	Critical Structure Flooding Elevation (feet)	Critical Structure Flooding Description	Existing 10-Year WSE at Location (feet) <sup>1</sup>	Existing 100-Year WSE at Location (feet) <sup>1</sup>
3601 W 84th Terrace	934.43	Window	934.4	<b>934.8</b>
8410 Reinhardt Street	933.43	Window	933.6	<b>934.0</b>
8407 Reinhardt Street	928.77	Slab on Grade Entrance	<b>929.20<sup>2</sup></b>	<b>930.0<sup>2</sup></b>
3204 W 84th Place	926.79	Slab on Grade Entrance	-	<b>926.9</b>
3024 W 84th Place	923.92	Window	-	<b>924.3</b>
8412 Wenonga Road	927.66	Lower Level Entrance	-	<b>927.7</b>

<sup>1</sup>The WSE that are above the critical structure elevation are shown in **bold italics**

<sup>2</sup>The WSE is calculated from the sump condition when street ponding over tops and runs down the driveway

The information presented in Tables 4 and 5 is consistent with the feedback received in the flooding history questionnaires from residents in the project area. The improvement alternatives presented below will focus on addressing these flooding areas by meeting or exceeding the current Johnson County Stormwater Management Program (SMP) adopted standards and specifications, identified as follows:

- Provide a minimum of 1 foot of freeboard between the 100-year WSE and adjacent structure low openings.
- Limit the roadway overflow depth to 7 inches or less at the centerline (high point in the roadway cross-section) and to less than 14 inches at the lowest point in the roadway cross-section during a 100-year storm.

### **C. Field Investigations**

A topographic survey was completed for this PES, including surveying of:

- Existing storm sewer sizes and flowlines,
- Ground elevations at key locations in the project area,
- Cross-section at key locations within the project area, and
- Low structure opening elevations for structures near the known flood areas.

In addition to the survey performed for this PES, multiple field visits were performed to confirm flow paths, to take pictures around the flood areas, and to review the approach to the proposed improvement options.

### **D. Improvement Alternatives**

In accordance with the SMP, this PES evaluates three improvement alternatives to address the identified flooding issues in the project area. All three improvement alternatives provide an overall solution that addresses both the building and street flooding in the project area. The components specific to each of the three improvement alternatives is shown on Exhibits 1, 2, and 3 found in Appendix A. A brief description of each improvement alternative is as follows:

- Alternative 1:
  - Acquisition of six flood prone structures.
  - Storm sewer replacement and additional inlets along street to reduce street flooding.
- Alternative 2:
  - Storm sewer replacement and additional inlets along the original stormsewer alignment to reduce street and structure flooding.
  - Additional stormsewer and area inlets added in backyards to reduce structure flooding.
  - Overflow swale grading.
- Alternative 3:
  - Storm sewer replacement and additional inlets along Reinhardt Street to reduce street flooding.
  - Additional area inlets added in backyards to reduce yard flooding.
  - Storm sewer extension to backyards from Reinhardt Lane to capture backyard drainage.

- Overflow swale grading.

**1. Alternative 1 Description**

Improvement Alternative 1 includes the acquisition of the following six flood prone structures in the project area to eliminate the flood risk for these structures:

- 3601 West 84th Terrace
- 8410 Reinhardt Street
- 8407 Reinhardt Street
- 3204 West 84th Place
- 3024 West 84th Place
- 8412 Wenonga Road

To address the street flooding occurring on Reinhardt Street, Alternative 1 includes the replacement of the existing storm sewer with to increase pipe capacity and limit street flooding depths to SMP standards. A detailed sketch of the Alternative 1 is shown on Exhibit 1 in Appendix A. Table 4 presents the street flood reduction benefits associated with Alternative 1.

**Table 4 – Improvement Alternative 1 Flood Reduction Benefit**

Storm Event	84th Terrace and Reinhardt Street Intersection		84th Street and Reinhardt Street Intersection		8410 Reinhardt Lane Low Point				
	WSE (feet)	Flood Depth (inches) <sup>1</sup>		WSE (feet)	Flood Depth (inches) <sup>1</sup>		WSE (feet)	Flood Depth (inches) <sup>1</sup>	
		Centerline	Gutter		Centerline	Gutter		Centerline	Gutter
100-Year	931.0	1.2	8.4	930.8	0.0	4.8	927.8	0.0	6.0

<sup>1</sup>Flood depths greater than 7 inches at the centerline or 14 inches at the gutter are shown in *bold italic*

**a) Facilities**

The existing conveyance facilities that will be replaced as part of Alternative 1 include the storm sewer and inlet structures in Prairie Village and the 36-inch RCP storm sewer in Leawood. The existing 42-inch RCP at the tie in point near 3020 84th Place will remain will not be improved with Alternative 1.

**b) Road/Traffic**

Alternative 1 roadway impacts include pavement and curb replacement from the storm sewer installation along Reinhardt Street and Reinhardt Lane.

In the roadway impact areas, the existing road surface and subgrade will be removed and replaced as necessary to construct the Alternative 1 improvements. Local traffic should be able to travel within the area with minor disruptions. These preliminary roadway impacts should be evaluated during the project design phase to confirm the extent of roadway impact.

A traffic control plan, including a phasing plan for roadway closure, should be prepared during the project design phase to address the impacts to residents during construction. As the roadway disturbance with Alternative 1 will be limited primarily to Reinhardt Street and there are multiple access points in and out of the neighborhood, it is not anticipated that traffic control will be a significant issue.

### **c) Utilities**

Preliminary utility locations within the project area have been identified based on county AIMS mapping, information received from utility mapping requests, and the survey performed for this PES. Based on this information, the following utilities will likely be in conflict with the Alternative 1 storm sewer improvements:

- Underground gas line running on the west side of Reinhardt Street and Reinhardt Lane will need to be crossed and possibly lowered for the deeper stormsewer
- Water main on the east side of Reinhardt Street and Reinhardt Lane will need to be crossed multiple times and possibly lowered for the deeper stormsewer
- Sanitary sewer mains on Reinhardt Street and Reinhardt Lane will need to be crossed by the proposed storm sewer improvements. The cost estimate for Alternative 1 assumes that these sections of sanitary sewer will either be replaced with ductile iron pipe (DIP) or encased and some service lines will need replacement.
- Overhead and underground power run north/south at the rear property line between Reinhardt Street and Reinhardt Lane. Underground power runs parallel to the storm sewer in the rear yards east of Reinhardt Lane and may need to be moved or protected for the stormsewer construction.

Cable and telephone are both overhead and underground throughout the project area. The underground may need to be moved or protected for the stormsewer construction. Note that a Kansas One-Call utility locate will need to be completed with the project design phase and prior to construction.

### **d) Rights-of-Way/Easements**

No changes to the existing right-of-way will be necessary to implement Alternative 1. It will be necessary to obtain temporary easements from properties adjacent to the proposed storm sewer improvements. The city could keep the bought-out properties or re-plat the lots to the adjacent property owners. Permanent drainage easement will be needed on the properties if those lots are re-plated to the adjacent property owners.

Plat maps showing the existing easements on properties within the project area are included in Appendix C for reference. The extent of additional easements required by the proposed improvements will be determined during the project design phase.

### **e) Preliminary Drawings**

A detailed figure of the Alternative 1 features (Exhibit 1) is included in Appendix A.

### **f) Opinion of Probable Costs**

The opinion of probable cost for SMP eligible activities with Alternative 1 is **\$5,612,020**. Details about this cost estimate are included in Appendix A for reference. Based on the Johnson County SMP Flood Problem Rating Table for this PES (see Appendix A) which shows a point total of 240, the SMP priority ranking for Alternative 1 is **20,505**.

### **g) Relationship to Other City Stormwater Facilities**

Existing storm sewer in the project area is replaced with this alternative 1. The existing downstream 42-inch RCP on 84th Place where the improvements end will remain in place and continue to function as it does today. The scope of the Alternative 1 improvements are confined by the elevations and capacities of the downstream conveyance systems.

**h) Effects on Surrounding Cities**

Alternative 1 is limited in scope to addressing the existing flooding within the project area, while tying into existing upstream and downstream infrastructure. Flood impacts upstream or downstream of the project areas are not anticipated in Leawood and Prairie Village.

**i) Conformance with Current Design Standards**

Alternative 1 meets or exceeds the current SMP adopted standards and specifications, as well as minimum city stormwater standards.

**2. Improvement Alternative 2 Description**

Improvement Alternative 2 aims to address the street and structure flooding occurring along Reinhardt Street by replacing the existing storm sewer with larger RCP. Backyard runoff will be captured with additional area inlets in the backyards to limit structure flooding and reduce the runoff that gets to Reinhardt Street. The stormsewer system will also be lowered throughout the system.

A detailed sketch of the Alternative 2 features is shown on Exhibit 2 in Appendix A. Table 5 presents the structure and street flooding reduction benefits associated with Alternative 2.

**Table 5 – Improvement Alternative 2 Flood Reduction Benefit**

Location	Critical Structure Flooding Elevation	100-Year WSE at Location	100-Year Centerline Flood Depth	100-Year Gutter Flood Depth
	(feet)	(feet)	(inches)	(inches)
3601 W 84th Terrace	934.43	934.8	--	--
8410 Reinhardt Street	933.42	932.0	--	--
8407 Reinhardt Street	928.77	*1	--	--
3204 W 84th Place	926.79	925.5	--	--
3024 W 84th Place	923.92	922.0	--	--
8412 Wenonga Road	927.66	926.5	--	--
84th Terrace and Reinhardt Street Intersection	--	931.0	1.2	8.4
84th Street and Reinhardt Street Intersection	--	930.8	0.0	4.8
8410 Reinhardt Lane Low Point		927.8	0.0	6.0

<sup>1</sup>Structure flooding occurs when the street flooding runs down the driveway. The reduction in street flooding removes water from this location.

**a) Facilities**

The existing conveyance facilities that will be replaced as part of Alternative 2 include the storm sewer and inlet structures in Prairie Village and the existing facilities in Leawood down to the road crossing at 84th Place. The existing 48-inch RCP on the south side of 84th Place point near 3023 84th Place will remain in place.

### **b) Road/Traffic**

Alternative 2 roadway impacts include pavement and curb replacement from the storm sewer installation along Reinhardt Street and Reinhardt Lane. The cul-de-sac at 84th Terrace and Reinhardt Street will be rebuilt to establish proper drainage.

In the roadway impact areas, the existing road surface and subgrade will be removed and replaced as necessary to construct the Alternative 2 improvements. Local traffic should be able to travel within the area with minor disruptions. These preliminary roadway impacts should be evaluated during the project design phase to confirm the extent of roadway impact.

A traffic control plan, including a phasing plan for roadway closure, should be prepared during the project design phase to address the impacts to residents during construction. As the roadway disturbance with Alternative 1 will be limited primarily to Reinhardt Street and there are multiple access points in and out of the neighborhood, it is not anticipated that traffic control will be a significant issue.

### **c) Utilities**

Preliminary utility locations within the project area have been identified based on county AIMS mapping, information received from utility mapping requests, and the survey performed for this PES. Based on this information, the following utilities will likely be in conflict with the Alternative 2 storm sewer improvements:

- Underground gas line running on the west side of Reinhardt Street and Reinhardt Lane will need to be crossed and possibly lowered for the deeper stormsewer.
- Water main on the east side of Reinhardt Street and Reinhardt Lane will need to be crossed multiple times and possibly lowered for the deeper stormsewer.
- Sanitary sewer mains on Reinhardt Street and Reinhardt Lane will need to be crossed by the proposed storm sewer improvements. The cost estimate for Alternative 1 assumes that these sections of sanitary sewer will either be replaced with ductile iron pipe (DIP) or encased and some service lines will need replacement.
- Overhead and underground power run north/south at the rear property line between Reinhardt Street and Reinhardt Lane. Underground power runs parallel to the storm sewer in the rear yards east of Reinhardt Lane and may need to be moved or protected for the stormsewer construction.
- Cable and telephone are both overhead and underground throughout the project area. The underground may need to be moved or protected for the stormsewer construction.

Note that a Kansas One-Call utility locate will need to be completed with the project design phase and prior to construction.

### **d) Rights-of-Way/Easements**

No changes to the existing right-of-way will be necessary to implement Alternative 2. It will be necessary to obtain temporary easements from properties adjacent to the proposed storm sewer improvements. Permanent drainage easements will be needed to get stormsewer into the backyards south of 84th Terrace. Some areas where existing 10-foot utility easements exist may be expanded for the new facilities and future access needs.

Plat maps showing the existing easements on properties within the project area are included in Appendix C for reference. The extent of additional easements required by the proposed improvements will be determined during the project design phase.

**e) Preliminary Drawings**

A detailed figure of the Alternative 2 features (Exhibit 2) is included in Appendix A.

**f) Opinion of Probable Costs**

The opinion of probable cost for SMP eligible activities with Alternative 2 is **\$2,459,300**. Details about this cost estimate are included in Appendix A for reference. Based on the Johnson County SMP Flood Problem Rating Table for this PES (see Appendix A) which shows a point total of 240, the SMP priority ranking for Alternative 2 is **9,438**.

**g) Relationship to Other City Stormwater Facilities**

Existing storm sewer in the project area is replaced with alternative 2. The existing downstream 48-inch RCP on 84th Place where the improvements end will remain in place and continue to function as it does today. The scope of the Alternative 2 improvements are confined by the elevations and capacities of the downstream conveyance systems.

**h) Effects on Surrounding Cities**

Alternative 2 is limited in scope to addressing the existing flooding within the project area, while tying into existing upstream and downstream infrastructure. Flood impacts upstream or downstream of the project areas are not anticipated in Leawood and Prairie Village.

**i) Conformance with Current Design Standards**

As discussed in Section II.B.2 of this PES, Alternative 2 meets or exceeds the current SMP adopted standards and specifications, as well as minimum city stormwater standards, the exception may be providing 1-foot of freeboard from the 100-year WSE to the critical structure flooding elevation in all locations. Limited space between homes and flat grades may limit the ability to fully provide the full 1-foot of freeboard. Detailed design will evaluate each location in depth and a design exception may be requested at that time.

**3. Alternative 3 Description**

Improvement Alternative 3 aims to address the street and structure flooding occurring along Reinhardt Street by replacing the existing storm sewer with larger RCP. Backyard runoff will be captured with additional area inlets in the backyards to limit structure flooding and reduce the runoff that gets to Reinhardt Street. The stormsewer system will also be lowered throughout the system.

Alternative 3 is similar to Alternative 2 except that the backyard flows south of 84th Terrace are captured in a new separate stormsewer system. This stormsewer runs east down 84th Place and ties in at the downstream limit of the project. Although this alternative adds additional stormsewer it removes some pressure from the original system by removing this drainage area into its own system. This alternative assumes the stormsewer would be installed in the roadway to limit significant impact to mature trees along 84th Place.

A detailed sketch of the Alternative 3 features is shown on Exhibit 3 in Appendix A. Table 6 presents the structure and street flooding reduction benefits associated with Alternative 3.



**Table 6 – Improvement Alternative 3 Flood Reduction Benefit**

Location	Critical Structure Flooding Elevation	100-Year WSE at Location	100-Year Centerline Flood Depth	100-Year Gutter Flood Depth
	(feet)	(feet)	(inches)	(inches)
3601 W 84th Terrace	934.43	934.8	--	--
8410 Reinhardt Street	933.42	932.0	--	--
8407 Reinhardt Street	928.77	*1	--	--
3204 W 84th Place	926.79	925.5	--	--
3024 W 84th Place	923.92	922.0	--	--
8412 Wenonga Road	927.66	926.5	--	--
84th Terrace and Reinhardt Street Intersection	--	931.0	0.0	6.0
84th Street and Reinhardt Street Intersection	--	930.6	0.0	2.4
8410 Reinhardt Lane Low Point		927.8	0.0	1.2

<sup>1</sup>Structure flooding occurs when the street flooding runs down the driveway. The reduction in street flooding removes water from this location.

**a) Facilities**

The existing conveyance facilities that will be replaced as part of Alternative 2 include the storm sewer and inlet structures in Prairie Village and the existing facilities in Leawood down to the road crossing at 84th Place will be replaced. The existing 54-inch RCP on the south side of 84th Place near 3023 84th Place will remain in place. A new 30-inch RCP will be constructed along 84th Place to connect to the existing downstream system.

**b) Road/Traffic**

Alternative 3 roadway impacts include pavement and curb replacement from the storm sewer installation along Reinhardt Street and Reinhardt Lane and 84th Place. The cul-de-sac at 84th Terrace and Reinhardt Street will be rebuilt to establish proper drainage.

In the roadway impact areas, the existing road surface and subgrade will be removed and replaced as necessary to construct the Alternative 3 improvements. These preliminary roadway impacts should be evaluated during the project design phase to confirm the extent of roadway impact.

A traffic control plan, including a phasing plan for roadway closure, should be prepared during the project design phase to address the impacts to residents during construction. Local traffic should be able to travel within the area with minor disruptions. As the roadway disturbance with Alternative 1 will be limited primarily to Reinhardt Street and there are multiple access points in and out of the neighborhood, it is not anticipated that traffic control will be a significant issue.

### **c) Utilities**

Preliminary utility locations within the project area have been identified based on county AIMS mapping, information received from utility mapping requests, and the survey performed for this PES. Based on this information, the following utilities will likely be in conflict with the Alternative 1 storm sewer improvements:

- Underground gas line running on the west side of Reinhardt Street and Reinhardt Lane will need to be crossed and possibly lowered for the deeper stormsewer.
- Water main on the east side of Reinhardt Street and Reinhardt Lane will need to be crossed multiple times and possibly lowered for the deeper stormsewer.
- Sanitary sewer mains on Reinhardt Street and Reinhardt Lane will need to be crossed by the proposed storm sewer improvements. The cost estimate for Alternative 1 assumes that these sections of sanitary sewer will either be replaced with ductile iron pipe (DIP) or encased and some service lines will need replacement.
- Overhead and underground power run north/south at the rear property line between Reinhardt Street and Reinhardt Lane. Underground power runs parallel to the storm sewer in the rear yards east of Reinhardt Lane and may need to be moved or protected for the stormsewer construction.

Cable and telephone are both overhead and underground throughout the project area. The underground may need to be moved or protected for the stormsewer construction. Note that a Kansas One-Call utility locate will need to be completed with the project design phase and prior to construction.

### **d) Rights-of-Way/Easements**

No changes to the existing right-of-way will be necessary to implement Alternative 3. It will be necessary to obtain temporary easements from properties adjacent to the proposed storm sewer improvements. Permanent drainage easements will be needed to get stormsewer into the backyards south of 84th Terrace. Some areas where existing 10-foot utility easements exist may be expanded for the new facilities and future access needs.

Plat maps showing the existing easements on properties within the project area are included in Appendix C for reference. The extent of additional easements required by the proposed improvements will be determined during the project design phase.

### **e) Preliminary Drawings**

A detailed figure of the Alternative 3 features (Exhibit 3) is included in Appendix A.

### **f) Opinion of Probable Costs**

The opinion of probable cost for SMP eligible activities with Alternative 3 is **\$2,820,370**. Details about this cost estimate are included in Appendix A for reference. Based on the Johnson County SMP Flood Problem Rating Table for this PES (see Appendix A) which shows a point total of 240, the SMP priority ranking for Alternative 3 is **10,824**.

### **g) Relationship to Other City Stormwater Facilities**

Existing storm sewer in the project area is replaced with Alternative 3. The existing downstream 54-inch RCP on 84th Place where the improvements end will remain in place and continue to function as it does today. The scope of the Alternative 3 improvements are confined by the elevations and capacities of the downstream conveyance systems.

#### **h) Effects on Surrounding Cities**

Alternative 3 is limited in scope to addressing the existing flooding within the project area, while tying into existing upstream and downstream infrastructure. Flood impacts upstream or downstream of the project areas are not anticipated in Leawood and Prairie Village.

#### **i) Conformance with Current Design Standards**

As discussed in Section II.B.2 of this PES, Alternative 2 meets or exceeds the current SMP adopted standards and specifications, as well as minimum city stormwater standards, the exception may be providing 1-foot of freeboard from the 100-year WSE to the critical structure flooding elevation in all locations. Limited space between homes and flat grades may limit the ability to fully provide the full 1-foot of freeboard. Detailed design will evaluate each location in depth and a design exception may be requested at that time.

### **III. Recommendations**

#### **A. Evaluation of Alternatives**

The advantages and disadvantages for each Alternative presented in Section II are discussed below:

##### **1. Improvement Alternative 1: Flood prone property acquisition and storm sewer replacement**

###### **a) Advantages**

- To eliminate the structure flooding problem, the city would acquire all six flood prone structures in the project area.
- Street flooding during the 100-year event along Reinhardt Street and Reinhardt Lane is reduced to less than 7 inches at the centerline and 14 inches at the gutter.
- Limits of stormsewer replacement is reduced compared to Alternatives 2 and 3.

###### **b) Disadvantages**

- Least economical of the three alternatives.
- Potential loss of property tax revenue if these properties are not redeveloped.
- Displacement of city residents.
- Public perception associated with purchasing flood prone structures.
- Temporary easement will be required

##### **2. Improvement Alternative 2: Storm sewer replacement**

###### **a) Advantages**

- Generally follows existing stormsewer alignment
- Street flooding during the 100-year event along Reinhardt Street and Reinhardt Lane is reduced to less than 7 inches at the centerline and 14 inches at the gutter
- Most economical of the three alternatives.

###### **b) Disadvantages**

- May not provide 1-foot of freeboard to all the flooded structures during a 100-year event.
- Temporary traffic disruptions and utility relocations will be necessary.
- Temporary and permanent easements will be required.

**3. Improvement Alternative 3: Stormsewer replacement**

**a) Advantages**

- Street flooding during the 100-year event along Reinhardt Street and Reinhardt Lane is reduced to less than 7 inches at the centerline and 14 inches at the gutter
- Reduces flow through original stormsewer branch.

**b) Disadvantages**

- Temporary traffic disruptions and utility relocations will be necessary.
- Adds additional storm sewer and roadway construction.
- Directly effects an additional seven residents compared to Alternative 2.

**B. Recommended Alternative**

Upon review of the advantages and disadvantages of the three alternatives, the estimated project costs, and the SMP priority ranking, Improvement Alternative 2 is recommended to address the structure and roadway flooding within the project area. Table 7 provides a comparison of the various estimated project costs and the SMP priority ranking for the three alternatives.

