

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, November 06, 2017
6:00 PM**

I. CALL TO ORDER

II. ROLL CALL

III. NEW BUSINESS

Ratify the Mayor's appointment of Jamie Shockley as Assistant City Administrator

Swear in Jamie Shockley as Assistant City Administrator

IV. 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

**NOTICE OF
SPECIAL COUNCIL MEETING
CITY OF PRAIRIE VILLAGE, KANSAS
Monday, November 6, 2017
6:00 p.m.
At City Hall - 7700 Mission Road**

Be it known that, pursuant to K.S.A. 13-510, Mayor Laura Wassmer has called a Special City Council Meeting for Monday, November 6, 2017 at 6:00 p.m.

The agenda item is as follows:

The appointment of Jamie Shockley as Assistant City Administrator & administering of Oath of Office.


Joyce Hagen Mundy
City Clerk



Mayor

Special Council Meeting Date: November 6, 2017

Consider Appointment of Assistant City Administrator

Recommendation:

Mayor Wassmer requests the City Council ratify the appointment of Jamie Shockley to serve as the Assistant City Administrator with an anticipated starting date of November 27, 2017.

Motion:

Move to ratify Mayor Wassmer's appointment of Jamie Shockley as the Assistant City Administrator.

BACKGROUND:

Ms. Jamie Shockley is being recommended by the Mayor for appointment to serve as the Assistant City Administrator after a regional search and hiring process was completed.

A selection committee was appointed by the Mayor to assist in the interview and hiring process. Council Members McFadden and Herring worked with City Staff in reviewing 90 applications and narrowing the field to 9 applicants for the interview phase. The interview process consisted of 2 separate interviews with key City Staff members and City Council representation prior to reaching this recommendation by Mayor Wassmer.

Ms. Shockley was previously given a conditional job offer so City Staff could complete a background check and health screening that was also contingent upon final approval by City Council. Ms. Shockley has passed all required testing and reference checks were extremely favorable, and reinforced that Ms. Shockley was the leading candidate to assume this role.

Attachments: Ms. Shockley's resume.

PREPARED BY

Wes Jordan
City Administrator
Date: November 1, 2017

JAMIE SHOCKLEY

August 21, 2017

Mr. Wes Jordan, City Administrator
7700 Mission Road
Prairie Village, KS 66208

Dear Mr. Jordan:

I am pleased to express my interest in being the next assistant city administrator for the City of Prairie Village. After close review of your recruitment announcement, I believe my background and qualifications are a good fit with the qualities you are looking for in this position.


During the past six years I've spent working in local government, I have had the opportunity to manage a diverse range of services, programs, and resources at a level that exceeds resident and city council expectations. In my current position as assistant city manager with the City of Tonganoxie, KS, I oversee an annual budget of \$8.1 million, assist with all community development initiatives, and manage the day-to-day operations of city hall, which includes overseeing human resources, utility billing and customer service, municipal court, city planning and development, communication, information technology, budget, and finance. My time in Tonganoxie has exposed me to all aspects of local government operations and the many challenges that municipalities face every day, from maintaining aging infrastructure and providing excellent customer service, to ensuring the community is a place that our residents and businesses are proud to call home.

Prior to my current position, I worked for the cities of Olathe, KS and Riverside, MO. In these positions, I gained vast exposure to the decision making processes of the City's top leaders. This exposure helped me learn the importance of relationship building and allowed me to develop strong interpersonal and communication skills. These skills have been absolutely essential in helping me navigate challenging personalities and difficult conversations throughout my career.

When I became aware that this position in Prairie Village was open, I immediately became excited about the possibility of working in your well-managed and respected community and helping to ensure Prairie Village continues to thrive and provide exceptional public services to its residents. I always enjoy the time I spend in Prairie Village, and I know this community would be a great place to live and work. As evidenced by my enclosed resume, my leadership, community development, and communication skills have been highly developed through my previous experiences, and I believe I would be a great fit for this position and the City of Prairie Village.

I look forward to hearing from you and having the opportunity to interview for this position. If you have any questions, please do not hesitate to contact me at [REDACTED]

Sincerely,


Jamie Shockley

JAMIE SHOCKLEY

PROFESSIONAL EXPERIENCE

City of Tonganoxie, KS

November 2014 – present

Assistant City Manager (November 2014 – present)

Interim City Manager (October 2016 – March 2017)

- Represented the City in negotiations with Leavenworth County that successfully led to the City receiving a \$5 million economic development grant to help develop a city-owned 240 acre industrial park.
- Managed the process and informational campaign to renew the City's ¾ cent general sales tax for infrastructure projects, which was approved by 64% of voters in February of 2017.
- Oversaw the site selection, design, bidding, and construction process for a new city hall and police station.
- Assisted with the negotiation of a development agreement with the first business in Tonganoxie's industrial park, which is anticipated to result in an \$18.5 million capital investment.
- Represented the City in negotiations and pre-construction meetings with the Army Corps of Engineers regarding the construction of a \$12.5 million, 30,000 square foot army reserve facility.
- Manage the city council and planning commission agenda packets, including writing reports, policies, memos, resolutions, contracts, and ordinances; staff the city council and planning commission meetings.
- Working with the city's planning consultant and planning commission currently to revise and update the planning commission by-laws, comprehensive plan, and development/subdivision regulations.
- Worked closely with the city manager to create and adopt the City's first ever tax abatement policy.
- Meet with developers and engineering firms to review the planning submission calendar, set up pre-application meetings, and answer questions about the City's development review processes.
- Conducted a housing needs analysis and managed the process to establish Rural Housing Incentive Districts in strategic locations throughout the city limits.
- Implemented a new financial and utility billing system, which involved a complete restructuring of the City's chart of accounts and resulted in process improvements that significantly reduced the City's use and storage of paper files and daily time spent on financial and utility billing tasks.
- Work closely with the building official/code enforcement officer to respond to and resolve code violation and nuisance complaints.
- Manage the City's solid waste contract with Honeycreek Disposal.
- Managed the development of two city parks and the completion of two public art projects.
- Serve as the City's finance, HR, and planning director, and manage the day-to-day operations of city hall, which includes overseeing customer service and utility billing, municipal court, human resources, communication, planning and development, information technology, budget, and finance.
- Conduct financial analysis and forecasting and lead the City's budget development process each year.
- Manage the Tonganoxie Days festival and Mayor's Tree Lighting planning committees, which includes event planning, fundraising, and day-of-festival coordination.
- Currently managing the process of revising the City's personnel policy and employee handbook.
- Oversaw the completion of the City's first strategic plan, including consultant selection, city council retreats, and community conversations; currently managing the implementation of the final strategic plan.
- Work with all city departments on policies, process improvements, budgeting, personnel issues, and strategic planning.

City of Olathe, KS

June 2012 – November 2014

Strategic Communications Analyst (July 2013 – November 2014)

ICMA Management Fellow (June 2012 – July 2013)

- Assisted with communications and outreach for the street maintenance sales tax election, which voters passed by 57%.
- Assisted in the preparation and analysis of the City's budget and capital improvement plan, and developed presentations and reports for the City Manager and City Council.
- Initiated, implemented, and managed the Olathe Trash Day widget and mobile application, which was being utilized by 45% of solid waste customers within six months of launching.

- Conducted research and analysis and provided recommendations on policies and process improvements.
- Served as public information officer for the Public Works department.
- Developed and implemented a department-wide Strategic Communications Plan, which identified goals, strategies, and performance measures for effective communication and brand enhancement.
- Participated in the design and construction process of a \$28.5 million community center, which opened in July 2014.
- Managed public engagement efforts for the 2013 and 2014 budget process through development of internal and external outreach plans and press releases, including planning and managing the annual e-Town Hall forum.
- Facilitated and advised the Olathe Teen Council and managed the "Learning about Olathe" 3rd Grade program.

City of Riverside, MO

June 2011 – May 2012

Management/Community Relations Intern

- Assisted in the management of Parks & Recreation programs and managed the spring sustainability workshop series.
- Managed social media channels, created the monthly newsletter, and updated website content.
- Coordinated meetings, reports and other projects for the City engineering team.
- Promoted sustainability initiatives throughout the City through the development of outreach plans, educational materials, and events in collaboration with the City Hall Green Team and Riverside Sustainability Commission.
- Tracked and recorded progress and expenses of capital projects.