**Table 7 – Improvement Alternative Comparison**

Improvement Alternative	(A)	(B)	(C)	(D)	(E)
	Estimated Total Project Cost	Estimated Total SMP Eligible Cost	Estimated SMP Funding Amount = (B) x 75%	Estimated City Funding Amount = (A-B) + (B) x 25%	SMP Priority Ranking <sup>1</sup> = (B) / 240
1	\$5,563,680	\$4,872,960	\$3,654,720	\$1,908,960	20,304
2	\$2,504,300	\$2,310,140	\$1,732,610	\$771,690	9,626
3	\$2,865,370	\$2,642,710	\$1,982,040	\$883,330	11,011

<sup>1</sup> Each Alternative assumes a SMP Project Total Point total of 240 (see Appendix A for the rating table)

**IV. Acceptable by City within Upstream and Downstream Limits of Project**

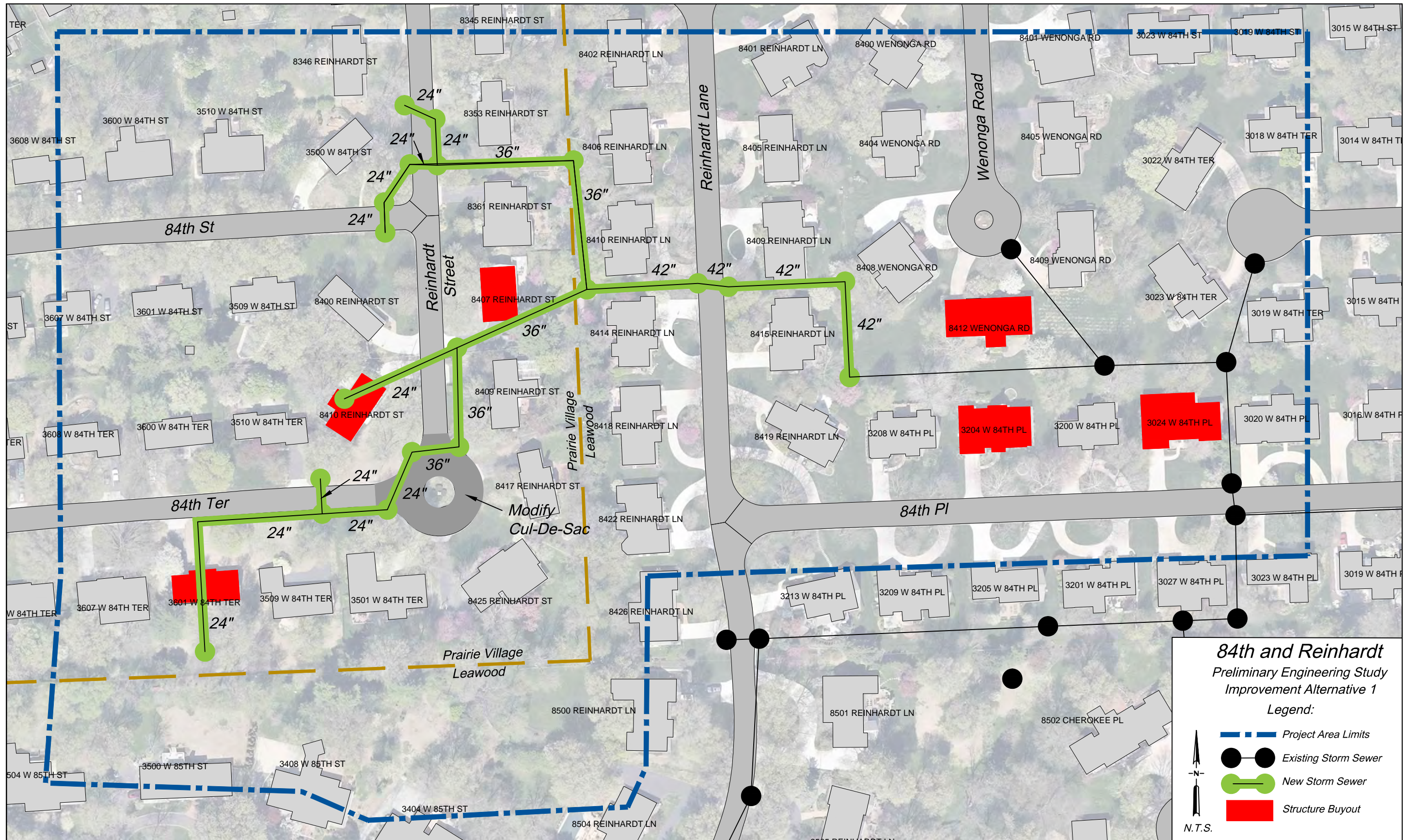
**A. City Correspondence**

As this project is in Prairie Village and Leawood, a meeting was held with staff with both cities to review the findings and recommendations of this study. The City of Leawood has reviewed and accepted the findings of this report. There is not another city impacted upstream of the project.

# Appendix A





## Improvement Alternative Information

- Flood Map – Figure 2
- Improvement Alternative 1 – Exhibit 1
- Improvement Alternative 2 – Exhibit 2
- Improvement Alternative 3 – Exhibit 3
- Opinion of Probable Costs
- Flood Problem Rating Table



**84th and Reinhardt**  
 Preliminary Engineering Study  
 Improvement Alternative 1

**Legend:**

-  Project Area Limits
  -  Existing Storm Sewer
  -  New Storm Sewer
  -  Structure Buyout
- N.T.S.

Johnson County Stormwater Management Plan  
Flood Problem Rating Table 1999

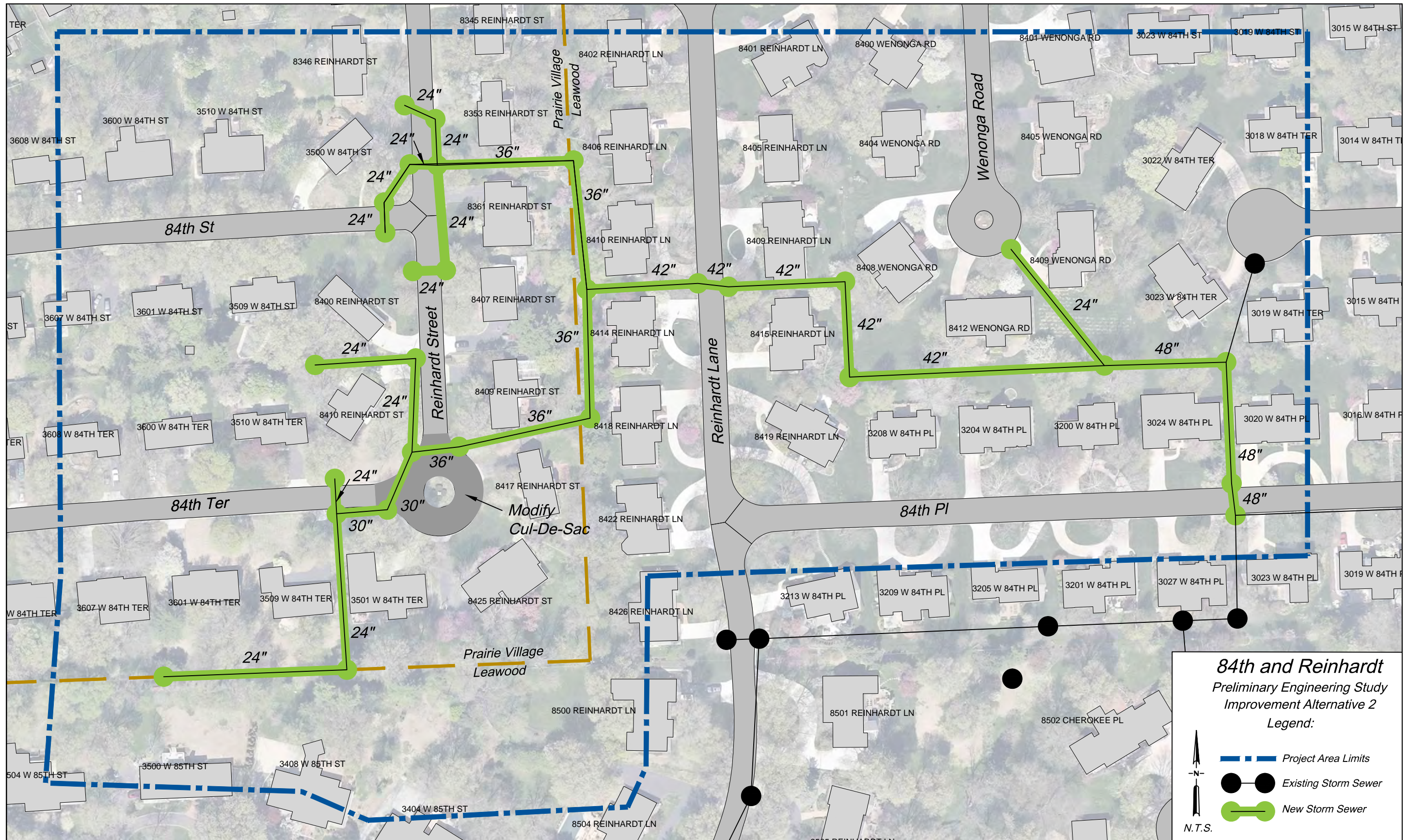
City: Prairie Village Basin & Watershed: Dyke's Branch  
 Location: 84th Terrace and Reinhardt Lane  
 Description of problem: Flooding of habitable buildings and street flooding

**Flood Problem Rating**




Factor #	Factor Description	Eliminates Factor	Rating Points	Frequency Multiplier	Severity Multiplier	Total Points
1	Loss of Life		40			
2	Flooding of habitable building	3	40	2	2	160
3	Flooding of garages and outbuildings	2	20			
4	Flooding arterial street or more than 7 inches	5,6,7	30			
5	Flooding collector street or more than 7 inches	4,6,7	25			
6	Flooding residential street of more than 7 inches	4,5,7	20	2	1.5	60
7	Widespread or long-term ponding in streets	4,5,6	20			
8	Erosion threatens habitable buildings, utilities, streets, bridges	9	30			
9	Erosion significant in unmaintained areas	8	10			
10	Erosion causes imminent drainage structure collapse	11,12	30			
11	Erosion causes marginal drainage structural collapse	10,12	15			
12	Erosion causes failure of drainage structure	10,11	10			
13	Other cities receiving benefits		20	1		20
14	Other cities contributing to flooding problem		10			
Project Total Points						240.0

Applies To	Frequency Multiplier	Multiplier Value
2-7	One time in ten years or by 6 to 10- to 100-year design storm	1
2-7	Two time in ten years or by 5- to 10-year design storm	2
2-7	Three or more times in ten years or less than under 5-year design storm	3
13,14	1 city receiving benefit	1
13,14	2 cities receiving benefit	2
13,14	3 or more cities receiving benefit	3

Applies to #	Severity Description	Multiplier Value
1	Number of known deaths *=1 for each death	*
2,3	1-5 buildings flooded historically or by 100-year design storm	1
2,3	6-9 buildings flooded historically or by 100-year design storm	2
2,3	10 or more buildings flooded historically or by 100-year design storm	3
4, 5, 6	Restricts emergency vehicles	1.5
8	Nuisance erosion creates maintenance problems	1
8	Moderate erosion, failure of structure or facility within next 5 years possible	2
8	Severe erosion, failure of structure or facility imminent	3
10-12	Collapse causes flooding of land by 100-year design storm	1
10-12	Collapse causes flooding of garages/outbuildings by 100-year design storm	1.5
10-12	Collapse causes 1-3 habitable buildings to be flooded	2
10-12	Collapse Causes 4-6 habitable building to floodec	3
10-12	Collapse Causes more than 6 habitable buildings to be flooded	4



**84th and Reinhardt**  
 Preliminary Engineering Study  
 Improvement Alternative 2  
 Legend:

-  Project Area Limits
  -  Existing Storm Sewer
  -  New Storm Sewer
- N.T.S.



**84th & Reinhardt Stormwater Improvements**

**Opinion of Probably Cost**

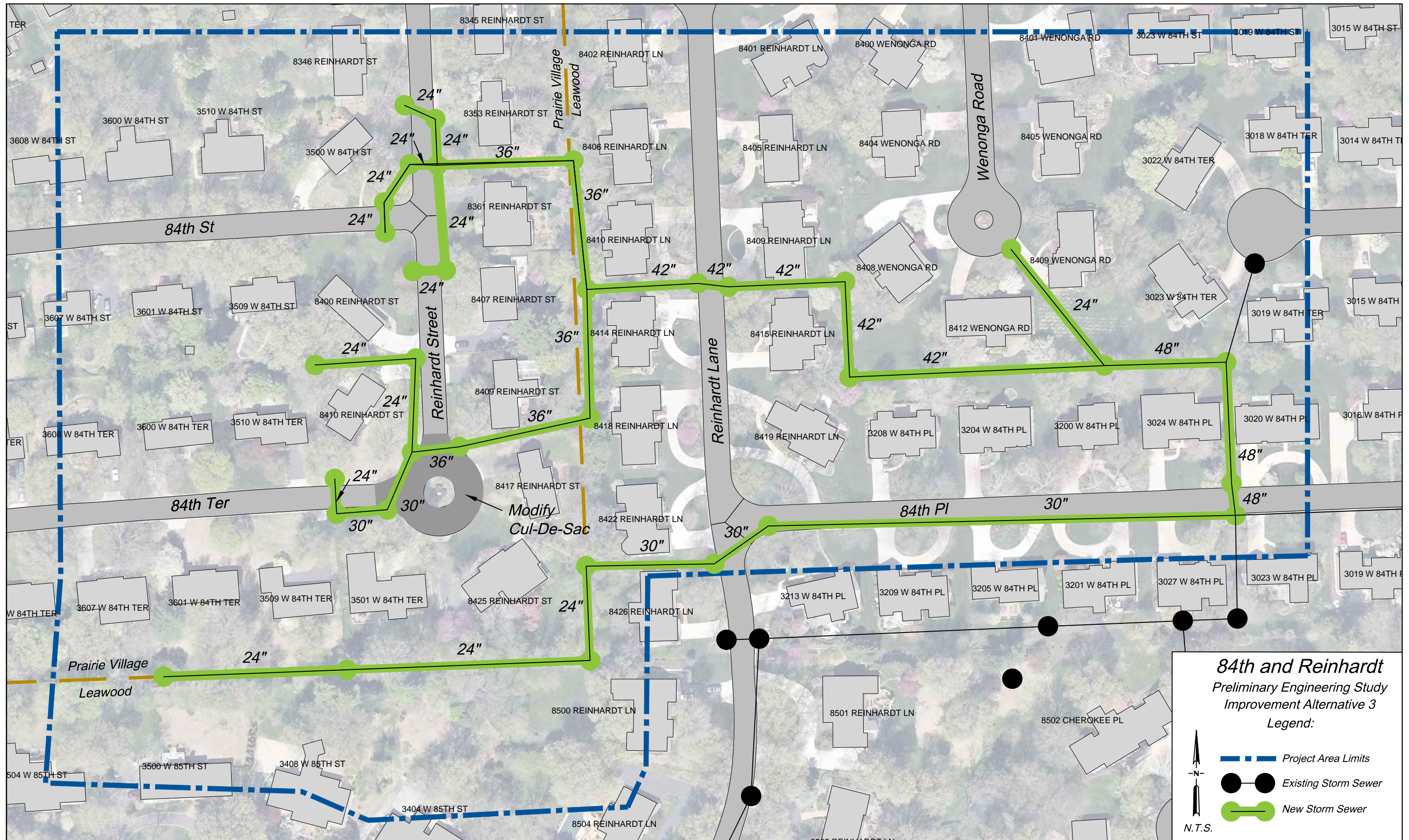
**Improvement Alternative 1 - Property Buyout & Stormsewer and Roadway Improvements**

January 18, 2017



Item Description	Unit	Estimated Unit Price	Estimated Quantity	Estimated Total Cost
<b>Property Acquisition</b>				
3601 W 84th Terrace				\$205,600
8410 Reinhardt Street				\$243,800
8407 Reinhardt Street				\$186,800
3204 W 84th Place				\$379,300
3024 W 84th Place				\$439,900
8412 Wenonga Road				\$638,000
Property Value Inflation (assuming 2018 property acquisition) - 4% per year				\$83,736
<b>Subtotal - Property Acquisition</b>				<b>\$2,177,136</b>
<b>Storm Sewer Improvements</b>				
Mobilization	LS	\$50,000	1	\$50,000
Pre-Construction Survey (EST)	LS	\$1,000	10	\$10,000
Clearing and Grubbing	EA	\$50,000	1	\$50,000
Large Trees (Removal)	EA	\$1,000	10	\$10,000
Removal of Existing Structures	LS	\$85,000	1	\$85,000
Swale Grading	LF	\$50	1750	\$87,500
Curb and Gutter Combined (Type A, B or C)	LF	\$40	560	\$22,400
Concrete Driveway Pavement (6")	SY	\$75	150	\$11,250
Storm Sewer (24" RCP Class III)	LF	\$140	475	\$66,500
Storm Sewer (30" RCP Class III)	LF	\$150	233	\$34,950
Storm Sewer (36" RCP Class III)	LF	\$200	545	\$109,000
Storm Sewer (42" RCP Class III)	LF	\$225	655	\$147,375
Inlet (6' x 4') (Curb, Standard)	EA	\$6,000	14	\$84,000
Area Inlet (6' x 4')	EA	\$6,000	7	\$42,000
Pavement Repair	SY	\$80	1030	\$82,400
Sanitary Sewer Service Replacement (6" DIP)	LF	\$325	250	\$81,250
Sanitary Sewer Manhole Replacement	EA	\$8,500	1	\$8,500
Sanitary Sewer Concrete Encasement	LF	\$190	50	\$9,500
Temporary Fence (EST)	LF	\$10	1900	\$19,000
Traffic Control	LS	\$15,000	1	\$15,000
Tree Replacement (EST)	EA	\$500	30	\$15,000
Sod (Fescue)	SY	\$10	9100	\$91,000
Landscaping	LS	\$25,000	1	\$25,000
Irrigation System Repairs	LF	\$25	1000	\$25,000
Erosion Control	LS	\$15,000	1	\$15,000
Project Sign	EA	\$1,000	2	\$2,000
Contractor Construction Staking	LS	\$15,000	1	\$15,000
Property Reclamation (e.g. demolition, re-grading, utility disconnections, restoration, etc.) - 30% of appraised value				\$653,140
<b>Subtotal - Storm Sewer Improvements and Channel Clearing</b>				<b>\$1,866,765</b>
<b>Administration, Design and Fees</b>				
Utility Coordination/Relocation (5% of Construction Costs <sup>1</sup> )				\$93,340
Local/State/Federal Permitting (3% of Construction Costs <sup>1</sup> )				\$56,010
Engineering Design (14% of Construction Costs <sup>1</sup> )				\$261,350
Construction Inspection				\$45,000
Contingency (20% of Construction Costs <sup>1</sup> )				\$373,360
<b>Subtotal - Administration, Design and Fees</b>				<b>\$829,060</b>
<b>Fees Ineligible for SMP Reimbursement</b>				
Legal, Administration, and Overhead (10% of Construction Costs <sup>1</sup> )				\$186,680
Property Acquisition Costs and Moving Expenses ( 25% of Construction Costs <sup>1</sup> )				\$466,700
Easement - Temporary (2% of Construction Costs <sup>1</sup> )				\$37,340
<b>Subtotal - Fees Ineligible for SMP Reimbursement</b>				<b>\$690,720</b>
<b>TOTAL PROJECT COST</b>				<b>\$5,563,680</b>
<b>SMP ELIGIBLE COST (TOTAL PROJECT COST - INELIGIBLE COST)</b>				<b>\$4,872,960</b>
<b>TOTAL SMP FUNDING (75% OF SMP ELIGIBLE COSTS)</b>				<b>\$3,654,720</b>
<b>CITY COST (SMP INELIGIBLE COSTS + 25% OF SMP ELIGIBLE COSTS)</b>				<b>\$1,908,960</b>

<sup>1</sup>Construction costs include the costs associated with Project Mobilization, Removal, Grading, and Restoration and Culvert and Street Reconstruction Improvements. The Construction Costs do not include Property Acquisition costs

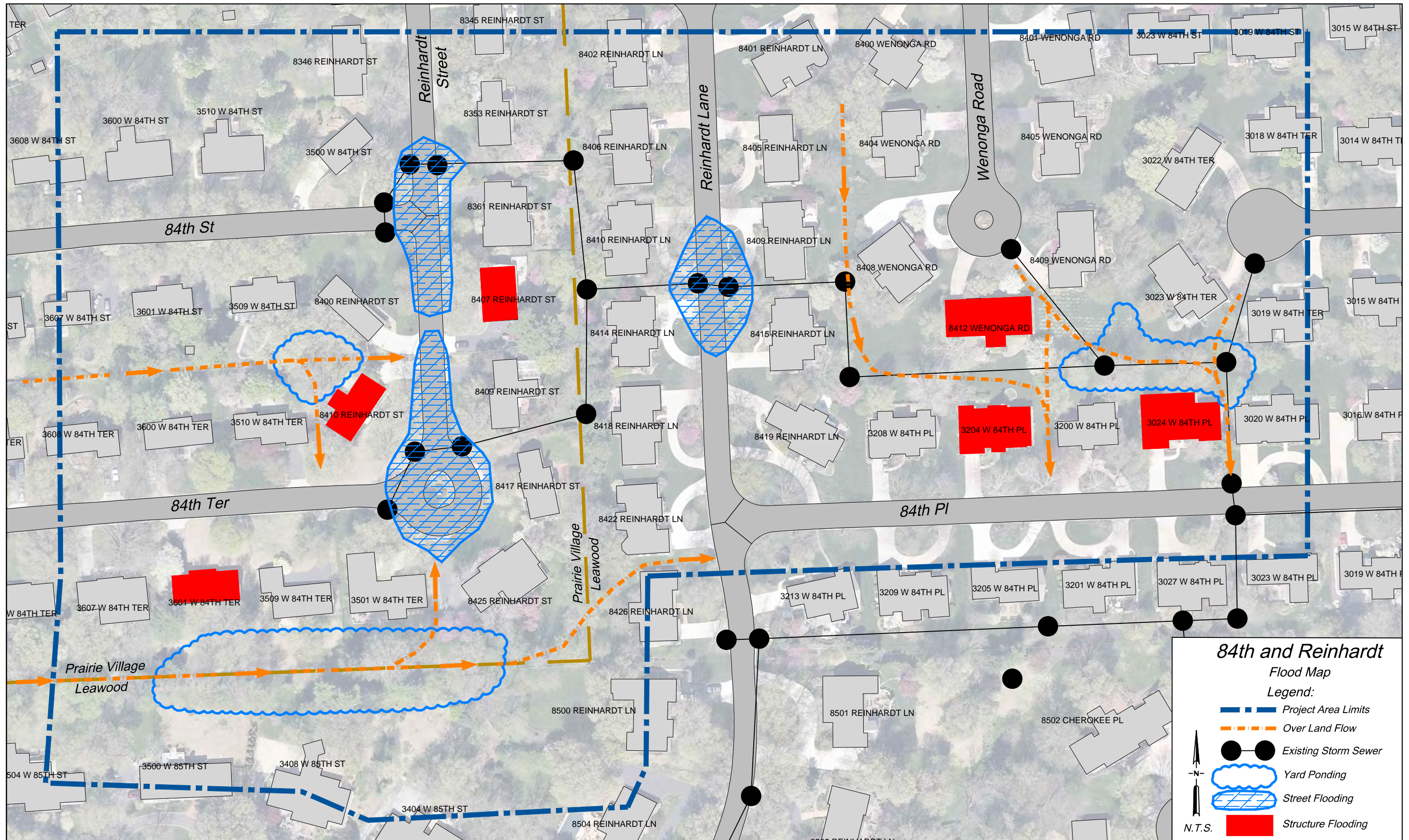


**84th & Reinhardt Stormwater Improvements**  
**Opinion of Probably Cost**  
**Improvement Alternative 2 - Stormsewer and Roadway Improvements**  
 January 18, 2017









Item Description	Unit	Estimated Unit Price	Estimated Quantity	Estimated Total Cost
<b>Storm Sewer Improvements and Channel Clearing</b>				
Mobilization	LS	\$50,000	1	\$50,000
Pre-Construction Survey (EST)	LS	\$1,000	10	\$10,000
Clearing and Grubbing	EA	\$50,000	1	\$50,000
Large Trees (Removal)	EA	\$1,000	10	\$10,000
Removal of Existing Structures	LS	\$85,000	1	\$85,000
Swale Grading	LF	\$50	2500	\$125,000
Curb and Gutter Combined (Type A, B or C)	LF	\$40	610	\$24,400
Concrete Driveway Pavement (6")	SY	\$75	160	\$12,000
Storm Sewer (24" RCP Class III)	LF	\$140	1000	\$140,000
Storm Sewer (30" RCP Class III)	LF	\$150	140	\$21,000
Storm Sewer (36" RCP Class III)	LF	\$200	571	\$114,200
Storm Sewer (42" RCP Class III)	LF	\$225	660	\$148,500
Storm Sewer (48" RCP Class III)	LF	\$250	295	\$73,750
Inlet (6' x 4') (Curb, Standard)	EA	\$6,000	19	\$114,000
Area Inlet (6' x 4')	EA	\$6,000	10	\$60,000
Pavement Repair	SY	\$80	1160	\$92,800
Sanitary Sewer Sevice Replacement (6" DIP)	LF	\$325	500	\$162,500
Sanitary Sewer Manhole Replacement	EA	\$8,500	1	\$8,500
Sanitary Sewer Concrete Encasement	LF	\$190	120	\$22,800
Temporary Fence (EST)	LF	\$10	4000	\$40,000
Traffic Control	LS	\$15,000	1	\$15,000
Tree Replacement (EST)	EA	\$500	30	\$15,000
Sod (Fescue)	SY	\$10	13400	\$134,000
Landscaping	LS	\$25,000	1	\$25,000
Irrigation System Repairs	LF	\$25	1300	\$32,500
Erosion Control	LS	\$15,000	1	\$15,000
Project Sign	EA	\$1,000	2	\$2,000
Contractor Construction Staking	LS	\$15,000	1	\$15,000
<b>Subtotal - Storm Sewer Improvements and Channel Clearing</b>				<b>\$1,617,950</b>
<b>Administration, Design and Fees</b>				
Utility Coordination/Relocation (5% of Construction Costs <sup>1</sup> )				\$80,900
Local/State/Federal Permitting (1% of Construciton Costs <sup>1</sup> )				\$16,180
Engineering Design (14% of Construction Costs <sup>1</sup> )				\$226,520
Construction Inspection				\$45,000
Contingency (20% of Construction Costs <sup>1</sup> )				\$323,590
<b>Subtotal - Administration, Design and Fees</b>				<b>\$692,190</b>
<b>Fees Ineligible for SMP Reimbursement</b>				
Legal, Administration, and Overhead (10% of Construction Costs <sup>1</sup> )				\$161,800
Easement - Temporary (2% of Construction Costs <sup>1</sup> )				\$32,360
<b>Subtotal - Fees Ineligible for SMP Reimbursement</b>				<b>\$194,160</b>
<b>TOTAL PROJECT COST</b>				<b>\$2,504,300</b>
<b>SMP ELIGIBLE COST (TOTAL PROJECT COST - INELIGIBLE COST)</b>				<b>\$2,310,140</b>
<b>TOTAL SMP FUNDING (75% OF SMP ELIGIBLE COSTS)</b>				<b>\$1,732,610</b>
<b>CITY COST (SMP INELIGIBLE COSTS + 25% OF SMP ELIGIBLE COSTS)</b>				<b>\$771,690</b>

<sup>1</sup>Construction costs include the costs associated with Project Removal, Grading, and Restoration and Storm Sewer and Street Reconstruction Improvements



**84th and Reinhardt  
Flood Map**

**Legend:**

-  Project Area Limits
  -  Over Land Flow
  -  Existing Storm Sewer
  -  Yard Ponding
  -  Street Flooding
  -  Structure Flooding
- N.T.S.