EDUCATION

University of Kansas

June 2011 – May 2013

Master of Public Administration

Lawrence, KS

Ethan Allen Scholar

Pi Alpha Alpha Honors Society

University of Central Missouri

August 2007 – May 2011

Bachelor of Science in Political Science

Warrensburg, MO

President's Scholar

Walt Hicklin Government & Public Service Scholar

Recipient of the Outstanding Graduating Senior in Political Science Award

COMMUNITY INVOLVEMENT - PROFESSIONAL MEMBERSHIPS - RECOGNITIONS

- Received the Early Career Excellence Award from Kansas Association of City/County Management - 2013
- Received Outstanding Leader Award from Southern Leavenworth County Leadership Development program - 2016
- Practitioner in Residence for KU MPA Class of 2018
- Board member for Southern Leavenworth County Leadership Development Program – 2016 to 2017
- Board member for Tonganoxie Chamber of Commerce – 2016 to present
- Ex-officio board member for the Leavenworth County Development Corporation – 2016 to present
- Selected by ICMA President to introduce keynote speaker Daniel Pink at the ICMA Conference – 2013
- Received award from National Association of Government Communicators (NAGC) for mobile app and promotional campaign – 2014
- Received Silver Circle Award from City-County Communications and Marketing Association (3CMA) - 2014
- Received the Outstanding Solid Waste Project Award from the Kansas Solid Waste Association of North America (KsSWANA) - 2014
- Southern Leavenworth County Leadership Development Program Graduate – Class of 2016
- Member of ICMA, KACM, and ELGL

COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
Monday, November 06, 2017
6:15 PM

AGENDA

JORI NELSON, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

Discuss the Environmental/Recycling Committee's Preliminary List of Recommendations to Reduce Carbon Emissions
Tom O'Brien

*COU2017-45 Consider approval of the design agreement with Affinis Corp for the design of the 2018 CARS Projects: Mission Road, 85th Street to 95th Street and Roe Avenue, 67th Street to 75th Street
Keith Bredehoeft

*COU2017-46 Consider approval of the agreement with BHC Rhodes for the storm water professional services
Keith Bredehoeft

*COU2017-47 Consider approval the design agreement with TranSystems Corporation for the traffic engineering service for the 2018 City Wide Traffic Study
Keith Bredehoeft

Cancellation of Nov 20th Council Meeting

***Council Action Requested the same night**



ADMINISTRATION

Council Committee Date: November 6, 2017

Discuss the Environmental/Recycling Committee's Preliminary List of Recommendations to Reduce Carbon Emissions

BACKGROUND

At the June 5 City Council Meeting, Council approved a motion brought forward by Council Member Mikkelson to ask the Environmental/Recycling Committee to develop a list of recommendations to reduce carbon emissions.

Mr. Mikkelson brought that request to the Committee at their July meeting. Since that time, the Committee members have been working to develop a list of preliminary recommendations that they wish to share with the City Council. This is not an exhaustive list, but rather serve as a starting point for conversations with Council and staff.

ATTACHMENTS

Environmental/Recycling Committee's Report

PREPARED BY

Alley Williams

Assistant to the City Administrator

Date: November 2, 2017

United States Mayors in support of Climate Protection

The Kyoto Protocol and Mayors Climate Protection Agreement

On November 2, 2007, 15 local area Mayors, including Mayor Shaffer of Prairie Village, signed the *Mayors' Climate Protection Agreement*. The agreement urged local, state and the federal government to enact policies and programs to strive to meet or beat the Kyoto Protocol target of reducing global warming pollution levels to 7 percent below 1990 levels by 2012 through various efforts. These efforts included reducing the U.S. dependence on fossil fuels and accelerating the development of clean energy resources and fuel-efficient technologies such as conservation, wind and solar energy, and use of efficient motor vehicles in their own communities.

Prairie Village has adhered to these tenets. A geothermal energy system for city buildings was installed, the city has increased recycling rates and reduced waste reduction in city buildings, parks and at events, and is increasing bicycle trails and walkable communities. Our Environmental Committee has been at the core of most of these and other efforts.

Globally temperatures have already risen 1 degree Celsius and we are locked into at least another 0.5-degree rise because carbon dioxide, the most prevalent of the greenhouse gases, stays in the atmosphere for a long time. Therefore, even with reducing emissions we can expect temperatures to rise until emissions are reduced 80% by 2050. So it is no longer enough to simply reduce our use of fossil fuels and encourage other worthwhile efforts. A greater commitment is required at all levels both in and outside of government both nationally and worldwide.

The Paris Climate Accord

The Paris Climate Accord was adopted by the United States government and all nations but two on December 20, 2015 and went into force on November 4, 2016. It is an agreement with the UN Framework Convention on Climate Change (UNFCCC) dealing with greenhouse gas mitigation, adaptation, and finance starting in 2020. It aims to strengthen the ability of countries to deal with the impacts of climate change. Each country signing the Accord is to determine, plan, and regularly update its own contributions it decides is needed to mitigate climate change. There is no mechanism to force a country to set a specific target by a specific date, although it requires each country to put forward their best efforts to strengthen their commitments in the years ahead and to report regularly on their emissions and their implementation efforts. This makes it the world's first comprehensive climate agreement.

The central aim of the Accord is to strengthen the global response to the threat of climate change by keeping the global average temperature rise this century to well below 2 degrees Celsius above pre-industrial levels and to pursue efforts to limit the temperature increase even further to 1.5 degrees, after it was determined that the original target was insufficient to prevent the worst effects of global climate change. It also aims to reach global peaking of greenhouse emissions as soon as possible. Climate change education, training, public awareness, public participation and public access to information is also to be enhanced under the Accord.

In June of this year, President Trump announced that he would pull the United States out of the agreement. Nicaragua has since signed the Accord, which makes the United States and Syria the only two countries not in the agreement.

Following his decision to do so, many cities, states, counties, colleges and universities and businesses have committed or reaffirmed their commitment to adhering to the tenets of the Accord. *We Are Still In* is an organization made up of all of the above groups. Many of these entities are pledging not just to reduce GHG emissions, but to go to 100% renewable energy by 2050 or sooner and completely electrify their various transportation fleets as well.

Mayors National Climate Action Agenda (a/k/a “Climate Mayors”)

Climate Mayors also began in response to this decision. As to date, 382 Mayors representing 68 million American citizens have committed to upholding the Paris goals.

In signing the **Mayors National Climate Action agenda**(MNCAA,) also known as **Climate Mayors**, the city agrees to:

- Develop a community Greenhouse Gas (GHG) Inventory
- Set near and long-term targets to reduce emissions in line with that as required by the Paris Agreement
- Develop a climate action plan aligned with our targets
- Resource City-lead activities to demonstrate year-on-year progress of our local-level actions
- Designate a sustainability/climate lead for the city. Monthly coordination calls are held in which the lead will be asked to share progress and best practices
- We will be asked to join in occasional letters and statements, as well as initiatives such as their EV RFI

As in the Paris Accord, there are no binding commitments as a *Climate Mayors* member, nor formal process to join. They require an email from a responsible authority with each city, typically a Mayor’s office. Contact: email to info@climate-mayors.org.

Additional Actions in Support of Climate Mayors

It would also be very advantageous for us to join both ICLEI and the U. S. Conference of Mayors. They provide technical support and tools for cities and governments to use in their efforts to reduce emissions.

- *ICLEI (Local Governments for Sustainability)* www.iclei.org is the leading global network of more than 1,500 cities, towns and regions committed to building a sustainable future. It provides technical consulting, training and information services to build capacity, share knowledge and support local government in the implementation of sustainable development at the local level. (\$600 a year)
- *The Compact of Mayors*. <https://www.compactofmayors.org> Launched by the UN under the leadership of the world’s global city networks – C40 Cities Climate Leadership Group (C40), ICLEI, and the United Cities and Local Governments (UCLG) –with support from UN-Habitat, the UN’s

lead agency on urban issues. In addition, establishes a common platform to capture the impact of cities' collective actions through standardized measurement of emissions and climate risk, and consistent, public reporting of their efforts. Any city or town in the world may commit regardless of size or location. A city has up to three years to meet a series of requirements and fully comply, culminating in the creation of a full climate action and adaptation plan. There is no cost to join.