**84th & Reinhardt Stormwater Improvements**  
**Opinion of Probably Cost**  
**Improvement Alternative 3 - Stormsewer and Roadway Improvements**  
 January 18, 2017



Item Description	Unit	Estimated Unit Price	Estimated Quantity	Estimated Total Cost
<b>Storm Sewer Improvements and Channel Clearing</b>				
Mobilization	LS	\$50,000	1	\$50,000
Pre-Construction Survey (EST)	LS	\$1,000	10	\$10,000
Clearing and Grubbing	EA	\$50,000	1	\$50,000
Large Trees (Removal)	EA	\$1,000	12	\$12,000
Removal of Existing Structures	LS	\$85,000	1	\$85,000
Swale Grading	LF	\$50	2500	\$125,000
Curb and Gutter Combined (Type A, B or C)	LF	\$40	1285	\$51,400
Concrete Driveway Pavement (6")	SY	\$75	160	\$12,000
Storm Sewer (24" RCP Class III)	LF	\$140	1030	\$144,200
Storm Sewer (30" RCP Class III)	LF	\$150	965	\$144,750
Storm Sewer (36" RCP Class III)	LF	\$200	571	\$114,200
Storm Sewer (42" RCP Class III)	LF	\$225	660	\$148,500
Storm Sewer (48" RCP Class III)	LF	\$250	295	\$73,750
Inlet (6' x 4') (Curb, Standard)	EA	\$6,000	19	\$114,000
Area Inlet (6' x 4')	EA	\$6,000	10	\$60,000
Pavement Repair	SY	\$80	2280	\$182,400
Sanitary Sewer Sevice Replacement (6" DIP)	LF	\$325	500	\$162,500
Sanitary Sewer Manhole Replacement	EA	\$8,500	1	\$8,500
Sanitary Sewer Concrete Encasement	LF	\$190	120	\$22,800
Temporary Fence (EST)	LF	\$10	4000	\$40,000
Traffic Control	LS	\$15,000	1	\$15,000
Tree Replacement (EST)	EA	\$500	30	\$15,000
Sod (Fescue)	SY	\$10	12500	\$125,000
Landscaping	LS	\$25,000	1	\$25,000
Irrigation System Repairs	LF	\$25	1300	\$32,500
Erosion Control	LS	\$15,000	1	\$15,000
Project Sign	EA	\$1,000	2	\$2,000
Contractor Construction Staking	LS	\$15,000	1	\$15,000
<b>Subtotal - Storm Sewer Improvements and Channel Clearing</b>				<b>\$1,855,500</b>
<b>Administration, Design and Fees</b>				
Utility Coordination/Relocation (5% of Construction Costs <sup>1</sup> )				\$92,780
Local/State/Federal Permitting (1% of Construciton Costs <sup>1</sup> )				\$18,560
Engineering Design (14% of Construction Costs <sup>1</sup> )				\$259,770
Construction Inspection				\$45,000
Contingency (20% of Construction Costs <sup>1</sup> )				\$371,100
<b>Subtotal - Administration, Design and Fees</b>				<b>\$787,210</b>
<b>Fees Ineligible for SMP Reimbursement</b>				
Legal, Administration, and Overhead (10% of Construction Costs <sup>1</sup> )				\$185,550
Easement - Temporary (2% of Construction Costs <sup>1</sup> )				\$37,110
<b>Subtotal - Fees Ineligible for SMP Reimbursement</b>				<b>\$222,660</b>
<b>TOTAL PROJECT COST</b>				<b>\$2,865,370</b>
<b>SMP ELIGIBLE COST (TOTAL PROJECT COST - INELIGIBLE COST)</b>				<b>\$2,642,710</b>
<b>TOTAL SMP FUNDING (75% OF SMP ELIGIBLE COSTS)</b>				<b>\$1,982,040</b>
<b>CITY COST (SMP INELIGIBLE COSTS + 25% OF SMP ELIGIBLE COSTS)</b>				<b>\$883,330</b>

<sup>1</sup>Construction costs include the costs associated with Project Removal, Grading, and Restoration and Storm Sewer and Street Reconstruction Improvements

**84th & Reinhardt Stormwater Improvements**

January 18, 2017

	(A)	(B)	(C)	(D)	(E)	
Improvement Alternative	Estimated Total Project Cost	Estimated Total SMP Eligible Cost	Estimated SMP Funding Amount	Estimated City Funding Amount	SMP Project Total Points	SMP Priority Ranking
			= (B) x 75%	= (A-B) + (B) x 25%		= (B) / (E)
1	\$5,563,680	\$4,872,960	\$3,654,720	\$1,908,960	240	20,304
2	\$2,504,300	\$2,310,140	\$1,732,610	\$771,690	240	9,626
3	\$2,865,370	\$2,642,710	\$1,982,040	\$883,330	240	11,011

# Appendix B

Completed Flood History Questionnaires

# Appendix C

- Project Area Plats
- Sanitary Sewer As-builts



# CORINTH MEADOWS

485603  
 STATE OF KANSAS, Johnson Co., ss.  
 This instrument was filed for record on the  
 1955 JAN -7 PM 2:39  
 and duly recorded in Book 18  
 of Plats  
 page 6  
*Helen Judelson*  
 Register of Deeds

**DESCRIPTION:**  
 This is a subdivision of all that part of the Northwest Quarter of the Southwest Quarter of Section 27, Township 12, Range 25, Johnson County, Kansas described as follows: Beginning at the Southwest corner of said Quarter-Quarter Section a distance of 628.13 feet, thence North 64 degrees 29 minutes 50 seconds East a distance of 731.29 feet; thence due North 382.69 feet to a point in the North line of said Quarter Quarter Section; thence South 89 degrees 44 minutes East along said North line a distance of 146.50 feet; thence due South 260.7 feet; thence South 89 degrees 44 minutes East a distance of 511.5 feet to a point in the East line of said Quarter Quarter Section; thence South 0 degrees 04 minutes 28 seconds West a distance of 1066.69 feet to the Southeast corner of said Quarter Quarter Section; thence North 89 degrees 47 minutes 30 seconds West along the South line of said Quarter Quarter Section a distance of 1316.26 feet to the point of beginning containing 29.108 acres.

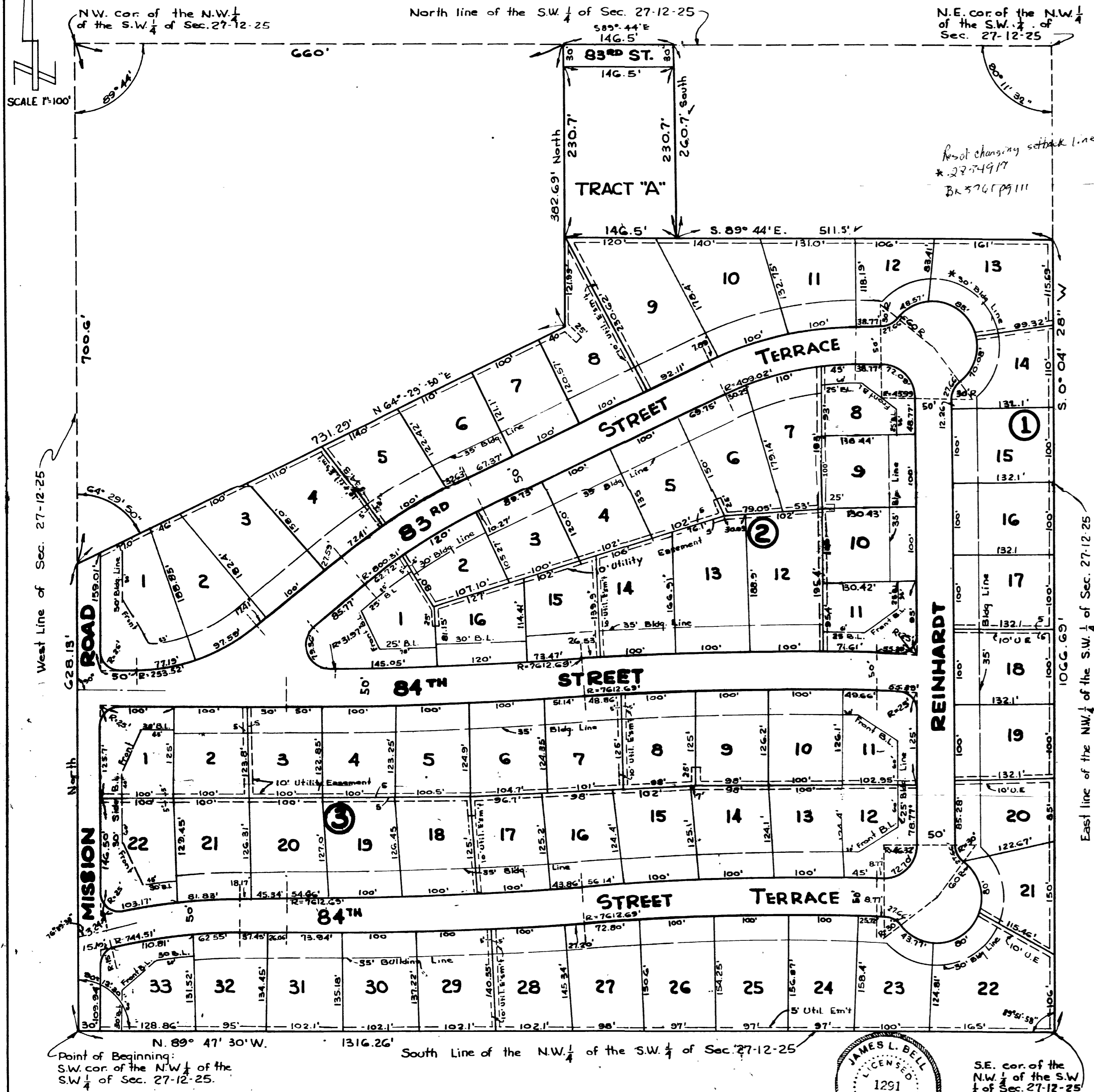
**CORINTH MEADOWS:**  
 The undersigned Geo. M. Siemens Building Co., a corporation duly organized under the Laws of the State of Missouri, proprietor of the real estate described herein, has caused the same to be subdivided in the manner as shown on this plat, which subdivision and plat shall hereafter be known as "CORINTH MEADOWS".  
 It shall be sufficient description of the lots on this plat and of each of them to designate the same by the numbers which appear on the face of the plat in the center of said lots, followed by the Block Number which appears in each block and then followed by the words "CORINTH MEADOWS".  
 The streets, roads, and drives shown on this plat and not heretofore dedicated to public use as thoroughfares are hereby so dedicated.  
 An easement or license is hereby granted to Johnson County and to all Public Utility Companies, duly incorporated and existing under the laws of the State of Kansas, to enter upon, construct and maintain; poles, wires, anchors, pipes, sewers, conduits, etc., upon over or under those areas outlined and designated on this plat as "Utility Easement".  
 The use of all lots shown on this plat shall be subject to the restrictions relative thereto, which are recorded in the Register of Deeds office of said county.  
 IN TESTIMONY WHEREOF: Geo. M. Siemens Building Co., a corporation, has caused these presents to be signed by its President, attested by its Secretary this 24th day of December, 1954.

*Geo. M. Siemens*  
 President  
*Nancy G. Clark*  
 Secretary

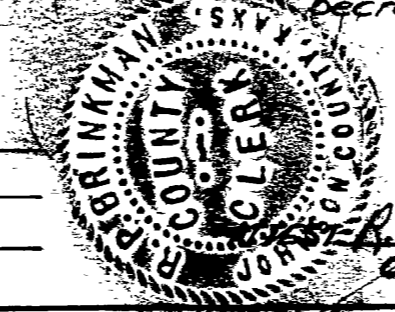
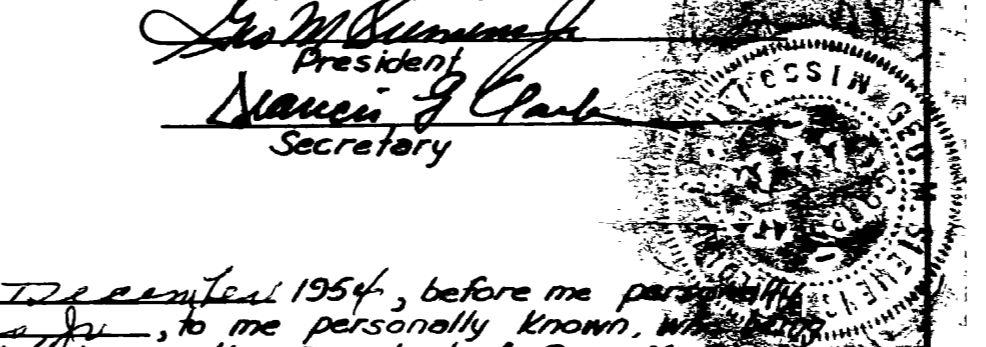
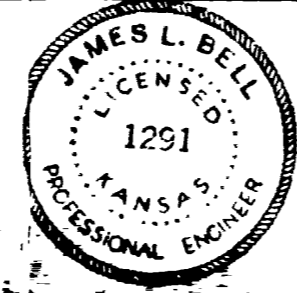
STATE OF ~~MISSOURI~~ KANSAS } s.s.  
 COUNTY OF ~~JEFFERSON~~ JOHNSON }  
 On this 24th day of December, 1954, before me personally appeared *Geo. M. Siemens*, to me personally known, who being by me duly sworn did say that he is the President of Geo. M. Siemens Building Co. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said *Geo. M. Siemens*, acknowledged said instrument to be the free act and deed of said corporation.

*Willard M. Culloch*  
 Notary Public in and for Johnson County, Kansas  
 My Commission Expires: MY COMMISSION EXPIRES FEB. 6, 1955

APPROVED: By the Mission Township Zoning Board this 30 day of Dec 1955  
*[Signature]*  
 Secretary  
 Jan 7, 1955  
 COUNTY COMMISSIONERS  
*[Signature]*  
 Secretary  
*[Signature]*  
 County Clerk J.S.



JAMES L. BELL & CO. - SURVEYORS & ENGINEERS



FILED BY  
JOHNSON COUNTY TITLE CO., INC.  
OLATHE, KANSAS

# THE CLOISTERS

(Lots 1 thru. 104)

This is a subdivision of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 27, Township 12, Range 25, in the City of Leawood, Johnson County, Kansas.

The above described tract of land contains 1,747,701.70 square feet of area or 40.12 acres.

The undersigned owners of the above described tract of land have caused the same to be subdivided in the manner as shown on this plat, which plat and subdivision shall hereafter be known as, "THE CLOISTERS".

The streets and roads shown on this plat and not heretofore dedicated to public use as thoroughfares are hereby so dedicated.

An easement or license is hereby granted to all properly authorized municipal and county governmental agencies to locate, construct and maintain or to authorize, the location, construction and maintenance of public utilities, including but not limited to conduits, water, gas and sewer pipes, poles, wires and anchors, and all or any of them upon those areas in this platted subdivision outlined on this plat by the words, "UTILITY EASEMENTS, or U.E.".

The front building lines shown on this plat conform to the zoning requirements of the City of Leawood. In event the City of Leawood or its political successor shall alter the zoning requirements so as to reduce the minimum building set back lines with respect to any of the property covered by this plat, then the building lines shown on this plat shall be deemed to have been altered to conform thereto.

IN TESTIMONY WHEREOF, Leawood Building Co., Inc. has by authority of its Board of Directors, caused these presents to be signed by its President and its corporate seal to be hereto affixed on this 3rd day of July, 1968.

LEAWOOD BUILDING CO., INC.

*John A. ...*  
President

ATTEST:

*M. C. Akere*  
Secretary

STATE OF Kansas  
COUNTY OF Johnson

IT IS REMEMBERED that on this 3rd day of July, 1968, before me, the undersigned, a notary public, in and for the county and state aforesaid, came *John A. ...* President of Leawood Building Co., Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri, and *M. C. Akere* Secretary of said corporation, who are personally known to me to be such officers and who are personally known to me to be the same person who executed as such officers, the within instrument of writing on behalf of said corporation and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

Survey and Plat by:  
FRED C. OLIVER, Surveyor

*Fred C. Oliver*

My Commission Expires

Nov. 13, 1971

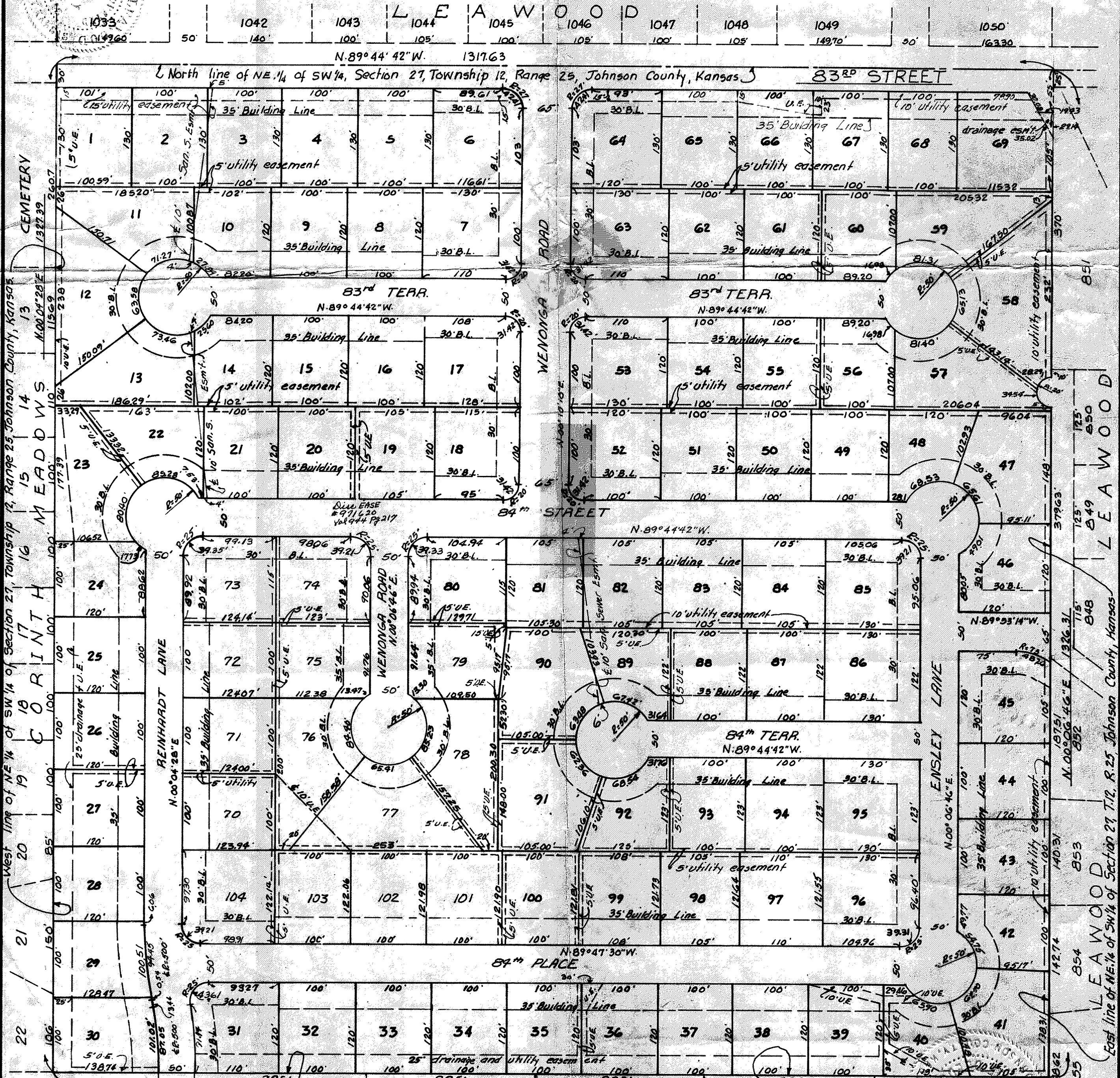
*Walter J. Bowman*  
Notary Public in and for the county and state aforesaid

I do hereby certify that the plat of THE CLOISTERS, lots 1 to 104, both inclusive, a subdivision in the City of Leawood, Johnson County, Kansas, has been approved by the City Council of said city on this 15th day of July, 1968.

City Clerk of the City of Leawood.

*Jimmy Oberlander* Dated this 19th day of July, 1968.

Registration:  
Missouri S. #117



70 69 58 57 43 42 41 40 39 38 37 36 35 34 33 32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

LEAWOOD LANE

84<sup>th</sup> PLACE

84<sup>th</sup> TERR.

83<sup>rd</sup> TERR.

83<sup>rd</sup> STREET

LEAWOOD

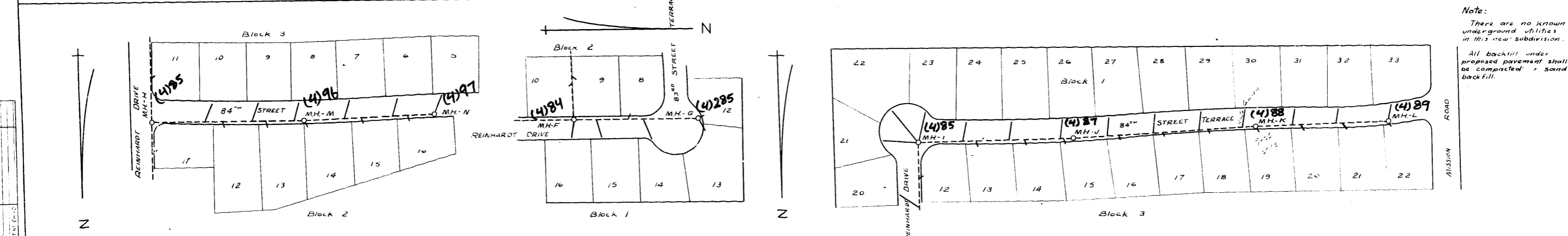
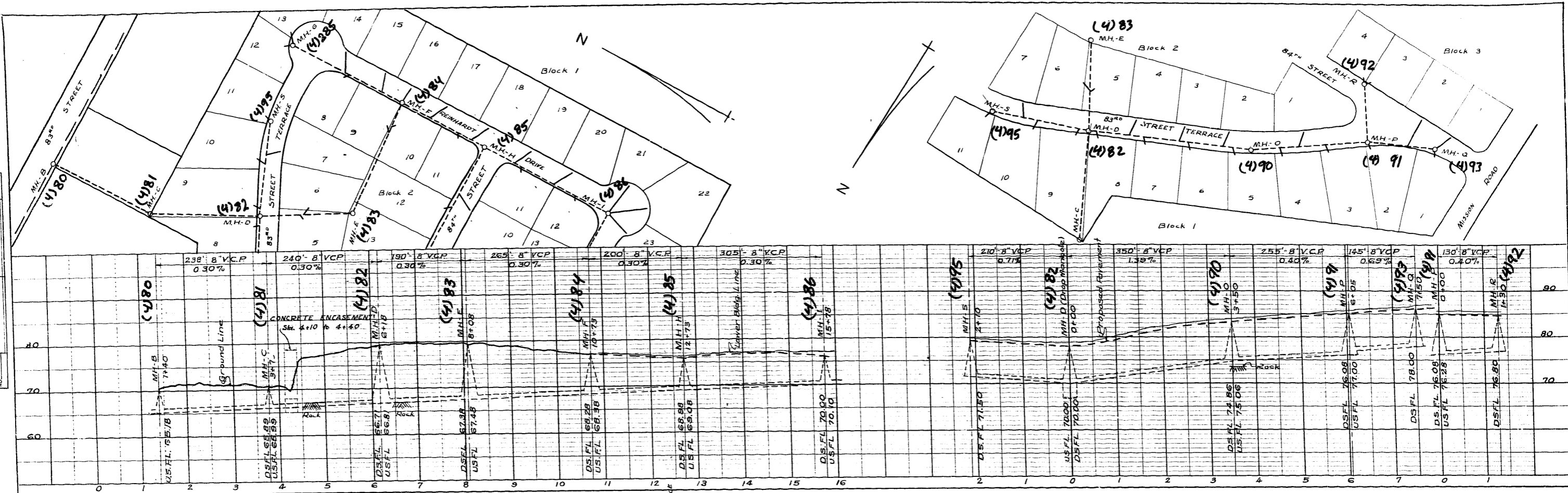
STATE OF KANSAS  
COUNTY OF JOHNSON  
FILED FOR RECORD

1968 AUG 1 PM 3 07 4

*Marguerite M. Brenner*  
MARGUERITE M. BRENNER  
REGISTER OF DEEDS  
OK 36 P. 40

DATE	
BY	
NO.	
PLAN	DESIGNED PLOTTED NOTE BOOK ALIGNMENT CHECKED REL. OF WAY CHECKED

DATE	
BY	
NO.	
PROFILE	SURVEYED POINTS CHECKED NOTE BOOK B.M. NOTED STRUCTURE NOTE NO. C-1



Note:  
There are no known underground utilities in this new subdivision.