And perhaps we could sneak into the U. S. Conference of Mayors (we don't quite meet the population requirement.)

- *The U. S. Conference of Mayors* www.usmayors.org oversees The Mayors Climate Protection Agreement, provides a variety of reports and resources, and has standing committees including energy, environment, and transportation, which recommend policy decisions at the conference, which, if adopted are distributed to the President and Congress. For cities of 30,000 or more. (\$200 a year)

Following is a list of many initiatives that the Prairie Village Environmental and Recycling Committee (PVERC) has deemed relevant for reducing carbon emissions and making Prairie Village more sustainable. This is not an exhaustive list; other suggestions will follow in time. The first four are our suggestions to begin implementing first, and generally will be easier and less costly to do so. We recommend that the city utilize us as a feedback loop to provide suggestions pertaining to city actions and activities with environmental implications. Especially in light of the United States withdrawal from the Paris Climate Accord, we feel that it is our duty to educate the citizens on the importance of these efforts and in ways that they themselves can participate in and contribute to the reduction of emissions while benefiting their families and community. With the support of the PVERC, these should require minimal amounts of city staff time.

(1) Ordinances. Clarification, modification, education.

- *Relax the solar ordinance*

Besides reducing greenhouse gas emissions, solar energy systems would reduce our energy load. We recommend relaxing the solar ordinance to make it easier (less burdensome) for residents to install solar collection systems. Our current ordinance specifically acknowledges that the use of alternative energy systems is in the general welfare of our residents. However, we recommend waiving or reducing the fee for a permit to install a solar energy system, look for opportunities to streamline the permitting process, and actively induce commercial properties to install renewable energy systems through use of financial incentives.

- *Composting*

Composting reduces energy costs and carbon impacts by eliminating hauling of yard wastes, and likewise by the elimination or lessening of the need to purchase and haul commercial fertilizers. We suggest that the committee review the 2017 revision of the composting ordinance, as well as explore ways to educate and inspire the citizenry and thereby promote the use of composting.

- *Tear downs*

Besides recycling all waste materials, we have suggestions for new construction: requiring both the use of materials with a high R-value and permeable paving material for new driveways to reduce runoff and drainage issues. We also suggest providing a handout with requirements to builders and developers that can point out both financial and environmental benefits of “greener” construction methods, products and equipment.

(2) Purchase electric and/or alternative fuel vehicles for city needs and purchase electric car charging stations on city and commercial property.

- *Car charging stations*

Kansas City has become a national leader in car charging stations. As the number of stations has risen, currently nearly one for every electric car, so have the number of drivers registered to use the charging network. We understand that KCP&L is in discussion with Prairie Village about the possibility of partnering or placing charging stations in the City. Potential locations include the south lot at the Municipal campus, the pool parking lot, and Public Works.

- *Greening the fleet*

Electric vehicles are 10 times cheaper to operate and 5 times more efficient than gasoline powered vehicles. Since they have no tailpipe, they emit no greenhouse gas emissions. Cities, states, businesses, even some countries and other entities are rapidly changing their fleets to all-electric. Volvo and GM have announced that they will phase out production of combustion engine cars. Electric vehicles are the future. We suggest using electric vehicles for the city fleet, Public Works, and possibly for public safety vehicles as well.

We suggest purchasing vehicles on a rotating basis.

(3) Closing the feedback loop.

- *White reflective roofs for city buildings*

A white roof is painted with solar reflective white coating and reflects up to 90% of sunlight, as opposed to traditional black roofs which reflect only 20%. White surfaces of all types (roofs, ice and snow, cars, clothing) reflect heat whereas darker surfaces absorb it. Painting roofs white can save up to 25% of heating/cooling costs, even more during higher summer temperatures. So, they keep buildings cool and reduce energy and therefore emissions. In addition, they extend the life of a roof as they help prevent heat related warping and cracking. Some cities are even painting their streets white. The committee will also help educate the community about these benefits of white roofs for their own properties.

- *Permeable paving for new parking areas, starting with parks and eventually to include other city lots.*

Permeable paving allows rain and snowmelt to seep through the surface down to underlying layers of soil and gravel. In addition to reducing runoff, it can help filter out pollutants that contribute to water pollution and reduce the need for road salt and

construction costs for residential and commercial development by reducing the need for some conventional drainage features. The costs are generally 20-25% higher than comparable impermeable surfaces due to the need for a rock bed below the pavement. This is because the compacted clay that parking pavement is normally placed on is not very pervious. However, the cost may be offset in the long run by reduced stormwater infrastructure costs. In addition, surfaces are much less likely to be icy and slick, because they generally don't hold water on the surface that freezes up. We suggest using permeable pavements in City parking lots and sidewalks and encouraging residents to use permeable pavements for driveways, sidewalks, and patios. The transition to permeable pavements on City properties could be done gradually as re-surfacing is required. Encouraging residential use could be done through stormwater tax reduction for permeable surfaces.

For example: I-Lan Park which is east of Nall and north of 127th Street. The north half of the parking lot is pervious concrete.

(4) Continue efforts to enhance pedestrian and bicycle friendliness.

We support the efforts that the city has already made on this effort. We would like to assist in implementing and/or educating the public about current and future efforts. Besides living healthier and improving the quality of life, biking and walking increases transportation options, mitigates congestion and improves air quality leading to lower emissions.

(5) Hydration stations for filling water bottles instead of plastic bottles.

These are very popular and are a very sustainable alternative to using plastic water bottles which are very unsustainable in many ways. Shawnee Mission East has purchased several and it is our understanding that Public Works also has one or more stations.

(6) Encourage tree planting for both public spaces and private property.

Educate about appropriate trees to plant and planting and maintenance techniques in conjunction with the Tree Board. Research grants for homeowners and encourage more trees in public spaces. We are pleased with the efforts the city has accomplished in the replanting of trees in locations where the Emerald Ash Borer has resulted in tree loss.

(7) Recycling assistance for city businesses.

We would like to assist businesses in their recycling efforts.

(8) Alternative energy for the pool complex.

We suggest expanding the geothermal energy used in the city offices to include the pool complex as well. In doing so we would also be able to heat the pool at minimal cost, which would allow greater attendance during periods of cooler weather during the summer season.

(9) Alternatives to chlorine for the pool.

Bromine and salt are more sustainable alternatives to chlorine for swimming pools, as chlorine is very abrasive to the skin and hair. Some studies also link it to several diseases, including asthma in children.

(10) Mass transit up and down Mission Road.

Mission Road is our main street. As our citizenry ages and transit increases throughout the metro area this would be a good place to increase this effort in Prairie Village. We have been informed that the city is already working with Johnson County on a transit stop around Meadowlake Park. We applaud this effort and look forward to more in the future.

(11) Installing a cistern to capture water rolling off roofs at the city complex for irrigation use and to lessen runoff.

(12) Engage Public Works on parks maintenance, use of natural products, using less gas, etc.



PUBLIC WORKS DEPARTMENT

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

CONSIDER DESIGN AGREEMENT WITH AFFINIS CORP FOR THE DESIGN OF THE 2018 CARS PROJECTS, MISSION ROAD FROM 84TH STREET TO 95TH STREET AND ROE AVENUE FROM 67TH STREET TO 75TH STREET.

RECOMMENDATION

Move to approve the design agreement with Affinis Corp for the design of the 2018 CARS Projects: Mission Road, 85th Street to 95th Street and Roe Avenue, 67th Street to 75th Street for \$106,865.00.

BACKGROUND

Public Works recently requested proposals from firms to provide engineering services for Prairie Village for the next three years. We had 9 firms submit proposals and we interviewed Trekk Design Group, Phelps Engineering, BHC Rhodes and Affinis Corporation. Based on their original proposals and the interviews the selection committee chose Affinis Corporation to be the City's construction administration consultant for 2018-2020. Affinis Corporation has been working for the City for the last several years and has performed very well. The selection committee consisted of Serena Schermoly, Steve Noll, Alley Williams, and Melissa Prenger.

This agreement is for the design of the 2018 CARS Projects. Mission Road Rehabilitation Project from 85th Street to 95th Street is a joint project with the City of Leawood. This project will complete the rehabilitation of Mission Road in the City Limits. Roe Avenue Rehabilitation Project from 67th Street to 75th Street Project ties in to the north limit of the 2015 CARS project and addresses one mile of Roe Avenue. The north ½ mile will require closure and new asphalt base throughout. The south ½ mile of the project is a traditional mill and overlay project with curb replacement and sidewalk repair.

FUNDING SOURCE

Funding for the design of this project is as follows:

2018 CARS CIP Projects	\$150,000.00
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RELATED TO VILLAGE VISION

- TR1c. Ensure that infrastructure improvements meet the needs of all transportation users.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*

ATTACHMENTS

1. Design Agreement with Affinis Corp

PREPARED BY

Melissa Prenger, Sr Project Manager

November 1, 2017

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECT - 2018 CARS PROJECT

**MIRD0006 - MISSION ROAD - 84TH STREET TO 95TH STREET
ROAV0004 - ROE AVENUE - 67TH STREET TO 75TH STREET**

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 2018 CARS 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 throughout the city as part of CARS Programs.
- 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.
- G. The City has funded the 2018 CARS Project with this street:
 - 1. Mission Road (84th Street to 95th Street)
 - 2. Roe Avenue (67th Street to 75th Street)

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

- A. **Design Phase:** Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited, to these phases and tasks. The scope is generally defined below.
 - 1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations.
 - 2. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.
 - 3. Conduct field reconnaissance with City to evaluate and identify:
 - a. Design issues.
 - b. Identify existing drainage components in project area (location, size, material, capacity, storm design adequacy and condition).
 - c. Need for drainage improvements.
 - d. Need for full depth pavement repairs.
 - e. Need for sidewalk replacement. (Roe Ave. Only)
 - f. Location for new sidewalk.
 - g. Need for curb and gutter replacement.

- h. Need for and limits of driveway replacement.
 - i. Need for which type of ADA ramps.
 - j. Utility locations and conflicts.
 - k. Tree conflicts.
4. Determine and design storm sewer system modifications resulting from roadway configuration changes.
 5. Perform traffic counts and determine feasibility of a three lane roadway section to include and center turn lane.
 6. Integrate and design the City of Leawood's sidewalk changes on the east side of Mission Road at 92nd Street into plans. Survey of this area was previously completed.
 7. Perform topographic survey of project locations where curb Inlets will be adjusted or features may change. Survey scope assumes ten inlet locations and five hundred feet of roadway survey.
 8. Prepare easement documents for sidewalk easements along Mission Road for Leawood sidewalk improvements (8 easements assumed).
 9. Gather aerial and topographic data from Johnson County AIMS mapping for project locations that are not topographically surveyed.
 10. The Consulting Engineer shall contract with a City approved geotechnical firm for pavement investigation on Roe Avenue between 67th Street and 71st Street. The costs associated with the work shall be paid by the Consulting Engineer to the geotechnical firm and shall be included in the Basic Services of the Professional Services Agreement.
 - i. Mobilize a geophysicist with a GSSI2 SIR 4000 GPR system equipped with a dual-frequency 300/800 MHz monostatic antenna (or equivalent) to the site.
 - ii. Collect GPR data along two lines per travel and turn lane in the survey area. The GPR data will be collected by towing an antenna from a vehicle moving approximately 5 mph. Positioning information will be provided by a sub-meter differential GPS. Traffic control will consist of a second trailing vehicle with a flashing arrowboard.
 - iii. Process and interpret the GPR data using GSSI's RADAN software.
 - iv. Return to the site and core 3-4 holes into the pavement at locations determined from the GPR data to assist in calibrating the GPR data and determine the pavement composition. Holes will be filled in with asphalt patch. Traffic control for the coring will include a flashing arrowboard and orange cones.
 - v. Prepare a report that includes a description of the GPR method, GPR data acquisition procedures, core results, photographs of the cores, a site plan showing the location of the GPR lines, core hole locations, and pavement thickness within the survey limits, and recommendations for either an overlay or full-depth pavement replacement.
 11. Prepare preliminary construction plans (60%).
 - a. Project title sheet.
 - b. General site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.
 - c. Plan sheets for street improvements showing all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.

- d. Typical sections.
 - e. Cross sections for streets with a detailed topographic survey. Intersection details showing the elevation and drainage pattern information.
 - f. Construction phasing showing temporary traffic control measures per MUTCD for various phases of construction.
 - g. Pavement marking and signing measures per MUTCD.
 - h. City details drawings and other special details pertinent to the project.
12. Submit one set (one full size and one half size) of preliminary (60% completion) construction plans for City review.
 13. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
 14. Perform field check with City.
 15. Schedule, prepare for and attend two (2) public meetings and one (1) council meeting for the 2018 CARS project. The City will be responsible for sending notifications to the residents and property owners.
 16. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
 17. Attend and prepare minutes for up to four (4) project meetings and disperse the minutes to City representative and all other attendees within five working days.
 18. Prepare final documents based of review and comments from City and other review agencies of the preliminary plans.
 19. Submit one half size set of final (95%) plans and specifications for City review.
 20. Submit one half-size set of final (95%) plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
 21. Prepare a final opinion of probable construction cost.
 22. Prepare bid documents for using the City's standard documents.
 23. Provide one hard copy and electronic copy of any report or plans. Provide files of the plans in PDF Format.

B. Bidding Services Phase

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

1. Provide the City a notice of bid for publication.
2. Post advertisement for bid on electronic plan room (Drexel Technologies) and provide bid documents for reproduction.
3. Via electronic plan room provide all bid documents for potential bidders to purchase.
4. Provide all utilities with bid set of plans and request attendance at pre-bid meeting.
5. Conduct a pre-bid meeting. Prepare minutes of pre-bid meeting and disperse to City representative and all other attendees within five working days.
6. Prepare and distribute addenda prior to bid opening. Assist bidders with questions during bidding.

7. Provide to the City an Engineer's Estimate and bid tab sheet prior to the bid opening.
8. Attend bid opening.
9. Check accuracy of bids, evaluate the bidders and make a recommendation of award to the City.
10. Prepare five sets construction documents including bonds for execution by the contractor and the City.
11. Provide one hard copy and electronic copy of any report or drawings. Provide files of the plans or drawings in PDF Format.

C. Construction Services Phase

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

1. Prepare for attend preconstruction meeting with City and Contractor. Prepare and distribute meeting notes.
2. Provide periodic consultation by telephone or email to assist with construction issues.
 - a. Consultation will be initiated by Client and/or Construction Representative.
 - b. Consultant shall provide documentation on invoice that provides a brief description of the issue and/or activity.
 - c. 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.
3. Review shop drawings and submittals.
4. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
5. Prepare final record drawings which reflect:
 - a. Minor design changes.
 - b. Changes made in the field by City representatives and are marked on the construction plan set.
6. Submit to the City electronic CAD files and TIFF images of the revised sheets.
7. Attend construction progress meetings as directed/requested by the Client. Four (4) meetings are budgeted.

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 Phase	Due by January 31, 2018
Bid Advertisement Date	February 13, 2018
Letting Date	March 9, 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 fee is **\$106,865.00.**
- B. Invoices** The compensation will be invoiced by phase, detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and the Direct Non-Salary Costs.
- C. Direct Non-Salary Costs** The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- D. Monthly Invoices** All invoices must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred and description of work accomplished.
- E. Fee Change** The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Change Order will be for major changes in scope, time or complexity of Project.

Article VI General Provisions

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

risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
 2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
 4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
 5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

- J. Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- K. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees 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 Speegle, PE

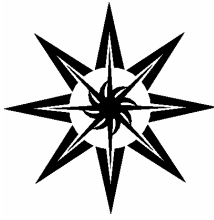
Address for giving notices:

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



PUBLIC WORKS DEPARTMENT

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

CONSIDER AGREEMENT WITH BHC RHODES FOR STORMWATER PROFESSIONAL SERVICES

RECOMMENDATION

Move to approve the agreement with BHC Rhodes for the Stormwater Professional services for \$108,000.