All backfill under proposed pavement shall be compacted, sand backfill.

SCALE  
Plan 1"=100'  
H 1"=100'  
V 1"=10'

B.M. IRON PIN at E. MISSION ROAD AND SOUTH LINE of SUBDIVISION ELEV. 100.00  
Elev. 100.00 - 232.33 K.C. Mo. Datum

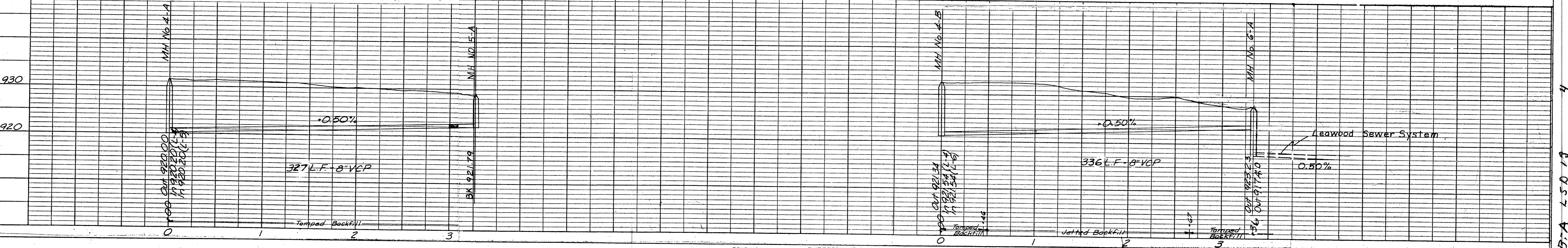
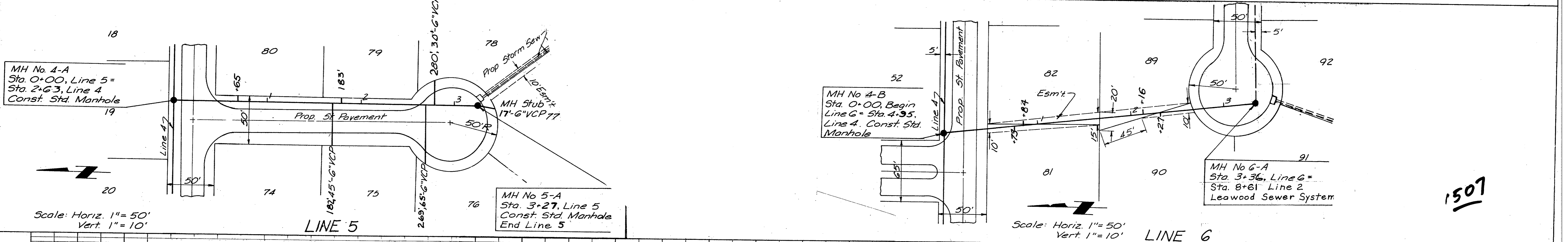
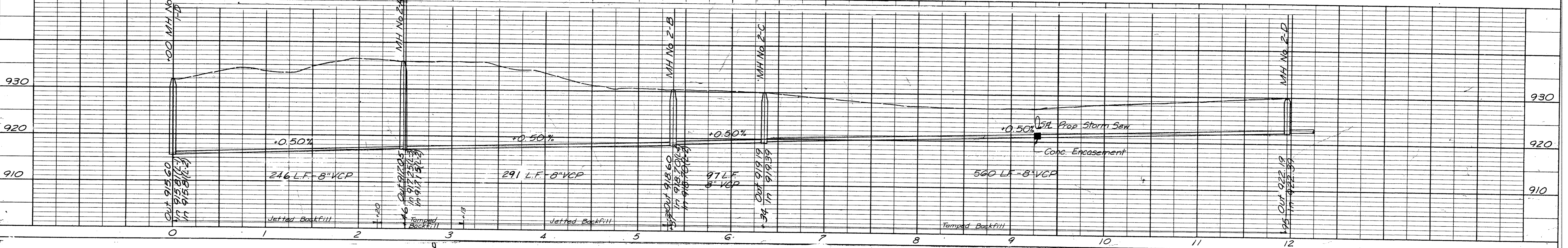
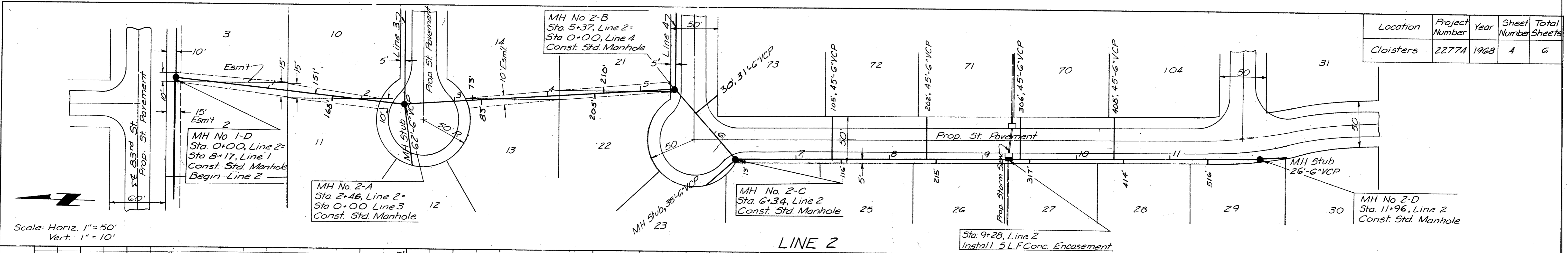
CORINTH MEADOWS  
JOHNSON COUNTY, KANSAS  
SIEMENS & BASCOM BLDG. CO.  
SANITARY SEWERS  
PLAN & PROFILE  
SHEET 2 OF 3  
JAMES L. BELL & COMPANY  
RALPH W. SPEARS - ENGINEER  
JOB NO 30703-E

LWC1 #C.M. CORINTH MEADOWS SH 02 OF 03

Location	Project Number	Year	Sheet Number	Total Sheets
Cloisters	22774	1968	4	6

PLAN  
 SURVEYED  
 PLOTTED  
 NOTE BOOK NO.  
 BY  
 DATE

PROFILE  
 SURVEYED  
 GRADES CHECKED  
 NOTE BOOK NO.  
 BY  
 DATE

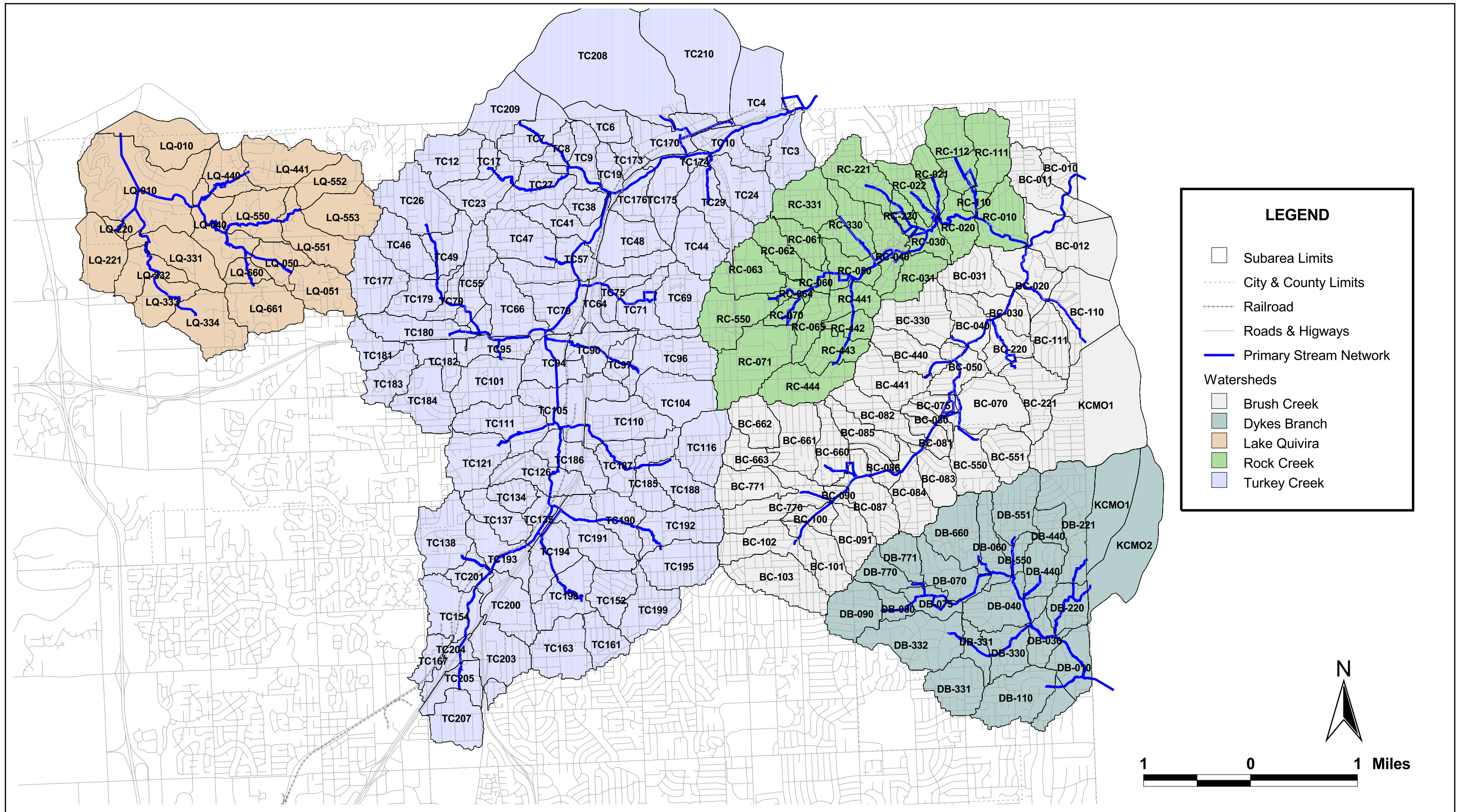


1507

D-D-A L5-D 13

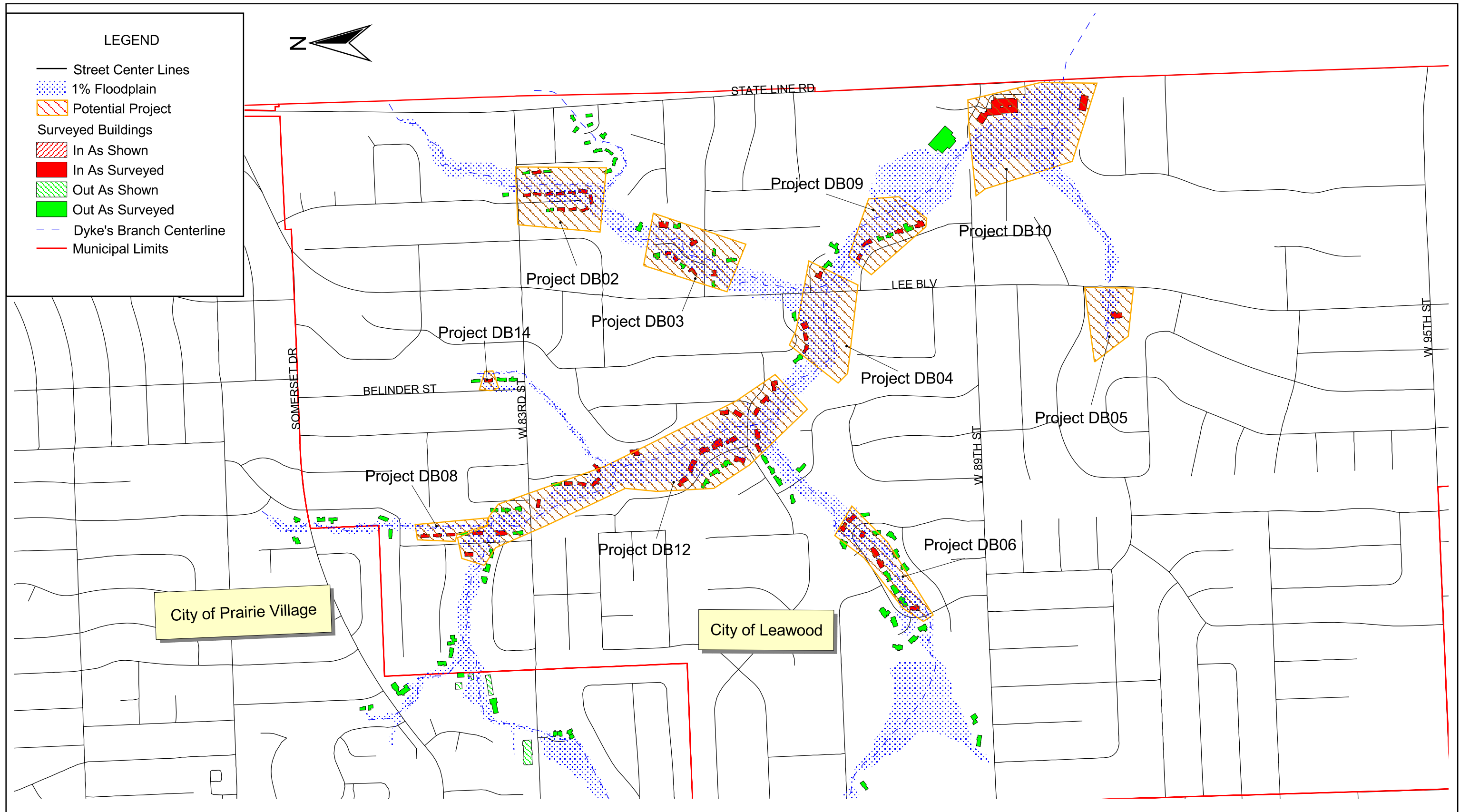
# Appendix D

Northeast Johnson County Watershed Study Information



**Northeast Johnson County  
Watershed Study**

**Figure 6-1  
Subarea Map**



**Northeast Johnson County  
Watershed Study**

**Figure 9-19  
City of Leawood  
Improvement Project Locations**

**NOTES TO USERS**

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

The **projection** used in the preparation of this map was Kansas State Plane North Zone (FIPS zone 1501). The **horizontal datum** was NAD 83, GRS 80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

Spatial Reference System Division  
National Geodetic Survey, NOAA  
Silver Spring Metro Center  
1315 East-West Highway  
Silver Spring, Maryland 20910  
(301) 713-3191

To obtain current elevation, description, and/or location information about the **bench marks** shown on this map, please contact the Automated Information Mapping System (AIMS) at (913) 715-1600, or visit their website at <http://aims.occogov.org/>.

**Base map** information shown on this FIRM was provided for Johnson County by Analytical Surveys, Inc. The vector data was derived from Aerial Photography, dated 1999-2000 and captured at a resolution of .5 feet.

This map reflects more detailed up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

**Corporate limits** shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and their website at <http://www.msc.fema.gov/>.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov/>.

**LEGEND**

- SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD**  
The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.
- ZONE A**  
No Base Flood Elevations determined.
- ZONE AE**  
Base Flood Elevations determined.
- ZONE AH**  
Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO**  
Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR**  
Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99**  
Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V**  
Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE**  
Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.
- FLOODWAY AREAS IN ZONE AE**  
The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.
- OTHER FLOOD AREAS**  
**ZONE X**  
Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.  
**ZONE X (Future Base Flood)**  
Areas of 1% annual chance flood based on future conditions hydrology. No Base Flood Elevations determined.
- OTHER AREAS**  
**ZONE X**  
Areas determined to be outside the 0.2% annual chance floodplain.  
**ZONE D**  
Areas in which flood hazards are undetermined, but possible.
- COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**  
CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.
- OTHERWISE PROTECTED AREAS (OPAs)**  
OPAs are normally located within or adjacent to Special Flood Hazard Areas.
- Floodplain Boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- Base Flood Elevation line and value; elevation in feet\*  
(EL 987)
- Base Flood Elevation value where uniform within zone; elevation in feet\*
- \*Referenced to the North American Vertical Datum of 1988
- Cross section line
- Transsect line
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
- 5000-foot grid ticks: Kansas State Plane coordinate system, north zone (FIPS Zone 1501), Transverse Mercator
- 1000-meter Universal Transverse Mercator grid values, zone 15
- Bench mark (see explanation in Notes to Users section of this FIRM panel)
- \*M1.5  
River Mile

MAP REPOSITORY  
REFER TO LISTING OF MAP REPOSITORIES ON MAP INDEX

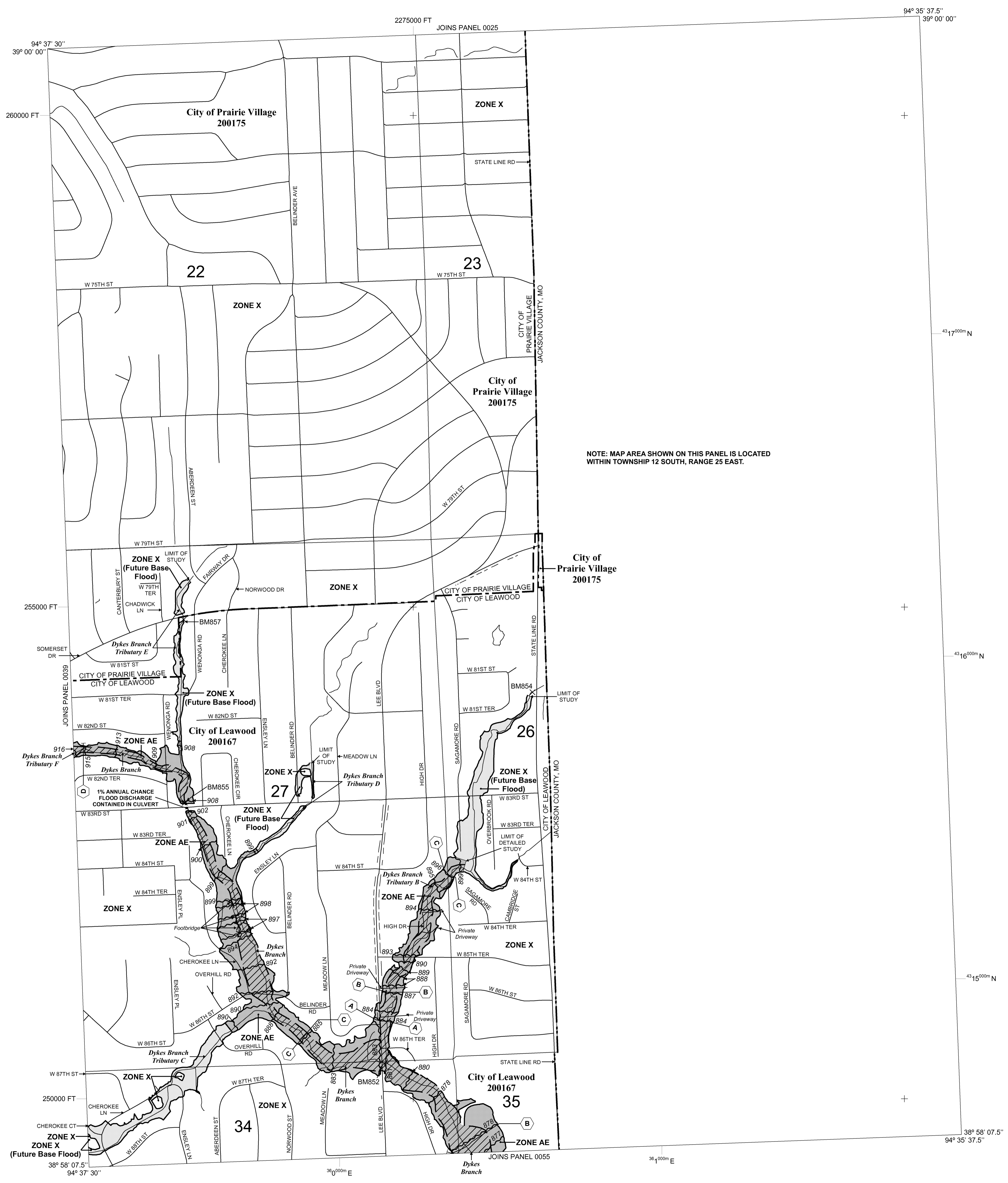
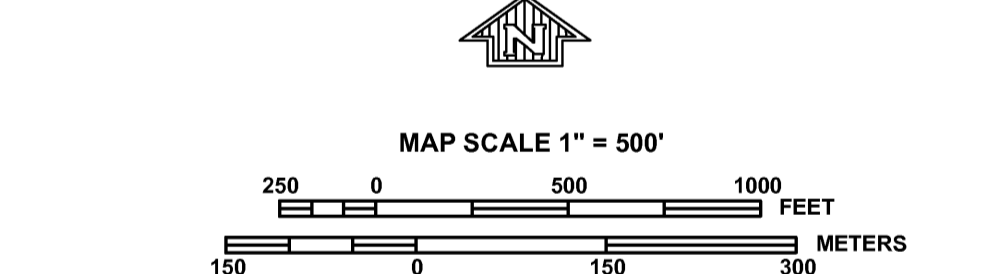
EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP  
SEPTEMBER 27, 1991

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL  
OCTOBER 18, 1995  
JULY 17, 1997  
JUNE 17, 2002

August 3, 2009 - to change the Base Flood Elevations, Special Flood Hazard Areas, floodway and zone designations; to add Base Flood Elevations, Special Flood Hazard Areas, floodway, roads and road names; to reflect updated topographic information; to incorporate previously issued Letters of Map Revision and to update corporate limits.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.



NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 12 SOUTH, RANGE 25 EAST.

**NATIONAL FLOOD INSURANCE PROGRAM**

**PANEL 0040G**

**FIRM**  
FLOOD INSURANCE RATE MAP

**JOHNSON COUNTY, KANSAS AND INCORPORATED AREAS**

**PANEL 40 OF 161**  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

**CONTAINS:**

COMMUNITY	NUMBER	PANEL	SUFFIX
LEAWOOD, CITY OF	200167	0040	G
PRAIRIE VILLAGE, CITY OF	200175	0040	G

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

**MAP NUMBER 20091C0040G**  
**MAP REVISED AUGUST 3, 2009**  
Federal Emergency Management Agency



# Appendix E

Original Flood Rating Submittal



# THE CITY OF PRAIRIE VILLAGE

## STAR OF KANSAS

November 30, 2016

Mr. Kent Lage, PE, Director  
UrbanServices Division  
Johnson County Public Works  
1800 W 56 Highway  
Olathe, KS 66061

RE: 84th and Reinhardt  
Prairie Village, Kansas

Dear Mr. Lage,

The City of Prairie Village is requesting to enter into an interlocal agreement to perform a Preliminary Engineering Study (PES).