BACKGROUND

Public Works recently requested proposals from firms to provide engineering services for Prairie Village for the next three years for Stormwater Study Review for both Commercial Development projects and the drainage studies associated with Home Rebuilds. We had 9 firms submit proposals and we interviewed Trekk Design Group, Phelps Engineering, and BHC Rhodes. Based on their original proposals and the interviews the selection committee chose BHC Rhodes to be the City's Stormwater Consultant for 2018-2020. The selection committee consisted of Serena Schermoly, Steve Noll, Alley Williams, and Melissa Prenger.

The agreement amount of \$108,000 is an estimated amount based on the hours required for staff, in the past year, to complete the drainage permits associated with the home rebuilds in Prairie Village. The City currently has 56 active permits (issued between 2016 and 2017) requiring stormwater studies, biweekly inspections required under the state permit for erosion, and final inspections confirming compliance with the study/grading plan. Staffing for this effort has been the Senior Project Manager for the review and approval of the stormwater studies, including comments and addressing required corrections to the studies, assistance in biweekly inspections and rain event inspection and final grade inspections. The Right of Way and Drainage Inspector has staffed the initial inspection of the property documenting the existing condition prior to construction, biweekly inspection as required by the state permit, rain event inspections as required by the state permit and final grade inspection for compliance with the drainage study and grading plan.

The amount of permits has increased and the volume of workload generated by these permits is now beyond current staffing abilities. In 2011 there were 40 permits issued with 6 of those for home rebuilds or new homes. In 2017 there have been 117 permits issued with 43 of those for home rebuilds or new homes to date. The volume of work multiplied by 7 times for the home rebuilds.

FUNDING SOURCE

There is funding available in the 2017 CIP drainage program to transfer to the drainage operating account.

ATTACHMENTS

1. Design Agreement with BHC Rhodes

PREPARED BY

Melissa Prenger, Sr Project Manager

November 1, 2017

AGREEMENT FOR PROFESSIONAL ENGINEER

For

PROFESSIONAL SERVICES

Of

STORM WATER STUDY REVIEWS

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 _____, a corporation with offices at _____, hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for Professional Services of Storm Water Study Reviews, hereinafter called the “**Project**”,

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

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

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

1 CITY RESPONSIBILITIES

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

1.6 The City has funded approximately \$108,000 for this project with the following proposed locations of work:

1.6.1 Work throughout the City of Prairie Village.

2 CONSULTANT RESPONSIBILITIES

2.1 The Consultant shall either perform for or furnish to the City professional civil engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.

2.2 The Consultant shall serve as the prime professional Consultant for the City on this Project

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

2.4 Designate a person to act as the Consultant's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

3 SCOPE OF CONSULTANT SERVICES

Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited to, these phases and tasks. The scope is generally defined below and in more details in Exhibit A.

3.1 Professional Services: Teardown & Rebuild

3.1.1 Storm Study Reviews: Per direction provided by City representative, Consultant will review drainage studies for residential teardown & rebuilds as well as for residential significant additions. Work includes review of study, communication with permit applicant as to required revisions or approval, and populating City permit databases.

3.1.2 Routine 2-Week Inspections: All active drainage permits require a documented site visit, once every 2 weeks, for compliance with storm drainage provisions and site erosion control. Consultant will conduct these inspections, communicate with permit applicant regarding site improvements, and communicate status to the City.

3.1.3 Final Inspection: When applicant is ready for project approval, Consultant will complete a final inspection to confirm that final construction has met the conditions of the approved drainage study and submitted site plan.

3.2 Professional Services: Commercial Review

3.2.1 Commercial Study Reviews: Per direction provided by City representative, Consultant will review drainage studies for commercial development. Work includes review of study, communication with drainage permit applicant as to required revisions or approval, and the communication of study status to the City.

3.2.2 Routine 2-Week Inspections: All active drainage permits require a documented site visit, once every 2 weeks, for compliance with storm drainage provisions and site erosion control. Consultant will conduct these inspections, communicate with permit applicant regarding site improvements, and communicate status to the City.

3.2.3 Final Inspection: When applicant is ready for project approval, Consultant will complete a final inspection to confirm that final construction has met the conditions of the approved drainage study and submitted site plan.

3.3 Professional Services: Development of GIS Based Status Reporting

- 3.3.1 Website Development: Consultant will coordinate with the City to identify a cost-effective and efficient mechanism for GIS reporting of active drainage permit status. Reporting system for City and Consultant use.
- 3.3.2 Status Reporting Implementation and Maintenance: Once developed, periodic website maintenance and update work would be assigned to this task.

4 TIME SCHEDULE

- 4.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of these Professional Services.
- 4.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.
- 4.3 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.
- 4.4 Should such circumstances occur, the consultant shall, within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
- 4.5 Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:
 - 4.5.1 Professional Services: Teardown & Rebuild
Consultant will have responded to drainage study components of drainage permit applicant within two weeks of receipt of the permit. Consultant will administer routine 2-week inspections throughout construction.
 - 4.5.2 Professional Services: Commercial Review
Consultant will have responded to drainage study components of drainage permit applicant within two weeks of receipt of the permit.
 - 4.5.3 Professional Services: Development of GIS Based Status Reporting
Consultant will have developed a GIS reporting system interface within 45 days of notice to proceed.

5 COMPENSATION

- 5.1 The City agrees to pay the Consultant, at Hourly Rates, to a Maximum Fee of \$108,000 for the scope of services as specified herein unless modified by Change Order. Consultant current Hourly Rate Schedule is attached as Exhibit B.
- 5.2 The compensation will be billed time and expenses detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and Direct Non-Salary Costs.
- 5.3 The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- 5.4 All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of sub-consultant services and detail list of Direct Non-Salary Costs.
- 5.5 The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

6 GENERAL PROVISIONS

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

6.4 Insurance:

- 6.4.1 The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- 6.4.1 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.
- 6.4.1 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- 6.4.1 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- 6.5 **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure

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

- 6.6 **Termination for Convenience.** The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization
- 6.7 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
- 6.8 **Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- 6.9 **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 6.10 **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- 6.11 **Successors and Assigns:**
- 6.11.1 The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- 6.11.1 Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer

is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

6.11.1 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:

Ronald L. Shaffer, Mayor

Address for giving notices:

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

Telephone: 913-385-4600

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

Brungardt Honomichl & Company, P.A.

By

Kevin Honomichl, President

Address for giving notices:

BHC RHODES
7101 College Blvd. Suite 400
Overland Park, KS 66210

Telephone: 913-663-1900

APPROVED AS TO FORM BY:

Catherine Logan, City Attorney

EXHIBIT A

3.1 Professional Services: Teardown & Rebuild

3.1.1 Storm Study Reviews: Per direction provided by City representative, Consultant will review drainage studies for residential teardown & rebuilds as well as for residential significant additions. Work includes review of study, communication with permit applicant as to required revisions or approval, and populating City permit databases.

60 drainage studies associated with teardown & rebuild activity are anticipated during the term of this contract. Initial estimates are that an average of 5 hours per week will be spent on this task, plus mileage and other direct expenses. Work is to be performed by a licensed engineer.

3.1.2 Routine 2-Week Inspections: All active drainage permits require a documented site visit, once every 2 weeks, for compliance with storm drainage provisions and site erosion control. Consultant will conduct these inspections, communicate with permit applicant regarding site improvements, and communicate status to the City.

As with Task 3.1.1, 60 teardown & rebuild drainage permits are anticipated to be under construction during the term of this contract. Initial estimates are that an average of 9 hours per week will be spent on this task. Approximately 20+ active projects may be under construction at any time which require site inspection, drive time, documentation, and applicant contact. Mileage and other direct expenses would be in addition to time. Work is to be performed by the Consultants licensed engineer or designee.

3.1.3 Final Inspection: When applicant is ready for project approval, Consultant will complete a final inspection to confirm that final construction has met the conditions of the approved drainage study and submitted site plan.

60 drainage studies associated with teardown & rebuild activity are anticipated during the term of this contract. Initial estimates are that an average of 2 hours per week will be spent on this task, plus mileage and other direct expenses. Work is to be performed by a licensed engineer

3.2 Professional Services: Commercial Review

3.2.1 Commercial Study Reviews: Per direction provided by City representative, Consultant will review drainage studies for commercial development. Work includes review of study, communication with drainage permit applicant as to required revisions or approval, and the communication of study status to the City.