The City of Prairie Village would like to prepare a PES to evaluate local flooding issues occurring in the Tomahawk Creek Watershed in the vicinity of 84th and Reinhardt. A Flood Rating Table, Location Map, and Drainage Area Map are included with this letter. The overall drainage area and flood issues associated with this project crosses into the City of Leawood and this will be a joint project. The Cities of Leawood and Prairie Village have coordinated on this effort to date with questionnaires being sent to residents in both municipalities. A copy of this letter is attached for reference.

The storm sewer system was modeled from the upstream inlets to Reinhardt Lane using XP-Storm software. Street flooding was verified in 2 locations with depths greater than 7 inches using our H&H model. The locations were at the intersection of 84th Street and Reinhardt Street and near the cul-de-sac at 84th Terrace and Reinhardt Street. Two of the homes were modeled as flooding in the 10 percent event. Additional homes responded by questionnaire noted flooding, these were outside of the modeling limits.

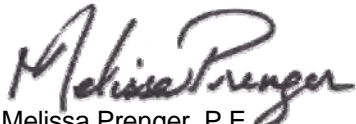
Flooding occurs due to flow restrictions of undersized storm sewer and lack of inlets.

This PES will evaluate flooding concerns at the four known properties and analyze the adjacent storm sewer system evaluating the capacity of the existing system to determine the limits of replacement required to alleviate the street flooding and the structural flooding.

Based on known flooding concerns, the total project points according to the Flood Problem Rating Table is 130.0.

Please feel free to contact me at 913-385-4655 with questions or if you require any additional information. If you determine that the project qualifies for SMP funding, please send the SMP project number, which will be included in the PES. The City anticipates having our consultant prepare and complete the PES by the required deadline for 2018 funding.

Sincerely,



Melissa Prenger, P.E.  
mprenger@pvkansas.com  
Senior Project Manager

attachments: Flood Rating Table, Project Location Map, Drainage Area Map, Project Questionnaire

CC: Keith Bredehoeft, DPW, Prairie Village  
David Ley, City Engineer, Leawood

Joe Johnson, DPW, Leawood

*Public Works working for you...*

*Providing the right service, at the right time, at the right cost.*

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3535 SOMERSET DRIVE \* PRAIRIE VILLAGE, KANSAS 66208 \* [www.pvkansas.com](http://www.pvkansas.com) \* [publicworks@pvkansas.com](mailto:publicworks@pvkansas.com)  
PUBLIC WORKS: 913/381-6464 \* FAX: 913/642-0117 \* SERVICE REQUEST LINE: 913/385-4647

Johnson County Stormwater Management Plan  
Flood Problem Rating Table 1999

City: Prairie Village Basin & Watershed: Dyke's Branch  
 Location: 84th Terrace and Reinhardt Lane  
 Description of problem: Flooding of habitable buildings and street flooding

**Flood Problem Rating**

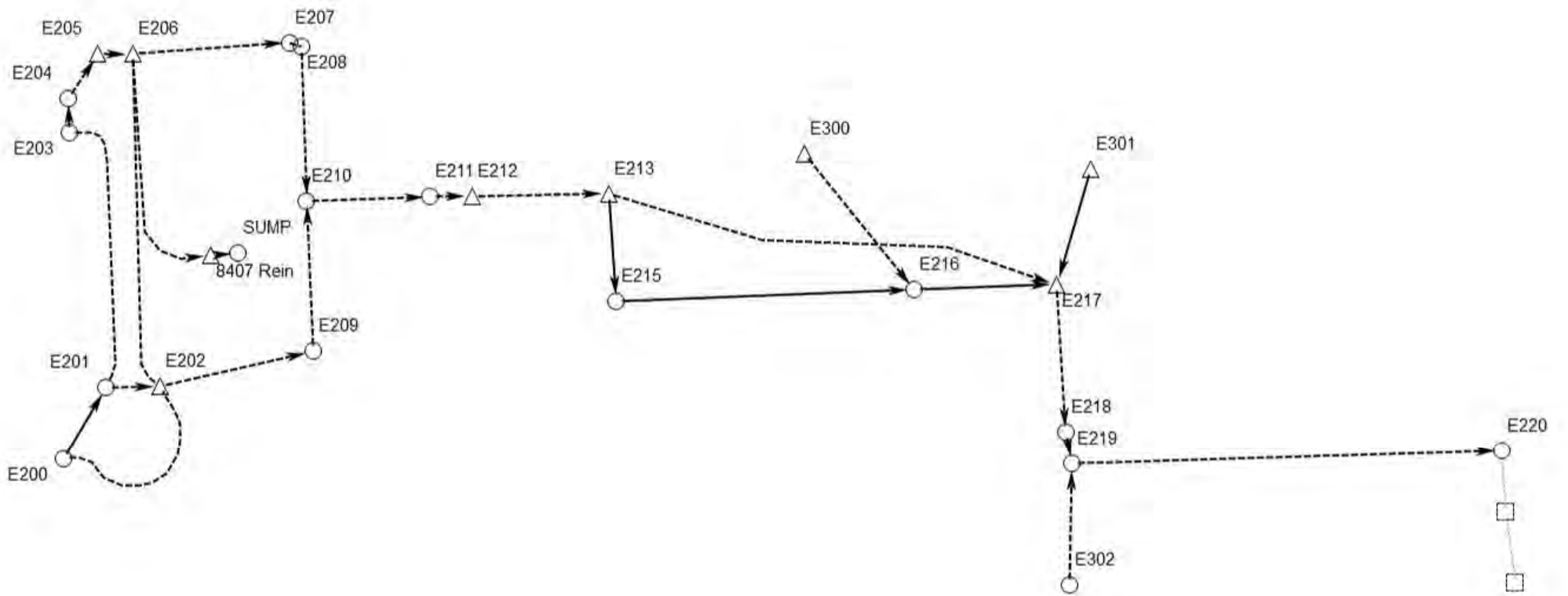
Factor #	Factor Description	Eliminates Factor	Rating Points	Frequency Multiplier	Severity Multiplier	Total Points
1	Loss of Life		40			
2	Flooding of habitable building	3	40	2	1	80
3	Flooding of garages and outbuildings	2	20			
4	Flooding arterial street or more than 7 inches	5,6,7	30			
5	Flooding collector street or more than 7 inches	4,6,7	25			
6	Flooding residential street of more than 7 inches	4,5,7	20	1	1.5	30
7	Widespread or long-term ponding in streets	4,5,6	20			
8	Erosion threatens habitable buildings, utilities, streets, bridges	9	30			
9	Erosion significant in unmaintained areas	8	10			
10	Erosion causes imminent drainage structure collapse	11,12	30			
11	Erosion causes marginal drainage structural collapse	10,12	15			
12	Erosion causes failure of drainage structure	10,11	10			
13	Other cities receiving benefits		20	1		20
14	Other cities contributing to flooding problem		10			
Project Total Points						130.0

Applies To	Frequency Multiplier	Multiplier Value
2-7	One time in ten years or by 6 to 10- to 100-year design storm	1
2-7	Two time in ten years or by 5- to 10-year design storm	2
2-7	Three or more times in ten years or less than under 5-year design storm	3
13,14	1 city receiving benefit	1
13,14	2 cities receiving benefit	2
13,14	3 or more cities receiving benefit	3

Applies to #	Severity Description	Multiplier Value
1	Number of known deaths *=1 for each death	*
2,3	1-5 buildings flooded historically or by 100-year design storm	1
2,3	6-9 buildings flooded historically or by 100-year design storm	2
2,3	10 or more buildings flooded historically or by 100-year design storm	3
4, 5, 6	Restricts emergency vehicles	1.5
8	Nuisance erosion creates maintenance problems	1
8	Moderate erosion, failure of structure or facility within next 5 years possible	2
8	Severe erosion, failure of structure or facility imminent	3
10-12	Collapse causes flooding of land by 100-year design storm	1
10-12	Collapse causes flooding of garages/outbuildings by 100-year design storm	1.5
10-12	Collapse causes 1-3 habitable buildings to be flooded	2
10-12	Collapse Causes 4-6 habitable building to floodec	3
10-12	Collapse Causes more than 6 habitable buildings to be flooded	4

# Appendix F

## Modeling Calculations



# Affinis Node

Name	Subcatchm	Area	Curve Number	Time of Conce	Max Flow
8407 Rein		0.000	0.0	0.0	0.0
E200	1	2.290	82.0	10.8	10.2
E201	1	5.571	82.0	20.2	19.9
E202	1	0.999	82.0	11.5	4.4
E203	1	1.935	82.0	11.5	8.5
E204	1	1.313	82.0	10.0	6.0
E205	1	3.574	82.0	15.4	14.4
E206	1	1.515	82.0	13.1	6.4
E207	1	1.460	82.0	11.9	6.4
E208		0.000	0.0	0.0	0.0
E209	1	0.300	82.0	10.3	1.4
E210	1	0.905	82.0	5.0	4.7
E211	1	2.177	86.0	10.0	10.9
E212	1	1.241	86.0	7.0	6.7
E213	1	1.449	86.0	7.0	7.9
E215		0.000	0.0	0.0	0.0
E216		0.000	0.0	0.0	0.0
E217	1	2.218	86.0	10.0	11.2
E218	1	1.076	86.0	7.0	5.8
E219	1	1.000	86.0	5.0	5.8
E220		0.000	0.0	0.0	0.0
E221		0.000	0.0	0.0	0.0
E222		0.000	0.0	0.0	0.0
E300	1	2.315	86.0	10.0	11.6
E301	1	2.221	86.0	7.0	12.1
E302	1	33.000	86.0	20.0	131.3
SUMP		0.000	0.0	0.0	0.0

# Affinis Node

Name	Subcatchm	Area	Curve Number	Time of Conce	Max Flow
8407 Rein		0.000	0.0	0.0	0.0
E200	1	2.290	82.0	10.8	16.8
E201	1	5.571	82.0	20.2	32.9
E202	1	0.999	82.0	11.5	7.2
E203	1	1.935	82.0	11.5	14.0
E204	1	1.313	82.0	10.0	9.8
E205	1	3.574	82.0	15.4	23.7
E206	1	1.515	82.0	13.1	10.6
E207	1	1.460	82.0	11.9	10.5
E208		0.000	0.0	0.0	0.0
E209	1	0.300	82.0	10.3	2.2
E210	1	0.905	82.0	5.0	7.8
E211	1	2.177	86.0	10.0	17.3
E212	1	1.241	86.0	7.0	10.7
E213	1	1.449	86.0	7.0	12.5
E215		0.000	0.0	0.0	0.0
E216		0.000	0.0	0.0	0.0
E217	1	2.218	86.0	10.0	17.6
E218	1	1.076	86.0	7.0	9.3
E219	1	1.000	86.0	5.0	9.2
E220		0.000	0.0	0.0	0.0
E221		0.000	0.0	0.0	0.0
E222		0.000	0.0	0.0	0.0
E300	1	2.315	86.0	10.0	18.4
E301	1	2.221	86.0	7.0	19.1
E302	1	33.000	86.0	20.0	208.4
SUMP		0.000	0.0	0.0	0.0

## Affinis Link

Name	Upstream Nod	Shape	Diameter (Hei)	Length	Upstream Inve	Downstream I	Conduit Slope	Max Flow	Max Flow/Desi	Max Velocity	Maximum Water Elevation (US)	Maximum Water Elevation (DS)
Link19	8407 Rein	Circular	6.0	10.000	927.69	927.59	1.00	0.0	0.00	0.000	-9e+099	-9e+099
E200-E201	E200	Circular	24.0	76.289	926.80	926.40	0.50	10.2	0.63	5.430	927.967	927.698
O-200202.1	E200	Natural	0.0	175.000	931.40	930.30	0.63	17.4	0.06	0.830	931.929	931.787
201-202	E201	Circular	36.0	50.204	926.10	925.80	0.50	30.7	1.34	9.270	931.871	931.787
O-201202	E201	Trapezoidal	2.4	10.000	931.00	930.00	0.00	133.8	8.00	4.550	931.871	931.787
E202-E209.	E202	Circular	36.0	143.168	925.50	924.80	0.50	35.5	1.60	11.240	931.787	930.319
O-202209	E202	Natural	0.0	85.000	931.40	930.25	1.35	15.6	0.16	3.130	931.787	930.624
E203-E204	E203	Circular	18.0	32.025	928.00	927.80	0.50	8.5	0.95	5.110	929.346	929.199
O203-201	E203	Natural	0.0	233.000	931.80	930.70	0.47	-0.0	0.00	0.010	931.885	931.871
E204-E205.	E204	Circular	24.0	49.483	927.50	927.30	0.50	14.2	0.65	5.780	931.741	931.644
O-E204E205	E204	Natural	0.0	60.000	931.60	930.40	2.00	0.4	0.01	0.030	931.741	931.644
E205-E206.	E205	Circular	30.0	32.163	927.20	927.00	0.50	19.6	0.87	6.530	931.644	931.651
O-205206	E205	Natural	2.4	25.000	931.10	930.50	2.40	30.7	5.29	1.050	-9e+099	-9e+099
E206-E207.	E206	Circular	36.0	143.738	925.50	924.80	0.50	28.0	1.58	8.390	931.651	929.941
O-206207	E206	Trapezoidal	2.4	33.000	932.00	930.20	0.00	0.0	0.00	0.000	-9e+099	-9e+099
O-206202.1	E206	Natural	0.0	10.000	931.40	930.30	0.00	-5.8	0.18	-0.470	931.775	931.787
O-206Weir	E206	Natural	0.0	150.000	931.40	929.90	1.00	0.7	0.07	1.250	931.651	930.092
YardWeir	E206							2.3	0.00	0.000	-9e+099	-9e+099
E207-E208.	E207	Circular	36.0	10.656	924.30	924.20	0.50	33.8	0.85	10.130	929.941	929.774
O-207208	E207	Trapezoidal	2.4	33.000	930.20	929.50	0.00	0.0	0.00	0.000	929.941	929.774
207-208	E208	Circular	36.0	141.246	924.20	923.50	0.50	25.9	1.55	8.210	929.774	929.138
O-208210	E208	Trapezoidal	2.4	141.246	929.50	929.30	0.14	15.1	2.48	4.160	929.774	929.570
209-210	E209	Circular	36.0	138.336	924.30	923.50	0.50	44.2	2.18	9.090	930.319	929.138
O-209210	E209	Trapezoidal	2.4	138.336	930.25	929.26	0.72	0.8	0.20	1.090	930.319	929.314
E210-E211_P	E210	Circular	42.0	116.103	923.00	922.40	0.50	0.0	0.00	0.000	0.000	0.000
E210-E211_O	E210	Trapezoidal	6.0	33.000	929.50	927.78	0.00	0.0	0.00	0.000	0.000	0.000
E211-E212_P	E211	Circular	42.0	37.230	922.10	921.90	0.50	0.0	0.00	0.000	0.000	0.000
E211-E212_O	E211	Trapezoidal	6.0	37.230	927.80	927.70	0.27	0.0	0.00	0.000	0.000	0.000
Outlet.1.4	E211							73.9	0.94	12.510	925.856	923.421
E212-E213_P	E212	Circular	42.0	125.400	921.60	921.00	0.48	0.0	0.00	0.000	0.000	0.000
E212-E213_O	E212	Trapezoidal	6.0	125.400	929.90	926.78	2.49	0.0	0.00	0.000	0.000	0.000
Outlet.1.5	E212							73.9	0.94	12.510	925.856	923.421
E213-E215	E213	Circular	42.0	102.660	920.50	920.00	0.50	99.9	1.53	10.600	924.170	923.098
E213-E217_O.1	E213	Trapezoidal	12.0	350.000	927.80	922.27	0.00	0.0	0.00	0.000	0.000	0.000
E215-E216	E215	Circular	42.0	274.170	919.50	917.50	0.73	99.8	1.16	10.680	923.098	920.564
E216-E217	E216	Circular	48.0	130.890	916.93	915.67	0.96	110.6	0.79	12.130	919.732	918.743
E217-E218_P	E217	Circular	48.0	34.320	915.67	915.37	0.87	0.0	0.00	0.000	0.000	0.000
E217-E218_O	E217	Trapezoidal	6.0	34.320	923.30	921.87	4.17	0.0	0.00	0.000	0.000	0.000
Outlet.1.2	E217							73.9	0.94	12.510	925.856	923.421
E218-E219_P	E218	Circular	48.0	34.320	915.37	914.27	3.21	0.0	0.00	0.000	0.000	0.000
E218-E219_O	E218	Trapezoidal	6.0	33.000	921.87	921.77	0.00	0.0	0.00	0.000	0.000	0.000
Outlet.1	E218							73.9	0.94	12.510	925.856	923.421
E219-E220_P	E219	Circular	48.0	401.950	914.27	909.44	1.20	0.0	0.00	0.000	0.000	0.000
E219-E220_O	E219	Trapezoidal	36.0	300.000	921.77	916.00	1.92	0.0	0.00	0.000	0.000	0.000
Outlet.1.1	E219							73.9	0.94	12.510	925.856	923.421
E220-E221	E220	Circular	48.0	60.900	909.44	905.82	5.94	0.0	0.00	0.000	0.000	0.000
E221-E222	E221	Circular	54.0	64.020	905.82	902.64	4.97	0.0	0.00	0.000	0.000	0.000
E300-E216_P	E300	Circular	24.0	160.410	923.77	917.00	4.22	0.0	0.00	0.000	0.000	0.000
E300-E216_O	E300	Trapezoidal	6.0	160.000	928.00	924.43	2.23	0.0	0.00	0.000	0.000	0.000
E301-E217	E301	Circular	15.6	110.290	925.31	915.67	8.74	12.0	0.63	13.260	926.030	918.743
E302-E219_P	E302	Circular	42.0	111.050	917.53	914.27	2.94	0.0	0.00	0.000	0.000	0.000
E302-E219_O	E302	Trapezoidal	36.0	100.000	924.73	921.77	2.96	0.0	0.00	0.000	0.000	0.000