Work under this task is expected to be minimal with less than 10 drainage studies associated with commercial development anticipated. Time under this task is to be billed on an hourly basis. Work is to be performed by a licensed engineer.

3.2.2 Routine 2-Week Inspections: All active drainage permits require a documented site visit, once every 2 weeks, for compliance with storm drainage provisions and site erosion control. Consultant will conduct these inspections, communicate with permit applicant regarding site improvements, and communicate status to the City.

3.2.3 Final Inspection: When applicant is ready for project approval, Consultant will complete a final inspection to confirm that final construction has met the conditions of the approved drainage study and submitted site plan.

3.3 Professional Services: Development of GIS Based Status Reporting

3.3.1 Website Development: Consultant will coordinate with the City to identify a cost-effective and efficient mechanism for GIS reporting of active drainage permit status. Reporting system for City and Consultant use.

Work under this task will be associated with the development of a GIS reporting mechanism.

3.3.2 Status Reporting Implementation and Maintenance: Once developed, periodic website maintenance and update work would be assigned to this task.

EXHIBIT B

Brungardt Honomichl & Company P. A.
2017 Rate Schedule
Effective thru 12/31/17

Title	Rate
Principal Program Manager	\$170.00
Project Manager	155.00
Sr. Traffic Engineer	155.00
Traffic Engineer	125.00
Utilities Manager	130.00
Project Engineer	130.00
Resident Project Engineer	130.00
Design/Staff Engineer	105.00
Sr. Designer	105.00
Designer	90.00
Senior Eng. Technician	105.00
Engineering Technician	85.00
CAD Technician	70.00
Technician	70.00
Construction Technician II	100.00
Construction Technician I	70.00
Clerical	50.00

Reimbursable Expenses:

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
A. Passenger Vehicle	Per mile	IRS rate
B. Survey Vehicle	Per mile	\$0.70
C. Telephone/Cellular/Long Distance		Actual Cost
D. In House Reproduction	Sq. Ft.	\$0.15
F. Freight & Postage		Actual Cost
G. Total Station Equipment fee	Per Hour	\$15.00
H. GPS Equipment fee	Per Hour	\$30.00
I. Robotic Total Station	Per Hour	\$40.00
J. Laser Scanning	Price per Project	



PUBLIC WORKS DEPARTMENT

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

CONSIDER DESIGN AGREEMENT WITH TRANSYSTEMS CORPORATION FOR THE DESIGN OF THE 2018 CITY WIDE TRAFFIC STUDY

RECOMMENDATION

Move to approve the design agreement with TranSystems Corporation for the traffic engineering service for the 2018 City Wide Traffic Study for \$74,934.00

BACKGROUND

Public Works recently requested proposals from firms to provide engineering services for the City Wide Traffic Study as well as the general Traffic Engineering services consultant for the next several years. We had 5 firms submit proposals and we interviewed BHC Rhodes, Merge Midwest Engineering, and TranSystems. Based on their original proposals and the interviews the selection committee chose TranSystems Corporation to perform the City Wide Traffic Study and to be the City's Traffic Engineering Consultant. TranSystems Corporation has been working for the City for the last several years and has performed very well. The selection committee consisted of Courtney McFadden, Traffic Sergeant Eric McCullough, and Keith Bredehoeft.

The last City Wide Traffic Study was completed in 2006, this 2018 study will be an update to the previous study. TranSystems prepared the 2006 study which helped to reduce fees for the 2018 study. The study will perform tasks as shown below.

- Task 1 - Traffic Safety-** Will collect and analyze crash data and will make recommendations for improvements.
- Task 2 - Traffic Counts-** Will collect speed, volume, and truck traffic data at 72 locations throughout the City.
- Task 3 - Traffic Signals-** Will evaluate all signals for conformance with the MUTCD, specifically will look at pedestrian walk times, and will evaluate additional locations for flashing left turn yellow arrow.
- Task 4 - Crosswalks-** Will evaluate mid block crosswalks for conformance with the MUTCD.
- Task 5 - Report-**

Summary of all data collected and recommendations made.

FUNDING SOURCE

Funding in the amount of \$75,000 is part of the City's Operations Budget for Traffic Engineering Services.

RELATED TO VILLAGE VISION

TR1c. Ensure that infrastructure improvements meet the needs of all transportation users.

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

ATTACHMENTS

1. Design Agreement with TranSystems

PREPARED BY

Keith Bredehoeft, Public Works Director

November 1, 2017

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

2018 Citywide Traffic Safety Report

THIS AGREEMENT, made at the Prairie Village, Kansas, this _____ day of _____, 2017 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 TranSystems Corporation, a corporation with offices at 2400 Pershing Road, Suite 400, Kansas City, Missouri 64108, hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for Design Services of 2018 Citywide Traffic Safety Report, hereinafter called the “**Project**”,

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

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

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

1 CITY RESPONSIBILITIES

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

- 1.6 The City has funded approximately **\$75,000** for this project which generally includes the major street system within the corporate limits of Prairie Village.

2 CONSULTANT RESPONSIBILITIES

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

3 SCOPE OF CONSULTANT SERVICES

Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited to, these phases and tasks. The scope is generally divided into the five tasks listed below and in more details in Exhibit A.

Task 1 - Traffic Safety

Task 2 - Traffic Counts

Task 3 - Traffic Signals

Task 4 - Crosswalks

Task 5 - Report

4 TIME SCHEDULE

- 4.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of all tasks.
- 4.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.
- 4.3 Should such circumstances occur, the consultant shall, within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

- 4.4 Recognizing that time is of the essence, the Consultant proposes to complete the scope of services by August 31, 2018.

5 COMPENSATION

- 5.1 The City agrees to pay the Consultant as maximum compensation as defined in Exhibit B for the scope of services the following fees:
- 5.1.1 Total Fees - \$74,934.00
- 5.2 The compensation will be billed using a format detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and Direct Non-Salary Costs.
- 5.3 The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- 5.4 All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of sub-consultant services and detail list of Direct Non-Salary Costs.
- 5.5 The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

6 GENERAL PROVISIONS

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

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

6.4 Insurance:

- 6.4.1 The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
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- 6.7 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
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- 6.9 **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 6.10 **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- 6.11 **Successors and Assigns:**
- 6.11.1 The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- 6.11.2 Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be

unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

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

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

City:

City of Prairie Village, Kansas

Consultant:

TranSystems Corporation

By:

Laura Wassmer, Mayor

By

Michael R. Wahlstedt, Vice President

Address for giving notices:

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

Address for giving notices:

TranSystems Corporation
2400 Pershing Road, Suite 400
Kansas City, Missouri 64108

Telephone: 913-385-4600

Telephone: 816-329-8600

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM BY:

Catherine Logan, City Attorney

EXHIBIT A
SCOPE OF SERVICES
2018 CITYWIDE TRAFFIC SAFETY REPORT

Purpose

The purpose of the scope of services is to update the 2005 Traffic Safety Study through a review of existing traffic flow patterns, crash experience and vehicle operations on the **CITY** street network. In addition, the study results will aid the **CITY** in programming improvements under Federal aid programs and provide recommendation for short- and long-range traffic improvement projects.

The proposed study program will provide the necessary data for review of existing traffic operation as related to safety and vehicle operation. Traffic control devices, traffic operation, pedestrian, bicycle and vehicular crash experience, crosswalks, and other related aspects of the **CITY'S** traffic system will be reviewed. Deficiencies will be identified and analyzed, and improvements will be recommended.

Work Area

The general work area includes the major street system within the corporate limits of Prairie Village. Individual study tasks may involve sub-areas within the general work limits.

Scope of Services

The scope of services for the 2017 Citywide Traffic Safety Report are organized into five tasks as outlined below.

TASK 1 - SAFETY

- 1.1. Obtain crash location data from the **CITY** for the previous three years for the entire street system within the **CITY**.
- 1.2. Obtain crash location data from the neighboring jurisdictions for all street segments bordering Prairie Village.
- 1.3. Prepare a crash spot map to indicate the array and intensity of all crash locations for use as a guide in determining high crash locations. The crash spot map will be prepared in GIS format.
- 1.4. Obtain crash reports from the **CITY** for all intersections and block-long road segments with five or more traffic crashes within a twelve-month timeframe. Obtain crash reports for all reported bicycle and pedestrian crashes within the **CITY**.
- 1.5. Identify any apparent patterns or tendencies from the crash reports obtained in Task 1.4. Information from the reports including type of crash, date, time, daylight conditions, traffic control, and contributing circumstances will be evaluated.
- 1.6. Prepare collision diagrams for each intersection with five or more crashes within a twelve-month timeframe to illustrate crash patterns and statistics. Up to ten crash diagrams are anticipated to be prepared.
- 1.7. Calculate crash rates for each intersection with five or more crashes within a twelve-month timeframe.
- 1.8. Develop improvement recommendations or corrective actions to address any crash patterns, or tendencies.

TASK 2 – TRAFFIC COUNTS

- 2.1 Collect A.M. and P.M. peak hour turning movement counts at up to 42 intersections throughout the **CITY**. The locations include all signalized intersections and several other key intersections that were counted in the 2005 Traffic Safety Report. Counts will be collected from 7:00 to 9:00 A.M. and from 4:00 to 6:00 P.M. Identify the peak hour turning movement volumes from each count period.
- 2.2 Collect 24-hour counts for a three-day period, including a typical Tuesday, Wednesday, and Thursday. Counts will be collected at up to 72 locations throughout the **CITY**. The locations are the same as were counted in the 2005 Traffic Safety Report.
- 2.3 Tabulate the 85th percentile speeds, average daily traffic volume, and heavy truck percentage from the count data.
- 2.4 Prepare figures illustrating the 85th percentile speeds relative to posted speed limits, and the average daily traffic volumes. The figures will be prepared on a street map background in GIS format.
- 2.5 Assess the posted speed limits relative to the 85th percentile speeds collected. Comment on whether the current posted speed limits are consistent with safe movement of traffic through the **CITY**.

TASK 3 – TRAFFIC SIGNALS

- 3.1 Conduct a physical inventory of all traffic and pedestrian control signals to identify their location, condition, age, major components in the traffic control box, uniformity of installation, service provider, lane markings appropriate for the signal and signs. The inventory will be compared to the inventory and diagrams from the 2005 study. Where differences are observed, the diagrams will be edited to reflect current conditions.
- 3.2 Review traffic signal equipment for compliance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). Review will include signal head types, locations, pedestrian pushbutton locations, and pedestrian signal head types. Traffic signal equipment will also be compared to industry standard practices of similar cities in the metropolitan area.
- 3.3 Obtain traffic signal timings, phasing, and coordination plans from KCP&L, Operation Green Light, or from neighboring jurisdictions responsible for maintenance of each traffic signal.
- 3.4 Perform capacity analysis for each signalized intersection using the Synchro analysis program. Calculate the average delay and corresponding level of service for each signalized intersection.
- 3.5 Review traffic signal timings for appropriateness based on current traffic and MUTCD requirements. Pedestrian timings and clearance intervals are included in the reviews.
- 3.6 Develop improvement recommendations to address any deficiencies observed, or to improve operations at any intersection having a level of service D, E, or F. MUTCD compliance will also be considered when developing recommendations.

TASK 4 - CROSSWALKS

- 4.1 Conduct a physical inventory of all uncontrolled crosswalks to identify their location, type of pavement markings, signage, sight distance, crossing widths, curb ramps, and any other traffic control devices.
- 4.2 Review each crosswalk location for compliance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). Review will include sign sizes and types, locations, and pavement markings.
- 4.3 Develop improvement recommendations to address any deficiencies observed.

TASK 5 – REPORT AND MEETINGS

- 5.1. Prepare a report for each task to document the data collected, analysis, results, and recommendations. The recommendations will be documented by means of a narrative to describe

each improvement proposed. Location plans, sketch of improvements, and/or photographs will be prepared to illustrate improvements, when needed for clarity. All documentation and data collected will be compiled in a comprehensive, multicolor report, and the **CITY** will be supplied with ten printed and bound copies. One electronic copy will be provided to the **CITY** in pdf format.

- 5.2. Attend up to six (6) project meetings. Meetings could be to review work completed and progress reported. Meetings may also be scheduled with the local officials who have particular responsibilities pertaining to the street network and traffic safety.
- 5.3. Provide monthly project status and schedule updates describing the process for accomplishing the project including method of data collection, analysis techniques, information required from neighboring jurisdictions, and project milestones. Monthly updates will be via e-mail. In addition, the **CONSULTANT** will maintain a close working relationship with the **CITY** through monthly progress reports, technical memorandums, and verbal communications.

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, November 06, 2017
7:30 PM**

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

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

VI. **CONSENT AGENDA**

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

By Staff

- 1. Approve the regular City Council meeting minutes - 10/16/17
- 2. Approve purchase of two replacement pickup trucks with equipment from Shawnee Mission Ford for \$68,964 and the disposal of Assets #5036 and #5045 by auction
- 3. Approve the service agreement with Shawnee Mission School District for joint channel repair project at Corinth Elementary.
- 4. Approval of 50 Plus facility use agreement

VII. **COMMITTEE REPORTS**

Council Committee of the Whole

- COU2017-45 Consider approval of the design agreement with Affinis Corp for the design of the 2018 CARS Projects: Mission Road, 85th Street to 95th Street and Roe Avenue, 67th Street to 75th Street
- COU2017-46 Consider approval of the agreement with BHC Rhodes for the storm water professional services
- COU2017-47 Consider approval of the design agreement with TranSystems Corporation for the traffic engineering service for the 2018 City Wide Traffic Study

Finance Committee

Report on Corinth South redevelopment

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

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

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

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE**

October 16, 2017

The City Council of Prairie Village, Kansas, met in regular session on Monday, October 16, 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, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden and Terrence Gallagher.

Staff present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Public Works Director; Melissa Prenger, Senior Project Manager; Katie Logan, City Attorney; Wes Jordan, City Administrator; Lisa Santa Maria, Finance Director; Amy Hunt, Human Resources Manager and Joyce Hagen Mundy, City Clerk.

INTRODUCTION OF STUDENTS & SCOUTS

No scouts or students were in attendance.

PRESENTATIONS

2017-2018 Teen Council

Mayor Wassmer welcomed the following members of the 2017-2018 Teen Council: Jack Mikkelson (Shawnee Mission East), Carly Hendrickson (Shawnee Mission East) and Lauren Wittek (St. Teresa's Academy). Daniel Long (Shawnee Mission East)

was ill and unable to attend. For the benefit of those in attendance, Mayor Wassmer explained that teen council members attend City Council and Committee meetings, conduct a public service project, attend a community meeting, interact with Public Works and Police Department operations and participate in the Teen Council Summit Joint Meeting with Overland Park and Olathe Teen Council members.

Mayor Wassmer noted the following 2016-17 Teen Council members were returning in an advisory capacity to the new teen council: Zoe Renee Nason, Helen Sun, Luke Hafner, Scout Rice and Tyler Ruzich.

PUBLIC PARTICIPATION

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

CONSENT AGENDA

Jori Nelson moved for the approval of the Consent Agenda for Monday, October 16, 2017 as presented:

1. Approval of the regular City Council meeting minutes - October 2, 2017
2. Approval claims ordinance
3. Approval the purchase of a replacement F-550 truck from Shawnee Mission Ford, purchase and assembly truck equipment from Krantz of Kansas City and KC-COMM, Inc. and authorization to dispose of Asset #1355 by auction
4. Adoption of Ordinance 2369 adopting the 2017 Uniform Public Offense Code for Kansas Cities and Ordinance 2370 adopting the 2017 Standard Traffic Ordinance for Kansas Cities, with certain changes, additions and deletions
5. Ratification of the Mayor's appointment of Pamela Jorgensen and Ellie Green to the Prairie Village Tree Board with terms expiring in January, 2018

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

Mayor Wassmer called upon Don Baker with Water Resources, Inc. for the continuation of his presentation from the earlier Council Committee meeting on the flooding concerns in the area of 68th Street and Mission Road.