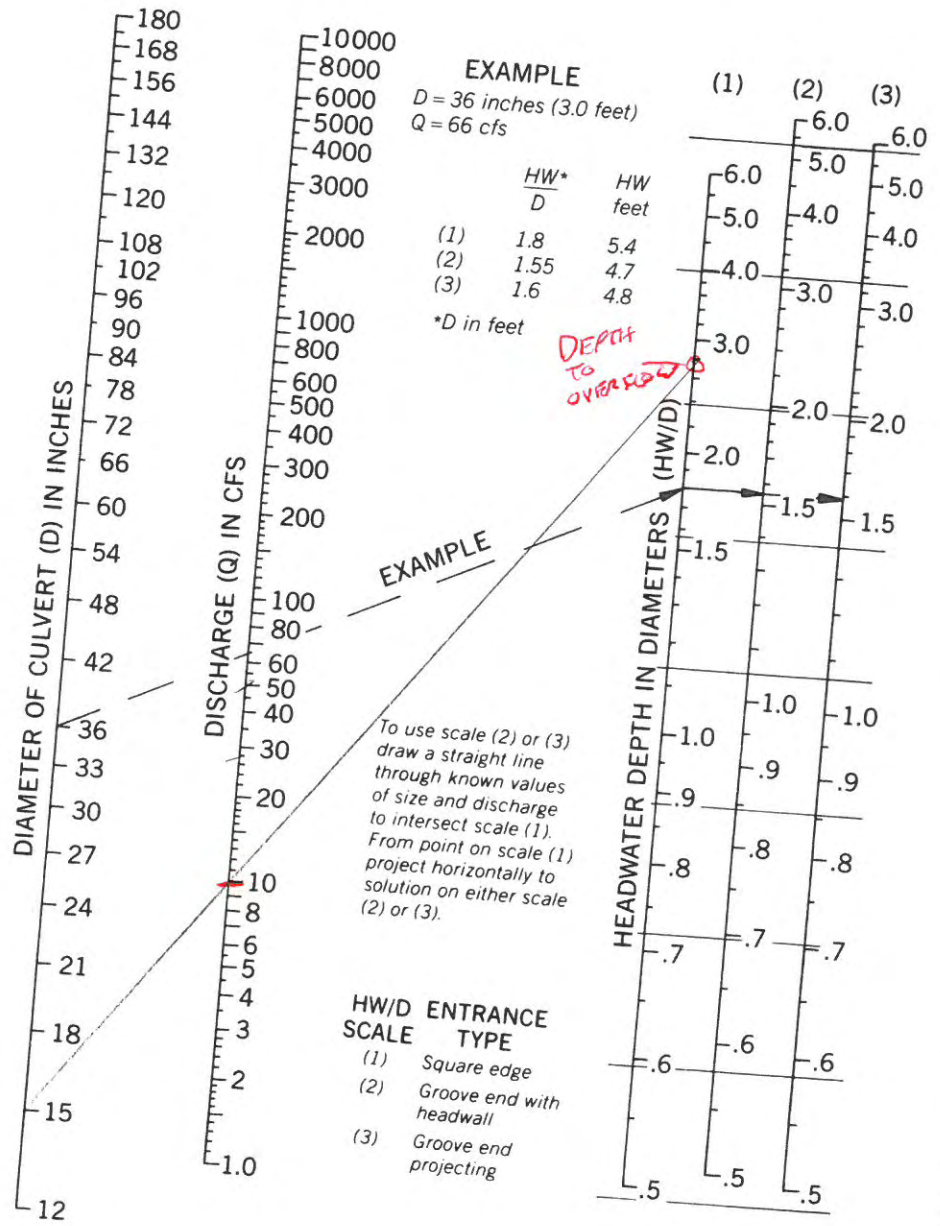
## Affinis Link

Name	Upstream Nod	Shape	Diameter (Hei)	Length	Upstream Inve	Downstream I	Conduit Slope	Max Flow	Max Flow/Desi	Max Velocity	Maximum Water Elevation (US)	Maximum Water Elevation (DS)
Link19	8407 Rein	Circular	6.0	10.000	927.69	927.59	1.00	0.0	0.00	0.000	-9e+099	-9e+099
E200-E201	E200	Circular	24.0	76.289	926.80	926.40	0.50	16.8	1.03	5.800	930.159	929.948
O-200202.1	E200	Natural	0.0	175.000	931.40	930.30	0.63	17.4	0.06	0.830	931.929	931.787
201-202	E201	Circular	36.0	50.204	926.10	925.80	0.50	30.7	1.34	9.270	931.871	931.787
O-201202	E201	Trapezoidal	2.4	10.000	931.00	930.00	0.00	133.8	8.00	4.550	931.871	931.787
E202-E209.	E202	Circular	36.0	143.168	925.50	924.80	0.50	35.5	1.60	11.240	931.787	930.319
O-202209	E202	Natural	0.0	85.000	931.40	930.25	1.35	15.6	0.16	3.130	931.787	930.624
E203-E204	E203	Circular	18.0	32.025	928.00	927.80	0.50	13.9	1.55	7.820	931.853	931.423
O203-201	E203	Natural	0.0	233.000	931.80	930.70	0.47	-0.0	0.00	0.010	931.885	931.871
E204-E205.	E204	Circular	24.0	49.483	927.50	927.30	0.50	14.2	0.65	5.780	931.741	931.644
O-E204E205	E204	Natural	0.0	60.000	931.60	930.40	2.00	0.4	0.01	0.030	931.741	931.644
E205-E206.	E205	Circular	30.0	32.163	927.20	927.00	0.50	19.6	0.87	6.530	931.644	931.651
O-205206	E205	Natural	2.4	25.000	931.10	930.50	2.40	30.7	5.29	1.050	-9e+099	-9e+099
E206-E207.	E206	Circular	36.0	143.738	925.50	924.80	0.50	28.0	1.58	8.390	931.651	929.941
O-206202.1	E206	Natural	0.0	10.000	931.40	930.30	0.00	-5.8	0.18	-0.470	931.775	931.787
O-206207	E206	Trapezoidal	2.4	33.000	932.00	930.20	0.00	0.0	0.00	0.000	-9e+099	-9e+099
O-206Weir	E206	Natural	0.0	150.000	931.40	929.90	1.00	0.7	0.07	1.250	931.651	930.092
YardWeir	E206							2.3	0.00	0.000	-9e+099	-9e+099
E207-E208.	E207	Circular	36.0	10.656	924.30	924.20	0.50	33.8	0.85	10.130	929.941	929.774
O-207208	E207	Trapezoidal	2.4	33.000	930.20	929.50	0.00	0.0	0.00	0.000	929.941	929.774
207-208	E208	Circular	36.0	141.246	924.20	923.50	0.50	25.9	1.55	8.210	929.774	929.138
O-208210	E208	Trapezoidal	2.4	141.246	929.50	929.30	0.14	15.1	2.48	4.160	929.774	929.570
209-210	E209	Circular	36.0	138.336	924.30	923.50	0.50	44.2	2.18	9.090	930.319	929.138
O-209210	E209	Trapezoidal	2.4	138.336	930.25	929.26	0.72	0.8	0.20	1.090	930.319	929.314
E210-E211_O	E210	Trapezoidal	6.0	33.000	929.50	927.78	0.00	0.0	0.00	0.000	0.000	0.000
E210-E211_P	E210	Circular	42.0	116.103	923.00	922.40	0.50	0.0	0.00	0.000	0.000	0.000
E211-E212_O	E211	Trapezoidal	6.0	37.230	927.80	927.70	0.27	0.0	0.00	0.000	0.000	0.000
E211-E212_P	E211	Circular	42.0	37.230	922.10	921.90	0.50	0.0	0.00	0.000	0.000	0.000
Outlet.1.4	E211							73.9	0.94	12.510	925.856	923.421
E212-E213_O	E212	Trapezoidal	6.0	125.400	929.90	926.78	2.49	0.0	0.00	0.000	0.000	0.000
E212-E213_P	E212	Circular	42.0	125.400	921.60	921.00	0.48	0.0	0.00	0.000	0.000	0.000
Outlet.1.5	E212							73.9	0.94	12.510	925.856	923.421
E213-E215	E213	Circular	42.0	102.660	920.50	920.00	0.50	123.0	1.89	12.740	926.885	925.677
E213-E217_O.1	E213	Trapezoidal	12.0	350.000	927.80	922.27	0.00	0.0	0.00	0.000	0.000	0.000
E215-E216	E215	Circular	42.0	274.170	919.50	917.50	0.73	123.3	1.44	12.970	925.677	923.118
E216-E217	E216	Circular	48.0	130.890	916.93	915.67	0.96	128.5	0.91	12.610	923.118	922.381
E217-E218_O	E217	Trapezoidal	6.0	34.320	923.30	921.87	4.17	0.0	0.00	0.000	0.000	0.000
E217-E218_P	E217	Circular	48.0	34.320	915.67	915.37	0.87	0.0	0.00	0.000	0.000	0.000
Outlet.1.2	E217							73.9	0.94	12.510	925.856	923.421
E218-E219_O	E218	Trapezoidal	6.0	33.000	921.87	921.77	0.00	0.0	0.00	0.000	0.000	0.000
E218-E219_P	E218	Circular	48.0	34.320	915.37	914.27	3.21	0.0	0.00	0.000	0.000	0.000
Outlet.1	E218							73.9	0.94	12.510	925.856	923.421
E219-E220_O	E219	Trapezoidal	36.0	300.000	921.77	916.00	1.92	0.0	0.00	0.000	0.000	0.000
E219-E220_P	E219	Circular	48.0	401.950	914.27	909.44	1.20	0.0	0.00	0.000	0.000	0.000
Outlet.1.1	E219							73.9	0.94	12.510	925.856	923.421
E220-E221	E220	Circular	48.0	60.900	909.44	905.82	5.94	0.0	0.00	0.000	0.000	0.000
E221-E222	E221	Circular	54.0	64.020	905.82	902.64	4.97	0.0	0.00	0.000	0.000	0.000
E300-E216_O	E300	Trapezoidal	6.0	160.000	928.00	924.43	2.23	0.0	0.00	0.000	0.000	0.000
E300-E216_P	E300	Circular	24.0	160.410	923.77	917.00	4.22	0.0	0.00	0.000	0.000	0.000
E301-E217	E301	Circular	15.6	110.290	925.31	915.67	8.74	16.4	0.86	14.690	927.019	922.381
E302-E219_O	E302	Trapezoidal	36.0	100.000	924.73	921.77	2.96	0.0	0.00	0.000	0.000	0.000
E302-E219_P	E302	Circular	42.0	111.050	917.53	914.27	2.94	0.0	0.00	0.000	0.000	0.000

WENHONG CHU DE-SAR  
GATE INLET

Figure 33

HEADWATER DEPTH FOR CIRCULAR CONCRETE PIPE CULVERTS WITH INLET CONTROL



BUREAU OF PUBLIC ROADS JAN. 1963

HEADWATER SCALES 2&3  
 REVISED MAY 1964

# Channel Report

## 84th Place Overflow

### Trapezoidal

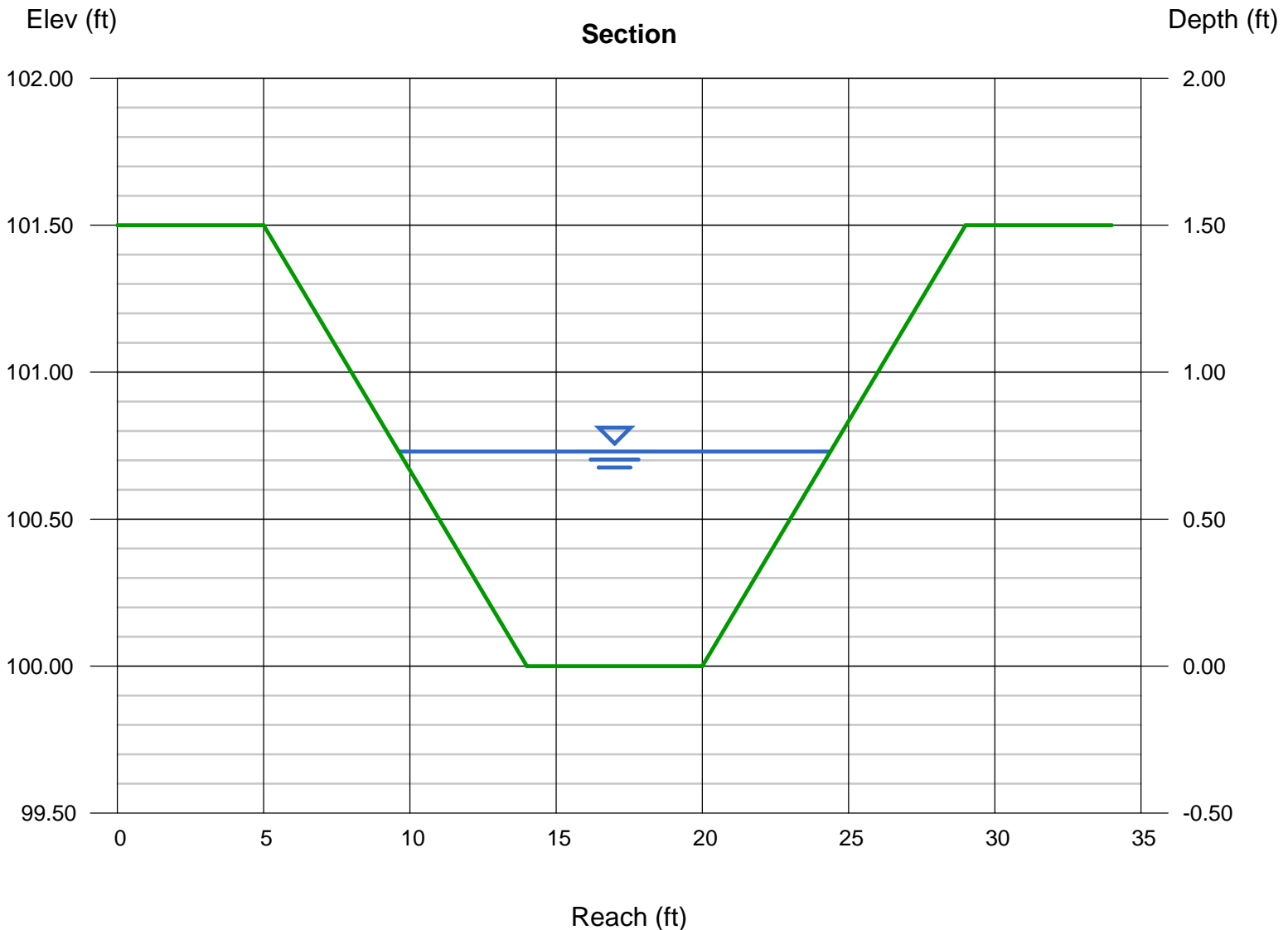
Bottom Width (ft) = 6.00  
Side Slopes (z:1) = 6.00, 6.00  
Total Depth (ft) = 1.50  
Invert Elev (ft) = 100.00  
Slope (%) = 1.00  
N-Value = 0.035

### Highlighted

Depth (ft) = 0.73  
Q (cfs) = 20.00  
Area (sqft) = 7.58  
Velocity (ft/s) = 2.64  
Wetted Perim (ft) = 14.88  
Crit Depth, Yc (ft) = 0.58  
Top Width (ft) = 14.76  
EGL (ft) = 0.84

### Calculations

Compute by: Known Q  
Known Q (cfs) = 20.00



# Channel Report

## Wenonga Bypass 100yr @ 8.3cfs

### User-defined

Invert Elev (ft) = 928.33  
 Slope (%) = 3.50  
 N-Value = 0.033

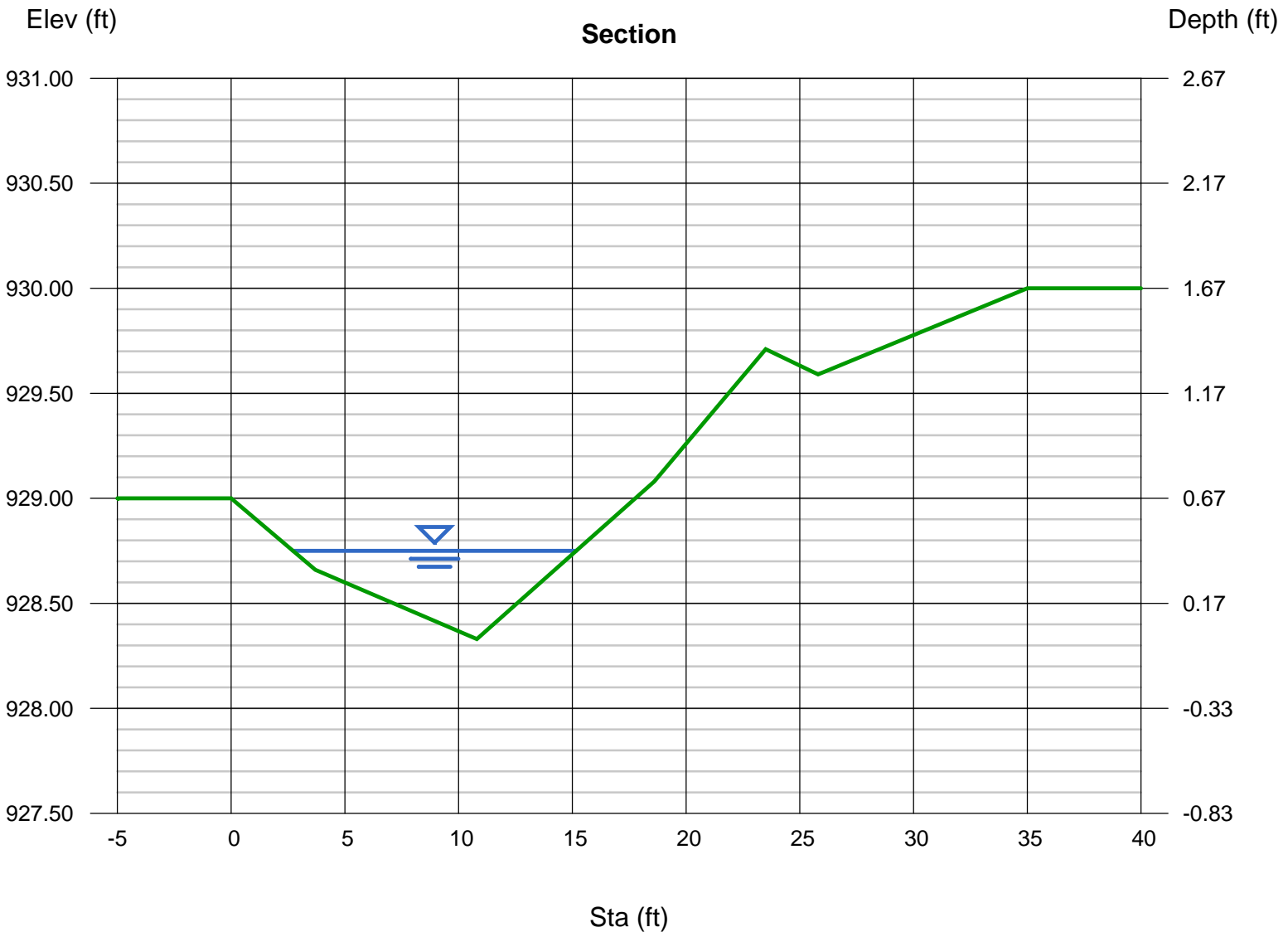
### Highlighted

Depth (ft) = 0.42  
 Q (cfs) = 8.300  
 Area (sqft) = 2.77  
 Velocity (ft/s) = 2.99  
 Wetted Perim (ft) = 12.48  
 Crit Depth, Yc (ft) = 0.44  
 Top Width (ft) = 12.45  
 EGL (ft) = 0.56

### Calculations

Compute by: Known Q  
 Known Q (cfs) = 8.30

(Sta, El, n) (Sta, El, n)...



**MAYOR'S ANNOUNCEMENTS**

**Monday, October 16, 2017**

**Committee meetings scheduled for the next two weeks:**

Environment/Recycle Committee	10/25/2017	5:30 p.m.
Tree Board Meeting	11/01/2017	6:00 p.m.
Council Committee of the Whole	11/06/2017	6:00 p.m.
City Council	11/06/2017	7:30 p.m.

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The Prairie Village Arts Council is pleased to present the 11<sup>th</sup> annual State of the Arts Exhibit in the R.G. Endres Gallery during the month of October.

Save the Date for the Annual National League of Cities Conference in Charlotte, November 15-18, 2017.

Save the Date for the Annual NEJC Chamber Gala on Saturday, November 18 at the Overland Park Marriott.

Save the Date for the Mayor's Holiday Tree Lighting on Thursday, November 30<sup>th</sup> from 6 p.m. to 7 p.m. at Corinth Square Shopping Center.

Save the Date for the Prairie Village Foundation's annual Gingerbread House event on Sunday, December 3<sup>rd</sup>.

Save the Date for the Annual Volunteer Appreciation Event on Friday, December 8<sup>th</sup> at 6:30 p.m. at Milburn Country Club.

**INFORMATIONAL ITEMS**  
**October 16, 2017**

1. Council Committee of the Whole - October 2, 2017
2. Planning Commission Minutes - September 12, 2017
3. PV Arts Council - September 7, 2017
4. Park & Recreation Committee - September 13, 2017
5. CFD2 Monthly Report - September
6. Mark Your Calendar

**COUNCIL COMMITTEE OF THE WHOLE  
OCTOBER 2, 2017**

The Council Committee of the Whole met on Monday, October 2, 2017 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Jori Nelson with the following members present: Mayor Wassmer, Chad Herring, Jori Nelson, Serena Schermoly, Steve Noll, Eric Mikkelson, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden, Ted Odell and Terence Gallagher.

Staff Members present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft; Public Works Director; Katie Logan, City Attorney; Wes Jordan, City Administrator; Lisa Santa Maria, Finance Director; Alley Williams, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

**Executive Session**

Ted Odell moved that the Governing Body, recess into Executive Session in the Multi-Purpose Room for a period not to exceed 30 minutes to discuss possible public financing request for Corinth South Shopping Center; pursuant to KSA 75-4319 (b) (2) consulting with the City Attorney on matters which are privileged in the attorney-client relationship. Present will be the Mayor, City Council, City Attorney, City Administrator, Finance Director and City's Financial Advisor. The open meeting will resume in the City Council Chambers at 6:30 p.m. The motion was seconded by Serena Schermoly and passed unanimously.

Council President Jori Nelson stated "It is 6:30 p.m. and the Committee of the Whole is reconvened in open session from executive session where no binding action was taken.

**Village Square Presentation**

Consider approval of the next step in the services agreement with BBN Architects to hold a resident meeting to solicit feedback from the community on the preliminary concept of Village Square as part of the update to the Harmon and Santa Fe Parks Master Plan.

Scott Bingham with BBN Architects stated the city has a great opportunity with a great location for the redevelopment of Harmon and Santa Fe Parks as a multi-use and intergenerational park complex. 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. 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 an amphitheater area, creating a more permanent facility. While the City did resurface the Harmon Park Tennis Courts in 2014, no additional Parks Master Plan recommendations have been implemented.

As part of the 2017 budget, the City Council approved allotting \$50,000 from the economic development fund to study the “Village Square” concept. The Village Square Committee was formed comprising Council members Morehead, Gallagher, McFadden and Myers; Prairie Village residents Randy Knight and Jonathan Birkel and three city staff Wes Jordan, Keith Bredehoeft and Alley Williams to oversee the study.

On April 3, 2017, the City Council approved a services agreement with BBN Architects for a concept study for Village Square/Harmon Park. With City Council’s approval, the next step would be to take the preliminary concept to the public for feedback.

Mr. Bingham noted the Village Square Committee met several times including meetings with the Park & Recreation Committee and Tree Board. The goal of the study was to utilize and build upon the 2009 Parks Master Plan for Harmon and Santa Fe Parks to transform the underutilized park and green space of the parks into a focal point in the heart of the City by offering an array of activity opportunities, connectivity and intergenerational appeal to the community. In the process, they assessed the existing Harmon Park and Santa Fe conditions and did a site analysis creating early concepts reflecting potential park changes. The project started out as an amphitheater project; however, the amphitheater concept is too restrictive to other park uses. They feel an open performance area is more adaptable. Several early concepts were reviewed by the committee resulting in the plan being presented to the City Council.

Scott Bingham stated that the proposed development is recommended to be completed in three phases and reviewed the elements of each phase.

### **Phase 1**

- Relocation of the Skate Park - The current location is distracting and cumbersome to work around for other activities. The proposed location is on the south property line near the fire station.
- The current location of the skate park bowl will become an estate plaza.
- The remainder of the skate park area will become a concrete performance pad and with grass seating to the west. The proposed seating area will increase from 27,287 square feet to 41,711 square feet. Additional grading will be required. This area could be used for showing movies in the park, Villagefest and Jazzfest performances. The area to the east is proposed to be a terrace staging area for performances or for other gatherings.
- Replacement of Harmon Park pavilion with a new smaller open pavilion. Mr. Bingham noted that the large size is needed twice a year. The proposed structure would be visible from Mission Road and accommodate 100 people. The restrooms would be relocated further to the south.
- It was noted the parking area is not efficient and the plan proposes redoing the parking moving the practice tennis courts to the east of the existing courts and making a larger more practical parking lot. (This was a recommendation of the 2009 Parks Master Plan.)
- Also included in the 2009 Parks Master Plan was a walking trail. The plan proposes an 8’ wide trail that will connect the southeast and southwest corners creating approximately a half mile loop.



- Phase 1 is a significant phase that will include all the underground and utility work for the project.

## Phase 2

- Construction of the open performance pavilion on a raised platform 30' x 60', a two sided structure facing to the west.
- Playground - The current Harmon playground would be replaced with an interpretive fully accessible play area for use by all. A splash pad is also being proposed and a small pavilion where people can sit while watching their children
- A nature based play area will be added by the Santa Fe pavilion. This will increase the use of this underutilized area.

## Phase 3

- Improvements around the perimeter of the complex
- Lighting improvements, including stage lighting for the performance pavilion
- Creation of gateway southeast entrance and exit that would allow for three lanes. Looking up the entrance would present a clear view of the performance area and the pavilion/park at the top of the hill. Mr. Bingham noted that a stop light would be necessary due to the location of the police station for emergency access.
- Pool house renovation to accommodate the sale of food to park users as well pool users.
- Expansion of parking in the southwest corner of the site around the existing water tower.

## Summary

**Phase 1** including grading, utilities, walking trail, west parking lot, relocated practice tennis courts, large pavilion and restroom - projected cost: \$2,239,725

**Phase 2** including performance pavilion, splash pad, small pavilion and Santa Fe Playground - projected cost: \$2,222,531

**Phase 3** including southeast entrance, water tower parking and enhanced performance lighting - projected cost: \$692,009

**Total Cost \$5,154,265**

Scott Bingham noted that costs for the skate park, inclusive playground equipment and pool house costs are not included in the projected estimate as they are already included in the city's five year Capital Improvement Plan.

Eric Mikkelson noted the current skate park has both a plaza area and bowl, while the project skate park does not include a bowl. Mr. Bingham replied that the plaza gets the bulk of the use. Mrs. Myers stated that BBN had consulted with skate park specialists who indicated that the bowl is no longer a desired feature. Mr. Mikkelson asked if the students currently using the skate park had given input.

Mr. Mikkelson added he was approached by students at Lancer Day who were concerned with losing the disc golf course. Mr. Bingham replied that amenity remains in the plan. They will have to determine a new layout for the holes. Mr. Mikkelson confirmed that it could be played through the open performance area.

Ted Odell stated that he liked the concepts presented. He noted the city has active skateboarders and that their opinions should be taken into consideration. He asked how the lighting would impact the annual jazz festival. Mr. Bingham stated he met with the organizers of JazzFest and discussed their lighting and electrical needs and the plan is built around those needs.

Jori Nelson asked where the money to fund the plan would come from and if consideration had been given to ongoing maintenance costs. Wes Jordan replied that like the creation of the parks master plan, approval of the plan does not commit funding. Mr. Jordan added the discussion by the committee regarding funding was that in its presentation of the plan residents would be asked if they are willing to pay it. The cost cannot be absorbed in the city's budget. The city has been averaging approx \$250,00 per year in upgrades over the past years for the implementation of various parts of the parks master plan. After the public reviews the plan, the city will need to decide how it wants to proceed with the plan, how much of the plan is kept, how much of the plan can be funded and how it would be funded.

Mayor Wassmer confirmed that the cost estimates do not include the cost of the required traffic signal and asked what that cost would be and asked how it would impact the police department. Mr. Bingham replied he estimated the cost to be \$100,000. Wes Jordan stated the signal would be operated on an as needed basis by the police department similar to the signal that will be going in for the fire station.

Mayor Wassmer stated for Villagefest and Jazzfest the large pavilion is packed and she is concerned with the smaller pavilion proposed. Mr. Bingham replied that tents could be used to supplement the area for these events. He does not feel a structure that large should be maintained for use two times a year. Mayor Wassmer asked what the capacity was of Harmon Pavilion. Staff responded they thought current capacity of 200 and the new pavilion would be 100.

Chad Herring questioned the proposed new southeast entrance noting that would create 5 signals between 75<sup>th</sup> Street and 79<sup>th</sup> Street along with multiple areas of egress within a short distance. Mr. Bingham noted that two of the traffic lights will only be operated in an emergency and that a traffic engineer will need to look into the number of egresses.

Terrence Gallagher noted the parks master plan was created in 2009 and only presented general recommendations for Harmon Park. The council agreed that now is the time to update that plan and BBN has created a great concept for a multi-generational park that he believes should be taken to the public. This is an opportunity to really consider what should be done with this area and to learn what our residents want. It does not cost anything to take the next step of the already approved agreement and take this to the public for input. Today's decision is should this plan be presented to our residents. We are not discussing how it is to be implemented or paid for. This is something that we think the community is interested in and based on discussion feel residents are interested in creating a point of interest for Prairie Village - making this an icon for our community. Let's move this forward and after public has given its feedback, then the Council will need to consider what the next step will be.

Ted Odell stated that knowing there is no cost, he is good with moving forward with it but stressed that the public needs to be clear that this is a concept being presented for their input and that they not have the expectation that this will be built.

Ted Odell made the following motion, which was seconded by Brooke Morehead.

**MOVE THE CITY COUNCIL APPROVE THE NEXT STEP IN THE SERVICES AGREEMENT WITH BBN ARCHITECTS TO HOLD A RESIDENT MEETING TO SOLICIT FEEDBACK FROM THE COMMUNITY ON THE PRELIMINARY CONCEPT OF VILLAGE SQUARE AS PART OF THE UPDATE TO THE HARMON AND SANTA FE PARKS MASTER PLAN**

**COUNCIL ACTION TAKEN**

**10/02/2017**

Eric Mikkelson stated he was supportive, assuming no additional costs would be incurred over the approved \$50,000. Mr. Bingham confirmed that the costs for the public meeting is included the existing agreement. Mr. Mikkelson stated that he wants more public input before making a decision. He has some significant concerns regarding the proposal and costs. He is also concerned that this plan does not address pool complex improvements over the next five years. He agreed with Mr. Odell that this needs to be presented with the clear understanding that this is not a recommendation from the City Council, but a concept on which resident input is desired.

Dan Runion expressed two concerns. First, if this is presented as an update to the Parks Master Plan for Harmon and Santa Fe he noted that the cost in the 2009 plan was \$480,000. This is a significant increase from that amount. Second, is how does the city validate that it is responding to its residents when most of the residents are not going to attend the meeting. How do we be sure that this is what our community wants?

Jori Nelson added that the Bike/Pedestrian Trail Committee had a goal for the number of responses from the community and she is not sure that they have reached that goal. An informational meeting is going to be attended by a small group of residents. She is concerned, if the city moves forward with implementing the plan, how this would affect taxes particularly for those residents who are on fixed incomes.

Terrence Gallagher stated that he agreed with Mr. Mikkelson regarding the costs; but all the city is looking to do is the process of updating the parks master plan, which is ten years old, with a new vision for Harmon Park. This needs to be updated. He noted that residents may say that the existing plan is what they want. The city council will ultimately decide if this will be done. The committee is not looking for this to be built immediately; however, because of the decay of the skate park a plan needed to be created so action taken with the skate park would not be detrimental to future development of this area.

Mr. Mikkelson stressed that this not be presented to the public as a recommendation of the City Council.

Jori Nelson asked if this could be addressed with the citizen survey. Mayor Wassmer replied the survey could supplement the information gathered, but noted the residents need to see the plans. Ms. Nelson noted the survey would provide more input.

Serena Schermoly asked if the plans would be adjusted from the information gathered at the meetings and if that was included in the agreement. Mr. Bingham stated that comments would be shared with the committee and they would determine any adjustments. He noted that minor adjustments would be covered under the agreement, but not a major redo of the plan.

Brooke Morehead introduced committee member Randy Knight for comments. Mr. Knight stated that all the public input that can be gotten will help the council to make its decision. He complimented BBN on the creation of an excellent plan meeting the challenge of making this site both flexible and functional. There are a lot of elements included in this plan for the heart of Prairie Village. This can become the public place in Prairie Village that anyone can come and enjoy.

Mr. Knight stated that this site could be so much more. It could be the brand and feel of Prairie Village. He urged the Council to make this investment to meet the needs of its residents for the next 50 years and to become a special place within the City. This will come down to the difficult decision of what do you want in this very special place. What you have before you is a wonderful planned space, so let's continue the process, get input from your residents, see where it leads and then make your decision.

Jori Nelson asked how many meetings would be held. Courtney McFadden replied the agreement calls for one meeting.

Eric Mikkelson does not believe the goal is to maximize the space. When it comes to parks, his preference is not to see how much activity can be placed in an area, but to simply have green space to enjoy. This was the message sent by the residents in the development of Meadowbrook Park - - not to have ball fields, games, etc., but to have quiet trails and green space.

Andrew Wang confirmed the action is within the agreement that has already been committed. Terrence Gallagher stated the plan is just an idea, a concept that is being presented to residents to get into to create a plan for Prairie Village to continue to move into the future.

Dan Runion noted it would come as no great shock that the residents will support the plan in some fashion and he is concerned that the council will see that as a threshold upon which to move forward. He does not feel that meeting will necessarily be a reflection of all the residents of Prairie Village.

Council President Jori Nelson called for a vote on the motion on the floor to approve the next step in the BBN agreement and hold a public meeting on the preliminary concept plans for Harmon and Santa Fe Parks with the motion passing unanimously.

**COU2017-40 Consider approval of proposed amendments and changes to the animal control and regulation ordinance**

Ted Odell noted that this item was voted on at the last meeting and should be on the Council agenda for action. Ms Nelson stated that Chief Schwartzkopf had some additional information to present and confirmed that he would do so at the City Council meeting.

**ADJOURNMENT**

Brooke Morehead moved to adjourn the council committee of the whole meeting. The motion was seconded by Sheila Myers and passed unanimously. The Council Committee of the Whole meeting was adjourned at 7:24 p.m.

Jori Nelson  
Council President

**PLANNING COMMISSION MINUTES  
SEPTEMBER 12, 2017**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, September 12, 2017 in the Municipal Building Council Chambers at 7700 Mission Road. Chairman Nancy Wallerstein called the meeting to order at 7:00 p.m. with the following members present: Melissa Brown, Gregory Wolf, James Breneman, Patrick Lenahan, Jeffrey Valentino and Jonathan Birkel.

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

**APPROVAL OF MINUTES**

Patrick Lenahan moved for the approval of the minutes of the August 1, 2017 regular Planning Commission meeting as presented. The motion was seconded by James Breneman and passed by unanimously with Gregory Wolf abstaining.

Chairman Nancy Wallerstein announced a change in the agenda moving item PC2017-110 to the top of the agenda noting that this is routine item that can be handled in a short period of time.

**NON PUBLIC HEARINGS**

**PC2017-110 Request for Building Line Modification  
7618 Chadwick**

Dennis and Merrill Schapker, 7618 Chadwick Street, stated they are requesting a building line modification to build an expansion on the existing home in association with a new front entry patio and stoop. The proposed addition would extend 3.5 feet beyond the 35' platted setback line for the forward most portion ("Music Bay") of the addition, while the bulk of the addition is beyond the 35' platted line. The current alignment of the garage and second story of the split level home is at 35 feet. Other portions of this remodeling and addition are to the rear of the lot and comply with all zoning and platted building lines.

Wolfgang Trost, 5300 West 94<sup>th</sup> Terrace, reviewed the proposed renovations that add a music alcove for a piano and the construction of a garden terrace patio in the front courtyard. The renovations have been designed to retain the original character of the home and neighborhood.

Chris Brewster stated this lot is located mid-block on Chadwick Street, and has a platted building line of 35 feet on the fronts of all lots on the block. This building line is in addition to and greater than required by the R-1A zoning (30 feet front setback).

Typically, platted building lines in Prairie Village originated from developer imposed-restrictions at the time of the original building to deal with unique circumstances on a lot or block. They may add greater or lesser restrictions than may be required by zoning, but are often used to deal with special circumstances of corner lots or irregular shaped blocks. This block has a greater setback required for all lots due to the platted setback (35' instead of 30').

Mr. Brewster stated the proposed addition meets all zoning setbacks for the R-1A zoning district, and the designs are emphasizing the architectural character of the existing home with greater details and ornamentation, and replicating distinctive roof lines with a projecting bay on the single-level portion of the split level.

The Planning Commission reviewed the following criteria for granting building line modifications.

**1. That there are special circumstances or conditions affecting the property;**

The lot is mid-block, and similar to most other lots on the block. However, this block as a whole is a cul-de-sac in the middle of similarly zoned lots that do not have the similar restriction. It is not clear why a 35' setback would be appropriate to this area instead of the zoning requirement of 30'. Additionally several homes at the end of the cul-de-sac, are built closer to the street than the platted 35'. This is a common condition on the ends of cul-de-sacs.

**2. The building line modification is necessary for reasonable and acceptable development of the property in question;**

The buildable area of the lot is reduced because of the platted setbacks, beyond similarly zoned property. While the lot is typical of similarly zoned property, and there is a reasonable amount of buildable area under the platted setbacks, the platted building lines are more constraining than zoning setbacks and would prevent the addition of more living space - in this case projecting slightly further than the forward-most portion of the 2-car garage on the frontage. The placement of the existing building would mean that most additions would need to occur on the rear of the property, rather than improving the frontage and relationship of the building, entry feature and living space to the neighborhood and streetscape.

**3. That the granting of the building line modification will not be detrimental to the public welfare or injurious to or adversely affect adjacent property or other property in the vicinity in which the particular property is situated;**

The proposed "music bay" is only a portion of the building addition that extends beyond the platted building line and is part of an overall design concept that improves the frontage area. The proposed addition would meet the required zoning setbacks and would only encroach beyond the platted setback by approximately 3.5'.

Gregory Wolf asked if a previous variance had been granted in this area. Mr. Brewster replied that none were found in the city's records.

Gregory Wolf moved the Planning Commission approve Resolution 2017-110 approving a Building Line Modification to the platted front setback Building Line for 7618 Chadwick Street from 35 feet to 30 feet. The motion was seconded by Jonathan Birkel.

Melissa Brown commended the applicant on the design of the renovation that stays within the character of the existing home.

James Breneman asked if the approval was for 3'5" or to a 30 foot setback. Mr. Schapker stated they are requesting approval of a front building line consistent with the city's regulations although their addition will only extend 3'5" beyond the platted building line for the benefit of future owners. The Board Secretary stated the resolution is written granting a modification to the city's required 30 foot front building setback.

The motion was voted on and passed unanimously.

## **PUBLIC HEARINGS**

### **PC2017-02 Amendment to Special Use Permit for Kansas City Christian Private School Site Plan Approval for Expansion of the building 4801 West 79<sup>th</sup> Street**

Ty Tywater, Vice Chair of the Kansas City Christian School Board, provided background information on the school which was formed in 1951 and moved to its current location at 4801 West 79<sup>th</sup> Street in 1986. The school currently has 435 students in grades Pre-K through high school. The focus of the school is based on character, faith and knowledge. They offer a strong academic curriculum with Advanced Placement classes offered to the 98% of their graduating students who go on to attend college.

The proposed project is designed to create a better educational experience for their students and affects both the interior and exterior of the building. The program will allow for distinct elementary, middle school and high school classroom areas. They have been exploring options over the past two years and believe the proposed option to be the best alternative. It would be cost prohibitive to relocate to another facility, they like their current location and have designed a project that is attractive and will not only improve their property, but the neighborhood as a whole.

Kelly VanElders, 11710 West 102<sup>nd</sup> Place, the owners' representative for the project introduced others in attendance including: Mr. Tywater, Todd Zylstra, Head of the School; Bill Glotzbach, Director of Development; Consultants John Ho with Hollis & Miller and Brian Hochstein, with MKEC.

Mr. VanElders stated that over the past decade they have several options. The purchase of another facility is cost prohibitive and most of their students live in the northeast Johnson County area. Mr. VanElders presented the proposed project beginning with a review of the new building façade which features a significant amount of wood, similar to the look of Corinth Square. The proposed addition transitions well from the big box configuration of the gymnasium, to the new larger entrance area that is closer to the street and the second story addition. A materials board was available for



review by the Commission. All of the schools' windows will be replaced with new energy efficient windows; the current HVAC (boiler system) will be replaced. On the back southeast side of the building an enclosed structure will be added that will contain the dumpsters, HVAC equipment, etc. The new roofline introduces soffits for a more residential appearance.

Mr. VanElders reviewed the proposed floor plan which creates a designated area for elementary students, middle school students and high school students. Currently the middle school and high school students share classrooms. The proposed floor plan does not just add square footage, it allows for the creation of community within the school. A big change in the design will be the main entry which will double in width and be taller. Locker rooms will be added for the students - none currently exist. A music room and art room are being added.

Gregory Wolf asked when the construction would take place. Mr. VanElders responded the construction is expected to take five months. The project will go out to bid and materials will be purchased prior to the close of school. Demolition will begin immediately after the close of school. They will have a delayed start of school in the fall and are speaking with area churches regarding possibly using their classroom facilities if additional time and space is needed. They anticipate completion in October

James Breneman confirmed that the window air conditioning units will no longer be necessary.

Gregory Wolf asked how they planned to keep the neighbors from being impacted by the additional student population. Mr. VanElders responded that no parking spaces are being lost in the project and showed the proposed parking locations. They have 24 more parking spaces than are required by code. James Breneman asked for the breakdown of student enrollment for elementary, middle school and high school. Mr. VanElders did not have the breakdown. Enrollment in grades changes annually as students progress and he does not foresee a significant change in any grade, particularly in high school students. Students do not tend to change schools during high school. They used a baseline of a maximum of six new students at each grade, though due to conditions #1 and #2 there will not be an immediate impact. Mr. Wolf asked how many buses the school had. Mr. VanElders replied the school has a bus that services students in southern Overland Park and a van that services students in the Kansas City area.

Nancy Wallerstein noted that condition number #7 allows four buses. Mr. Brewster responded that that condition was carried over from the existing special use permit. Mr. VanElders stated that other schools will come with buses during athletic events. Mr. Wolf asked what sports were offered. Mr. VanElders responded basketball, volleyball and soccer.

Chris Brewster stated the Special Use Permit for Kansas City Christian School was approved by the City Council on January 18, 1999. It did not have an expiration date, but was subject to four conditions relative to the design, construction and operation of

the school, and subject to a Site Plan, subsequently approved on February 2, 1999. A school was originally built on this site in 1954 as a public elementary school. One of the conditions was that expansion of the school, or amending the approved site plan would require an amendment to the Special Use Permit.

Growth of the school, the acquisition of other school properties further south led to reconfiguration of this campus and its operations. In 2008 the school applied for an amended Special Use Permit and Site Plan. At that time, a number of issues related to parking utilization, drop-off procedures and school transportation were raised by the neighbors, and the amended permit and site plan dealt primarily with reconciling those issues. The applicant worked with the City and neighbors to resolve these issues with operational policies. At this time the distribution of facilities and classrooms, and associated parking requirement was as follows:

- 11 high school classrooms - 88 spaces
- 17 elementary and junior high classrooms - 34 spaces
- 51 employees - 26 spaces
- Total parking need - 148 spaces
- Total parking provided - 171 spaces (exceeding minimum requirements by 23 spaces)

The enrollment numbers associated with these issues were as follows:

- 1999 SUP - 543 students (162 of which were high school)
- 2008 SUP amendment - 469 students (274 of which were high school)

In addition, at this time plans for future growth of the school and the possibility of new construction at other campuses were anticipated in the schools long-range plans.

Through the amended Special Use Permit process, the parking and transportation issues were resolved with better utilization of current parking and facilities, reconfiguration of classrooms, and other associated transportation policies. No new facilities were built, however parking and capacity was expanded to address these issues. The amended Special Use Permit was approved on September 2, 2008 with the renewal of the four conditions of the original SUP, plus the following conditions:

5. That Kansas City Christian School adopt a policy that all students will park on site and develop a procedure for implementation and enforcement of the policy.
6. The number of high school classrooms shall be limited to 11.
7. No more than four busses shall be parked in the rear of the school when not picking up or dropping off students, and shall not be idling for more than five minutes during pick-up and drop-off.
8. Kansas City Christian provide to the City at the beginning of each school year an updated student count reflecting the number of students in each grade and the number of classrooms used for each grade level.

The current application is for the renovation and expansion of the existing 55,990 square foot building adding an additional 31,455 square feet. This will provide new and renovated rooms through the expansion and renovation of interior spaces. Specifically, the expansion involves:

- A second story addition over the center 1/3<sup>rd</sup> of the existing school building and associated with the primary entrance to the west of the existing gymnasium.
- A two story multi-purpose space to the rear of the existing building (southwest corner over current paved play area above an existing underground space).
- A small single story addition to the southeast corner of the building.

The expansions will occur over some existing parking areas, but through reconfiguration of the existing parking lots, five additional parking spaces will be provided.

The traffic study conducted has been reviewed and approved by the city's traffic engineer and the Director of Public Works and finds that sufficient parking is available for student and staff parking as well as an additional 24 available spaces.

The Storm Drainage Report has been reviewed and approved by the city's engineer and Director of Public Works and finds the proposed project will have a negligible increase in impervious area compared to the existing conditions. Peak runoff and volume will not be substantially affected. No additional detention or improvements to the adjacent storm water sewer system are necessary.

From the standpoint of design, the proposed project is a considerable improvement of the existing facility. The applicant held a neighborhood meeting on August 8, 2017 in conformance with the City's Citizen Participation Policy and provided a report on the meeting and attendees.

Gregory Wolf questioned the difference in the enrollment numbers from to initial permit to the existing permit. Mr. Brewster stated the initial numbers were a reflection of the enrollment at the time. The 2008 reduction in numbers reflected enrollment at that time and a condition of the Governing Body was added requiring enrollment figures be given to the city annually. The proposed permit is not based on the number of students enrolled, but on the related impact as it relates to land use. Mr. VanElders noted that the limit on the number of high school classrooms will limit the number of high school students able to be served.

Nancy Wallerstein noted that condition #9 on the site plan approval is based on a capacity of 525. Mr. Valentino stated this is not an enrollment limit. Mr. VanElders replied the 525 is the basis on which the traffic study was conducted. Mr. Wolf asked what happens if enrollment increases to 535. Mr. Brewster replied that the permit is not intended to limit enrollment to 525, but if problems arise from the operation of the school or there is a significant increase in enrollment then the permit needs to be re-evaluated. Mr. VanElders noted that enrollment generally grows from the lower level to the higher level as students continue to attend throughout the years. Mrs. Wallerstein stated she was concerned with the wording of #9. Mr. Brewster #9 is not about the number of students, but the impact of those students. Melissa Brown noted that as #9 is worded the change could be a significant decrease as well as an increase.

Suggested rewordings were discussed including changed “is based on” to “anticipates” referencing the change as a percentage, stipulating the change be an increase. Mr. Brewster continued to stress that the number of students is not important, that the impact of those students on the land use is the important factor.

Mrs. Wallerstein asked how many high school classrooms currently exist. Mr. Valentino noted that middle school students share the high school classrooms. The applicant responded eight designated classrooms with six shared classrooms. Mr. VanElders noted the project will allow for separate classrooms for middle and high school students. Mrs. Wallerstein noted there are currently 14 classrooms being used and the proposed permit limits the number of classrooms to 12. Mrs. Wallerstein questioned the need for condition #6. Mr. Brewster replied that is condition is a carryover from the previous permit with the addition of 1 additional classroom based on the parking that can be accommodated. Mrs. Wallerstein suggested changing the language to reflect “dedicated” classrooms, providing some flexibility if needed in the future.

Chris Brewster proposed the following change to the language in condition #9: “The permit anticipates a projected enrollment of 525 students, and any enrollment significantly beyond this capacity or reconfiguring of classroom that create impacts beyond those anticipated by this baseline may require a revised site plan or may result in revocation of the permit at the discretion of the City.”

Nancy Wallerstein questioned the proposed signage. Mr. VanElders reviewed the proposed location of the façade signs and confirmed that there will not be a monument sign.

Jonathan Birkel asked if the city would need to make any changes to 79<sup>th</sup> Street with the increased in and out traffic. He noted this is a primary east west street for the city. Mr. Brewster responded that Public Works Director Keith Bredehoeft reviewed the traffic study and stated he agreed with the findings and did not foresee any significant issues. Mrs. Wallerstein noted the traffic covered only a 30 minute window of time during the day.

Chairman Nancy Wallerstein opened the public hearing for comments on this application advising speakers to come to the microphone and state their name and address prior to making their comments.

Joan Harr, 7911 Juniper, noted her home is near the soccer field. She stressed that this school was originally built as an elementary school. There is no buffer between the school property and hers. There is significant noise coming from the use of the soccer field that she feels is an encroachment on her property. She feels the city should be supportive of the residents surrounding the school and feels the proposed expansion is too large an undertaking. In 2008, the school said that it would be moving its high school campus to another location in southern Overland Park. She is against the project and concerned with its impact on traffic, parking and noise.

Catherine Dayton, 4808 West 79<sup>th</sup> Street, confirmed the Commission member had received her comments submitted prior to the meeting. The biggest thing about this project is that it is a monumental shift in the intended use for this site, which began as an elementary school site. She is concerned that in addition to the school's use of the property, they lease their space out for others to use. This should not be allowed as it creates additional noise particularly in the evenings and on weekends. This increases the impact on the neighbors. There are traffic issues related to after school and special events when tons of cars park in the neighborhoods on both sides of the street creating a safety hazard. The increased enrollment from 445 to 525 is a significant increase of 18% and concerns her.

In 2008, the City restricted the enrollment to its current level feeling that was a reasonable maximum for this site and this neighborhood. She does not agree with allowing an enrollment of 525 and feels it needs to be lower. There are buses in front of the building all of the time. She feels there needs to be a person overseeing traffic and parking during student activities and events.

Mrs. Dayton stated she appreciated all of the students parking on the site and the thorough evaluation of the application by staff. She believes that a balance can be found that will be acceptable to both the neighborhood and the school. She feels the application is being rushed and noted the first she heard about it was August 1<sup>st</sup> and that the school has not talked with her. She appreciates the opportunity to express her concerns.

James Luce, 4822 West 78<sup>th</sup> Place, lives adjacent to Mrs. Dayton and stated that he is unable to turn left onto 79<sup>th</sup> Street because of the stacked parent parking on 79<sup>th</sup> Street. He noted that many of the residents in the neighborhood are retired, stay at home moms, or parents who work from home and are impacted by activities at the school the entire day. He expressed concern with a potential large increase in high school enrollment and the related increase in student parking. He would like to see parking on 78<sup>th</sup> Place restricted from school parking.

Stephen Spencer, 4804 West 79<sup>th</sup> Street, stated that the school has been a great neighbor. It is an excellent school which his children have attended. He is pleased to see the proposed exterior upgrade to the building that he has a direct view of from his windows. He acknowledged that there are traffic issues, which can be found at any school, and feels that they can be worked out with the school. The school is not looking to grow its high school. It is looking to provide a better educational experience for all students. The school currently has 75 middle school students and 215 elementary students. The enrollment varies from year to year and the school has worked hard to be a good neighbor. He strongly supports the project.

Bill Wilkes, 4718 West 80<sup>th</sup> Street, which backs up to the school expressed concern with increased high school enrollment and an increased number of student drivers. Traffic and parking has to be considered. He also noted the noise when the school lets out. He referred to it as "school bingo" as numbers are called out on an ongoing basis. It can

be heard throughout the neighborhood. He reviewed the plans August 1<sup>st</sup> and noted increase in square footage is significant increase.

Brian Holy, 4700 West 79<sup>th</sup> Street, stated the school is a great part of the community. Traffic builds up and subsides. He does not want to see a traffic light placed at 79<sup>th</sup> and Roe. He doesn't see the increased enrollment as a problem.

With no one else wishing to address the Commission, the public hearing was closed at 8:29 p.m.

Jeffrey Valentino asked for clarification on the traffic study process and report noting the reported data is from 2014, 2015 and trends upward and questioned the conclusion. He noted that if all 12 designated high school classrooms were full with 20 students that would reflect an increase of 50 high school driving students. Brian Hochstein, with MKEC Engineers, explained the process noting that the city's parking regulations are based on the number of classrooms so that is the data they used along with the condition of the site and applied standard factors. He repeated the earlier comment that it is a realistic assumption that the increase in student enrollment will be distributed throughout all grades and not focused on high school students. The 87% maximum level assumes six additional students per grade. This is reflective of national trends. Mr. Valentino continued to question the accuracy of the calculation and assumptions. Mrs. Brown noted in Mr. Valentino's scenario, there would be 156 cars. Mr. Hochstein responded available parking has been increased 166 to 171. Mrs. Wallerstein confirmed that included staff parking.

Wes Jordan noted that at the 2008 hearing on this application there was significant resident concern with the number of cars parking on the street. The school made a renewed commitment to pull parking back onto their property and monitor event parking. In his discussion with the applicant, they do not want to take a step backward and return to that situation. Staff has advised the school that they have to be a good neighbor in respect to parking and traffic.

Nancy Wallerstein noted that she had read that the school used off-site parking at Mission Bible Church and ran a shuttle during events. Mr. Glotzbach responded that they do have a partnership with for off-site parking for certain events as well as other procedures in place. During day events, i.e. grandparents' day, students are required to park in the Mission Bible Church parking lot. Mrs. Wallerstein asked about sporting events. Mr. Glotzbach replied they do provide parking attendants.

Mrs. Brown and Mrs. Wallerstein asked for further information on the "bingo" referenced by one of the speakers. Mr. Van Elder responded the school uses of method of identifying cars ready for pick up so that students can be ready to get into the vehicle immediately making pick-up more efficient and take less time. Mrs. Brown stated she can see how that would be annoying. Mrs. Wallerstein urged the school to look into other, less noisy, options for this process.

Mrs. Wallerstein agreed that the increase in square footage is significant. Mr. VanElders noted that that percentage includes existing renovated space and is not all additional space.

Mr. VanElders stated that in addition to the required certified mailing to residents within 200 feet, the school distributed flyers to homes in the neighborhood.

Nancy Wallerstein asked if any additional landscaping was proposed, noting that landscaping serves as a good buffer both visually and for noise. Mr. VanElders reviewed the proposed landscape plan submitted with additional landscaping being added on the east property line, which came about from a request made at the neighborhood meeting.

The Commission reviewed the required findings for a special use permit as presented in the staff report:

**A. The character of the neighborhood.**

This site is located on the south side of West 79<sup>th</sup> Street between Roe Avenue and Nall Avenue. The surrounding area is all single-family neighborhoods. In general, schools are compatible and contribute to the character of single-family neighborhoods provided the location, access, and site design is managed in a way that is compatible with residential living in neighborhood environments.

**B. The zoning and uses of property nearby.**

- North: R-1B Single-Family District - Single-family dwellings
- East: R-1A Single-Family District - Single-family dwellings
- West: R-1A Single-Family District - Single-family dwelling
- South: R-1A Single-Family District - Single-family dwelling

The Prairie Village Zoning Ordinance allows private schools in the R-1A and R-1B zoning district through a special use permit.

**C. The extent that a use will detrimentally affect neighboring property**

The site has been a school since the building was originally constructed in 1954. It became a private school in 1986 and received an original Special Use Permit in 1999. In 2008 the SUP and site plan were renewed due to some specific concerns regarding parking, transportation and operations of the school in the neighborhood. Outside of these concerns, this campus has existed within this neighborhood without detrimental effects on the surrounding property. This is due primarily to the school addressing growth through additional campus facilities outside of the City, allocating space on this campus in relation to the scale of the building and site, and managing the intensity of the use with transportation and operational policies that limit traffic and parking impacts on the neighborhood.

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

This application involves the expansion and remodeling of an existing school building, and allows affective utilization of an older school site within the neighborhood. Provided the parking, transportation and operational intensity is limited similarly to past approvals, it is reasonable to expect the school to contribute positively to the neighborhood.

**E. The proposed special use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitations.**

Private schools are permitted through a special use process by the Prairie Village zoning ordinance. The existing building and the proposed expansion meets all other standards applicable to the building and site relating to height, setback, and lot coverage.

**F. The proposed special use at the specified location will not adversely affect the welfare or convenience of the public.**

The site has been used as a school for approximately 63 years and the approval of this amended special use permit will be consistent with that use. Since this is the continuation of a current condition it is not expected that the use will cause any new issues with respect to the compatibility of uses, provided that the expansion of the building and the potential increase on capacity is adequately addressed through other criteria and conditions.

**G. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such as the special use will not cause substantial injury to the value of the property in the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will cause substantial injury to the value of property in the immediate neighborhood, consideration shall be given to:**

- 1. The location, size, nature and height of buildings, structures, walls, and fences on the site; and**
- 2. The nature and extent of landscaping and screening on the site.**

The modification of the building improves the overall appearance and utilization of the building in relation to the public streetscape and homes to the north fronting on 79<sup>th</sup> street. Residential lots to the east of the building are well screened by landscape. Residents to the west are separated by the existing play field and parking area, which are a suitable transition between school campuses and housing. Residential lots to the south are lower than the school site, and a combination of grades, street configurations in this area, and the back yards and landscape help screen the campus from housing. The building expansion - in footprint and height is proposed internal to the campus site (within the current footprint and the internal area to the south and west over the existing blacktop play area). The second story addition is lower than the current gymnasium and is only proposed on a portion of the current footprint, so the scale of the building should not have a significant impact on the site. Provided the parking, transportation, and operational intensity is limited similarly to past approvals, this should not have an adverse impact.



West 79<sup>th</sup> Street is a neighborhood street, but it has good connectivity to other collector-level and arterial street connections to Roe, Nall, Mission, Lamar and Metcalf. This network, as well as other well-connected east-west streets to the north (75<sup>th</sup> Street) and south (83<sup>rd</sup> Street) provide good access for this use. The applicant has submitted a traffic memo dated 8/11/17 to provide specific analysis of the transportation impacts of this expansion relative to the current conditions.

**H. Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect.**

The ordinance requires that elementary, junior high and equivalent schools provide two spaces for each classroom, and high schools provide eight spaces for each classroom, plus one space for each two employees. The application adds new classrooms, one of which is a high school classroom. By ordinance, this would mean a minimum 21 additional spaces, assuming 6 new employee / faculty positions. The 2008 indicated a surplus of 23 spaces based on the capacity of the school at the time and the site configuration. The new site plan includes 5 additional spaces. Therefore, although some of the existing surplus will be used up, the application meets the ordinance requirement for parking. Additionally, the applicant has included a parking analysis base on a utilization rate and study over a 3-year period using past enrollment numbers. Based on this rate, and projecting a full enrollment of 525 students, they project that the lot will ordinarily operate at 87% capacity at peak times, leaving a surplus of 24 spaces based on utilization rates.

**I. Adequate utility, drainage, and other such necessary facilities have been or will be provided.**

Much of the new construction is occurring on existing impervious areas, either an additional story within the current footprint or expansion into current paved areas. The applicant has supplied a drainage letter comparing existing and proposed conditions, and expected impacts on drainage. Public Works has reviewed this letter and concurs with the findings, subject to a final drainage permit prior to building permits.

**J. Adequate access roads or entrance and exist drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.**

The site access from 79<sup>th</sup> street will not change. A traffic memo supplied by the applicant has projected traffic conditions (including access, parking, and drop-off / pick-up procedures) based on a projected enrollment capacity of 525 students (current is 444). The highest change in volume is expected to be during the morning peak hours. Public Works has reviewed this memo and concurs with the findings, and does not expect any significant traffic impacts beyond those currently experienced in the area or beyond with the overall network can handle.

**K. Adjoining properties and the general public shall be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors or unnecessarily intrusive noises.**

This particular use is not expected to produce any hazardous or toxic materials, hazardous processes, obnoxious odors, or intrusive noises beyond what is ordinarily associated with a school. The use is compatible with surrounding neighborhood properties with regard to these criteria.

**L. Architectural design and building materials are compatible with such design and materials used in the neighborhood in which the proposed facility is to be built or located.**

The addition to the building includes the following:

- Two story, multipurpose spaces to the rear of existing building, near the southwest corner. The addition lies within an existing paved area. The height of the addition will be equivalent to a two-story volume, but it is not visible from 79th Street as it sits behind the 2<sup>nd</sup> story addition to the school.
- Second story addition over the center 1/3 of the existing school building. The height of the addition from 79th Street will be less than the existing gymnasium space to the east of the proposed addition. The addition will house new classroom and lobby space.
- Single story addition to the southeast corner of the building. The addition lies completely within an existing paved area of the site. The addition will allow the expansion of classroom spaces.
- Two story addition to the front of the building, at the center of the existing school building. The addition will tie into the second story addition to the school and provide additional entry/ lobby space.

The materials proposed include - wood (rain/shade screen), glazing, brick veneer, EIFS and metal (fascia). New brick veneer and EIFS will match the existing brick veneer and EIFS used on the gymnasium. The proposed design is consistent with and enhances the existing character of the building, and there for will improve the degree of compatibility with the neighborhood.

**M. Conformance with the Comprehensive Plan**

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. This application is for reinvestment and expansion of an existing institution within the community, and provided the impacts from additional enrollment are adequately mitigated and capacity is limited it is consistent with Village Vision in encouraging reinvestment.

**N. City Staff recommendations.**

Staff believes that with the proposed improvements this site will be near maximum development for a school site within a neighborhood. However, the parking utilization and access strategies, based on proposed enrollment projections appear to adequately address any potential impacts on the surrounding area. The investments in the building and the design are appropriately scaled for the neighborhood and improve the appearance of the site. Subject to appropriate limitations on capacity beyond

projections, and the operational and intensity limitations of previous Special Use Permit approvals, staff recommends approval.

Melissa Brown moved the Planning Commission recommend the Governing Body approve PC2017-02 the requested amendment to the Special Use Permit for Kansas City Christian Private School at 4801 West 79<sup>th</sup> Street subject to the following conditions (1-5, 7 and 8 being carried over from the 1999 and 2008 Special Use Permits, 6 being revised for this application, and 9 being an additional condition for this application).

1. The applicant shall meet all conditions and requirements of the Planning Commission for the approval of a site plan.
2. The Special Use Permit not have a termination or expiration time established for it.
3. If the applicant violates any conditions of the zoning regulations and requirements as part of the Special Use Permit, the permit may be revoked by the City Council.
4. The applicant cannot further expand or amend the Site Plan without an amendment to the Special Use Permit requiring a public hearing before being approved.
5. Kansas City Christian School adopt a policy that all students will park on site and develop a procedure for implementation and enforcement of the policy.
6. The number of designated high school classrooms shall be limited to 12.
7. No more than four busses shall be parked in the rear of the school when not picking-up or dropping-off, and shall not idle more than five minutes during pick-up and drop-off.
8. Kansas City Christian provide to the City at the beginning of each school year an updated student count reflecting the number of students in each grade and the number of classrooms use for each grade level.
9. The permit anticipates a projected enrollment capacity of 525 students, and any enrollment significantly beyond this capacity or reconfiguring of classrooms that creates impacts beyond those anticipated by this baseline may require a revised site plan or may result in revocation of the permit at the discretion of the City.

The motion was seconded by Gregory Wolf and passed by a vote of 5 to 2 with Mr. Birkel and Mr. Valentino voting in opposition.

### **Site Plan Approval**

Mr. Brewster noted along with the amended Special Use Permit a revised site plan for the proposed expansion needs to be reviewed and approved by the Planning Commission. Many of the factors for consideration were covered in under the Special Use Permit. This is a separate action that does not go forward to the City Council. The following staff comments address the site plan analysis:

**A. The site is capable of accommodating the buildings, parking areas, and drives with the appropriate open space and landscape.**

Addressed in special use permit analysis.

**B. Utilities are available with adequate capacity to serve the proposed development.**

This site is currently served by utilities and they should be adequate to serve the proposed expansion.

**C. The plan provides for adequate management of stormwater runoff.**

This is a second story addition with some expansion of the footprint over existing paved areas. The impervious surface will be increasing very little.

**D. The plan provides for safe ingress/egress and internal traffic circulation.**

Addressed in special use permit analysis.

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

The expansion is within the current footprint of the building or impervious surfaces, and produces very little impact on grade, drainage, open space or relationships of the building and site to surrounding areas. It represents the effective utilization of an existing neighborhood campus site, in a manner that is compatible with the character of the surrounding area.

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

Addressed in special use permit analysis.

**G. The plan represents an overall development pattern that is consistent with Village Vision and other adopted planning policies.**

Addressed in special use permit analysis.

Gregory Wolf moved the Planning Commission approve the Site Plan submitted for application PC2017-02 for the expansion of Kansas City Christian School at 4801 West 79<sup>th</sup> Street subject to the following conditions:

1. Signs are approved in concept. The applicant shall submit a sign permit application demonstrating that the proposed wall signs comply with the Prairie Village sign ordinance, specifically showing the dimensions of the signs and the dimensions of the walls.
2. A drainage permit be finalized and approved by Public Works prior to issuance of a building permit.

The motion was seconded by James Breneman and passed by a vote of 5 to 2 with Mr. Birkel and Mr. Valentino voting in opposition.

## **OTHER BUSINESS**

Chris Brewster stated that staff has had meetings with a potential applicant for an infill project. This has not materialized into a formal application, however it has brought up some associated planning and policy issues not completely addressed in the comprehensive plan. The potential applicant has requested to appear before the Planning Commission to discuss some of these issues.

Adam Piper, with NSPJ, stated he is working with developer John Moffitt on a potential rezoning of property for redevelopment. He noted that the city's comprehensive plan points out the need for affordable and diverse housing stock. The city currently has two single family residential zoning designations - R-1a and R-1b). Most dominant is the R-1a zoning which has minimum lot sizes of 80' width and 125' depth. The R-1b zoned lots have 60' width and 100' depth for 6,000 square feet and are primarily located around the 75<sup>th</sup> Street corridor. Mr. Piper noted that there is a four block area that is currently zoned R-1a, but has the lot dimensions of R-1b and that they would like to rezone that property to the appropriate zoning designation to allow for redevelopment.

Mr. Piper referenced the city's comprehensive plan noting the city's aging housing stock, its landlocked condition limiting growth without redevelopment and the need to update existing properties to better meet the needs of today's home buyers.

Chairman Nancy Wallerstein stopped Mr. Piper and advised him that this type of presentation before the Planning Commission should come with an application. Mr. Brewster noted that if the applicant submits a rezoning application, there is no other avenue for this discussion other than in conjunction with that application. Mrs. Wallerstein stated that this should be discussion in conjunction with an application and that she felt it was inappropriate for the Commission to be having this presentation. Mr. Wolf agreed with Mrs. Wallerstein and advised Mr. Piper to come back with a formal application.

#### **NEXT MEETING**

The October Planning Commission meeting will consider the final development for the Senior Living Component of the Meadowbrook project.

Wes Jordan reported that Mr. Brewster has begun work on the zoning regulations and will be coming before the City Council at the Council Committee of the Whole meeting on September 18<sup>th</sup> to clarify zoning regulations vs. comprehensive plan as discussion on Phase II to look at the scale and mass and to get direction as well as ensure the Council, the Commission and staff are all on the same page and have the same expectations.

Mrs. Wallerstein suggested that Mr. Piper may get input from joining in those discussions with other builders and developers. Mr. Jordan stated that the city continues to have consistent teardowns and rebuilds.

The Planning Commission is involved with the comprehensive plan. The vision of the Commission and City Council as presented in the comprehensive plan. It was noted that many of the items discussed in the comprehensive plan that was created approximately ten years ago have moved forward. Chris Brewster stressed that a review of the comprehensive plan should not be reactionary. Mrs. Wallerstein noted related discussions should be held at a committee level and encouraged any commissioners who wanted to be involved in those discussions to let her or Mr. Jordan know. She is looking forward to those discussions.

**ADJOURNMENT**

With no further business to come before the Commission, Chairman Nancy Wallerstein adjourned the meeting at 9:10 p.m.

Nancy Wallerstein  
Chairman

Prairie Village Arts Council  
Wednesday, September 6, 2017  
5:30 P.M.  
Prairie Village City Hall – 7700 Mission Road  
Multi-Purpose Room

The meeting was called to order by Chairman Dan Andersen, with council members Shelly Trewolla, Annette Hadley, Stephen LeCerf, Julie Hassel, Al Guarino, Ada Koch, Art Weeks, Betsy Holliday, Julie Flanagan and Barbara Fisher, Administrative Liaison, present.

**Minutes** – Minutes of the August 9, 2017, Meeting were approved as corrected.

**Financial Report** – Dan stated that the only difference between this month's and last month's financial report was a \$30 check to Shelly Trewolla for July exhibit expenditures.

#### **Exhibit/ Receptions 2017**

Annette Hadley reported that the August Exhibit went well and was very well attended, with one piece of art being sold.

Ada Koch, curator for the upcoming September 8th Exhibit, asked about the status of our wine supply, and will be buying three bottles of white wine. Ada made the suggestion that each artist be given a two or three minute opportunity to talk about their art. Council members enthusiastically agreed. Also, Ada is going to prepare a bio of each artist to be available at the exhibit.

Dan gave an update on the upcoming State of the Arts juried show to be held Friday, October 13<sup>th</sup>. He will be sending photos of applicants' works from Call for Entry to Eva, the judge for the show. They will then communicate to determine which artists will be included in the show. Dan will advise the council later regarding the hanging of the show.

#### **Ongoing Business**

Dan reported that the contract for the **bicycle statue** has been approved and signed.

Julie Flanagan thanked the members for their help at the **Irish Fest** held last weekend. She reported that she had gathered 20 new email addresses. Council members agreed we should do the Irish Fest again next year, but suggested that we needed to "creatively integrate" a children's art project more "themed" to the Prairie Village Arts Council.

Dan spoke about our web site, which is currently down, and the problems he has been incurring with transitioning away from Wayne Wilkes' web site. He reminded the council that we had approved \$2,000 for a programmer to build a new website for us which he was close to pursuing. The new website would enable Email Capturing and SOTA voting. Dan is hoping the new website will be up by the beginning of October.

**Jazz Fest** - Dan reported that there will be a 30' tent with art work and a silent auction, give-away tattoos and wrist glows and sale of "I Love PV" light sticks. (Members will meet after this evening's meeting to pick which pictures from storage we will be using.) First shift people 3:30-6:30 (Julie Flanagan, Shelly and Betsy) will hang pictures. Barbara will do labels. Julie Flanagan will make a large poster stating PV Arts Council/Silent Auction.

**Gallery Remodel** - Dan has met with Public Works and the entire gallery remodeling project (including removal of hanging tracks, plastering and painting) will not be able to be completed before SOTA. Nevertheless, the upper part of the new hanging system can be done beforehand. Ada presented an invoice for \$1,551.00 for the new hanging system. Dan suggested that we will need some additional long hanging wires, and upon motion by Al and seconded by Shelly, Ada may increase the cost up to \$1,700.00.

**2018 Gallery Exhibits** – Dan announced that Call for Entry for 2018 Exhibits would be closing October 22<sup>nd</sup>. Thereafter, instead of reviewing applicants at a regular monthly meeting as we have done in the past, we would get together in late October at a place to be determined to choose the artists, after reviewing their applications on Call for Entry. Also, Dan suggested that starting in 2018, rather than holding our monthly exhibit receptions from 6:30 to 7:30, we start a half an hour earlier. Julie Flanagan moved and Ada Koch seconded that we hold our receptions from 6:00 to 7:00 starting in 2018. The motion passed. Dan will clear this with Wes Jordan.

### **New Business**

Discussion was held on the subject of whether or not a council member could apply through Call for Entry for either a regular monthly exhibit or for SOTA. The council's conclusion was that the appearance of partiality or favoritism should be avoided.

On the subject of the updated Art and Exhibition Loan Agreement in Call for Entry for exhibit applications (a copy of which had been distributed to council members before this evening's meeting) Al Guarino was concerned about some of the legal language regarding liability. Dan will email a copy of the agreement to Al so he can note his concerns.



There were two operational questions/requests raised: 1. Barbara requested that she have two weeks' notice in order to prepare labels for art work to be exhibited. 2. Barbara also asked if with the new hanging system, does Bedford have to continue to be the one to actually hang the shows? Dan's response was this was something we would need to work out.

The meeting was adjourned at 7:20 P.M.

## **PARKS AND RECREATION COMMITTEE**

**September 13, 2017**

**6:30 PM**

**City Hall**

### **MINUTES**

The Parks & Recreation Committee met at 6:30 PM in the Council Chambers at City Hall. In attendance: Chair Terrence Gallagher, Vice Chair Sheila Meyers, Dianne Pallanich, Matthew Geary, Carey Bickford, Lauren Wolf, Keith Novorr, Diane Mares, and Peggy Couch. Staff: Alley Williams, James Carney, and Wes Jordan.

#### **Consent Agenda**

1. Minutes from May 9, 2017
  - Mr. Gallagher requested to take the meeting out of order to allow time for public participation at a later time. It was moved and seconded to approve the minutes from May 9, 2017. The motion passed unanimously.

#### **Reports**

1. Public Works Report
  - Mr. Carney reviewed some of the park upgrades made throughout the summer including: new climber at Franklin and repairs to the monkey bars and tunnel; new kiosk at Porter Park; resurfaced basketball court and new goals at Weltner; and new sod at Harmon. He also noted the length of the grass and the hurdles the City has faced to keep it cut. Mr. Gallagher asked how the parks fared in the major storms and Mr. Carney responded that they did very well with no damage done to the physical equipment. Ms. Couch asked if a trash can could be placed by the play equipment at Harmon, which Mr. Carney took note of. Some discussion ensued on one of the new memorial benches at Harmon Park. The Committee expressed their desire to have some input in the location of the benches.
2. Recreation Report
  - Ms. Williams updated the Committee on all of the summer recreation programming. Skyler Myers, in his first year at the pool, did very well although staffing lifeguards continues to be a struggle. She also noted the success of Tennis, Aquatics, and Skateboarding programs.
3. Chairperson's Report
  - Chairman Gallagher noted another successful JazzFest and encouraged the Committee to let people know about the teen positions available. He also stated that the City has had preliminary discussions with the Johnson Country Parks & Recreation Districts (JCPRD) to discuss possibilities of them taking over some parks programming. He informed everyone that City Council would be discussing the Village Square concept at Harmon Park at the October 2, 2017 Committee of the Whole meeting.

## **Public Participation**

- At this point, Mr. Gallagher stated that it had been brought to the City's attention that there have been some issues up at the pool this season. One question was about why the pool couldn't be open more, and he noted that we have found out from JCPRD that staffing lifeguards is a national problem. Staff is aware of the issues and is looking at what can be done for next year. He then opened the floor to residents. An individual, Beth, spoke that she started a petition at the end of the summer when a lot of things weren't being kept up and were messy. She also noted that people were concerned about going to reduced hours for four weeks and the number of pools that were closed. She presented the petition with 24 signatures. A second individual, Tim, added that he would like to see new management understand the pool rules better and do little things like cleaning the front entry room. Mr. Gallagher informed everyone that he conducted a walk through with staff and that staff was working on making improvements. Beth asked that there be a place in the recreation guide on who to contact if they have concerns.

## **New Business**

1. National Fitness Campaign
  - Ms. Williams showed a clip of the National Fitness Campaign and let the Committee know that City Council had directed staff to explore this project.
2. Pool Review Kick Off
  - Ms. Williams wanted to let the Committee know what she would be working on this fall including: pool membership structure and cost, recommendations to make to the Committee to improve pool operations, and updating out of date policies. She encouraged everyone to reach out to her if they have any suggestions or thoughts on improvements. Ms. Bickford asked to see policy changes in advance of the meeting, which Ms. Williams responded she would send those out early.

## **Old Business**

- Ms. Bickford asked about Taliaferro and where we are with the playground and potentially adding something to the structure since it cannot be moved. Mr. Carney said he would follow up with Public Works. Ms. Bickford also asked about strategies to get more citizen involvement. Much discussion ensued on things the City currently does to engage residents and opportunities for the future.

## **Information Items**

- October 11, 2017 – Next Committee meeting will be at 6:30 PM at City Hall.

**Adjournment** – Meeting was adjourned at 7:30 PM.

# ACTIVITY REPORT SEPTEMBER 2017



Fire, Rescue, Calls for Service.....	142
Emergency Medical Calls.....	183
Training Hours.....	786
Public Relations/Education Events....	17

## HIGHLIGHTS

- 9/30—Open House: Pancake breakfast at Sta 21 benefiting MDA
- 9/26—**Citizen's Academy: Chief Lopez presented to group**
- 9/11— Thanks to Skillpath, Rushton Elementary, and Claridge Court for inviting us to share a meal on this day of remembrance.
- 9/2-4—Annual Boot Block benefiting MDA



## NEWS

New Heavy Squad will soon be in service.

## TRAINING

- Fire attack
- Flow path
- Driver Training
- EMS Training
- Night Drills
- Partnered with Lenexa Fire to host an Incident Safety Officer Class with over 90 attendees from area fire organizations
- Hosted KU Driver/ Operator Class



**Council Members  
Mark Your Calendars  
October 16, 2017**

<b>October 2017</b>	<b>State of the Arts in the R.G. Endres Gallery</b>
October 16	City Council Meeting
<b>November 2017</b>	<b>Shelley Preston &amp; Gary Beaumont in the R.G. Endres Gallery</b>
November 6	City Council Meeting
November 7	General Election
November 15-18	National League of Cities Conference in Charlotte, NC
November 18	NEJC Chamber Gala on Saturday, November 18 at the Overland Park Marriott
November 20	City Council Meeting
November 23 & 24	City Offices closed for Thanksgiving Holiday.
November 30	Mayor's Holiday Tree Lighting
<b>December 2017</b>	<b>Pastel Society in the R.G. Endres Gallery</b>
December 3	Gingerbread House event
December 4	City Council Meeting
December 8	Mayor's Holiday Volunteer Party
December 15	Employee Holiday Party
December 18	City Council Meeting
December 25	City Offices closed for Christmas Holiday