Mr. Baker reviewed the current FEMA Flood Zone Map designating the location of properties within the 100 year flood zone. He noted there is only a 2.5” difference between this area and that of a 50-year event. He explained that properties located within the identified “floodway” must build homes one foot above the flood zone. Mission Road lies within the flood zone.

Mr. Baker reviewed several historic projects and studies conducted on Brush Creek beginning with the Bank Stabilization Project in 1998-2000 to the 2007-2008 Tomahawk Road Bridge Replacement.

Keith Bredehoeft stated there are challenging situations created along Brush Creek and the next step is to have a study conducted to determine what can be done to address these. SMAC funding is available to cover 75% of the cost of a study. Staff recommends moving forward to conduct a study over the next six months and report back with possible options for action. He stressed that the roadway flooding is separate and different from the home flooding.

Jori Nelson moved the City Council approve an agreement with Water Resources, Inc. to conduct a preliminary study of potential solutions for Brush Creek flooding. The motion was seconded by Terrence Gallagher.

Sheila Myers asked what the cost would be for the study. Mr. Bredehoeft replied that with SMAC covering 75% of the cost he would estimate the city cost to be \$10,000.

Chad Herring stated that he was supportive of the motion and feels that the city needs to be proactive in addressing these concerns. He confirmed that staff supported

Mr. Baker to do the study. Mr. Bredehoeft replied that Don's extensive knowledge of this area and Prairie Village would make Water Resources the recommended choice by staff to conduct the study.

Brooke Morehead reconfirmed that the study would meet the criteria for SMAC grant funding. The motion was voted on and passed unanimously.

COMMITTEE REPORTS

Council Committee of the Whole

COU2017-41 Consider renewal of City's health, dental and vision insurance providers

Amy Hunt, Human Resources Manager, reported that renewal rates for employee health insurance 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%.

Employee insurance premiums are funded through 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 cost of \$1,227,424 is \$32,927 less than the 2018 budgeted amount of \$1,260,351.

Andrew Wang asked if there was any data confirming that the city's level of participation in premium payment was appropriate. Mrs. Hunt replied that the independent compensation and benefits study conducted earlier this year, verified that the funding level by the city was appropriate. Mr. Jordan added that earlier this year,

based on the compensation study, the level of city funding for family coverage was increased.

Dan Runion confirmed that there were no changes in the plan coverage or deductibles required.

Sheila Myers moved the City Council 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. The motion was seconded by Chad Herring and passed unanimously.

COU2017-42 Consider approval of a SMAC engineering design contract with Affinis Corp for the Reinhardt & 84th Terrace drainage project

Melissa Prenger stated that this area was surveyed and resident questionnaires were sent to residents to better understand the issues. Modeling of storm sewer system and resident questionnaires confirmed street flooding and the potential for homes to flood during significant rainfall events. The County has approved SMAC 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's estimated cost share for design and construction is \$385,000.

This design contract is a continuation of a Preliminary Engineering Study that was completed by Affinis in January of 2017. Plans are scheduled to be completed early next year with a construction start in the spring of 2018 with funding available in the Capital Improvement Program of \$19,590.

Dan Runion asked if the contract would evaluate different options. Mrs. Prenger replied that it will evaluate three solutions, one required by SMAC. Additional options will be looked at because of the large number of inlets involved with the project.

Cliff Speegle with Affinis reviewed a map of the location showing the multiple lines and inlets involved in the project, noting that some will be replaced, some repaired and some new lines added. Mrs. Prenger added that construction plans will be created for the recommended solution.

Brooke Morehead confirmed that this project does not have any impact on the channel project being done in conjunction with the School District at Corinth Elementary School.

Serena Schermoly moved the City Council approve the Engineering Design contract with Affinis Corp in the amount of \$156,710 for REIST0001 Reinhardt & 84th Terrace Drainage project (SMAC). The motion was seconded by Chad Herring and passed unanimously.

MAYOR'S REPORT

Mayor Wassmer stated she chaired the recent Johnson/Wyandotte County Mayors meeting and encouraged the council members to attend the upcoming holiday social sponsored by the Johnson/Wyandotte Mayors at Lake Quivira. Over the past two weeks she was involved in interviews for the position of Assistant City Administrator. A candidate was selected and accepted. Mayor Wassmer invited Jamie Shockley to the podium. Ms. Shockley stated it was an intensive interview process and that she was honored to have been selected to serve as Assistant City Administrator for Prairie Village. For the past three years, she has been the Assistant City Administrator for the

City of Tonganoxie and prior to that served as a Strategic Communications Analyst for the City of Olathe. She has a Masters degree in Public Administration from the University of Kansas along with six year of government experience. Ms. Shockley looks forward to joining the city the end of November.

Mayor Wassmer stated she also attended the Shawnee Mission Education Foundation Breakfast along with other Council members and staff. She was pleased to attend the 11th annual Prairie Village State of the Arts event last Friday and thanked everyone involved in this unique event.

STAFF REPORTS

Public Safety

- Chief Schwartzkopf reported that Saturday, October 28th the City will participate in the “Drug Take-back Program” with a drug drop-off site in front of the police department from 10 a.m. to 2 p.m.

Public Works

- Keith Bredehoeft reported the work on Mission Road south of 75th Street is nearing completion.
- Staff is meeting to prepare for the purchase of the property at 67th and Roe the end of the month.
- The landscape plants along Mission Road 71st to 75th Street will be planted soon.

Administration

- Lisa Santa Maria distributed and reviewed the city’s Third Quarter Financial Statement. The city is doing well in most categories. The report will be posted on the city’s website.

Dan Runion questioned the unrestricted reserve funds. Mrs. Santa Maria replied the city’s goal is to have these at 25%. They are currently at 35-40% and she predicts they will be at 30% at the end of the year.

- Wes Jordan asked for direction from the Council on how staff is to proceed regarding electric charging stations.

Mayor Wassmer stated she felt it made more sense to seek out First Washington and VanTrust to place charging stations on their properties than to have them at the municipal complex. She supports having them in Prairie Village, but does believe that the municipal complex is the best location.

Cindy Marine noted that the charging stations at Corporate Woods were privately funded, but agrees that commercial locations are preferred.

Courtney McFadden asked about possible spots in the school parking lot. Mr. Jordan noted that although partially funded by the city, that lot is entirely the property of the school district.

Serena Schermoly felt that Harmon Park could be a possible location and asked if staff could come back with a recommended location. Mayor Wassmer felt the majority of use would be by people shopping or using the parks. The electric charging stations could facilitate more use of the parks and shopping centers. The biggest challenge to a location on the municipal campus is the loss of needed parking spaces.

Andrew Wang states he would only support charging stations on private property. Cars will spend most of their time at work or commercial sites. He cannot see someone spending two hours at City Hall to charge their car. He doesn't see any small communities having any "range anxiety" to get from place to place. Charging stations need to be located on major highways. Jori Nelson stated that with the movie theatre and number of restaurants at the Village Shopping Center she felt it would be a good location.

Courtney McFadden suggested that the Environment/Recycle Committee come back to the Council with recommended locations. Terrence Gallagher noted the library would be a potential site. Sheila Myers reported that Google states that some vehicles

can be charged in 30 minutes. Chad Herring agreed with Mrs. McFadden to get a recommendation from the Environment/Recycle Committee. He does feel that charging stations could serve as a magnet to bring people into shopping centers and feels that the shopping center owners should be approached. This is an economic development opportunity.

- Wes Jordan reported that dialog continues with Johnson County Park and Recreation regarding possible partnerships for recreational programming. The next step would be the formation of a partnership agreement.
- Staff has met regarding the public information session for Village Square and is proposing two sessions (November 14 and 16) to be held at City Hall. BBN representatives will be present. The sessions will be publicized in the Village Voice, with yard signs and via social media.
- The closing on the purchase of the church property at 67th & Roe is on schedule for the end of the month. The church is making good progress removing items.

OLD BUSINESS

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

NEW BUSINESS

COU2017-43 Consider approval of an agreement with The Clark Enersen Partners for the Public Works building assessment

Melissa Prenger stated that Public Works recently requested proposals from firms to provide professional services to conduct an assessment of buildings at their location to allow them to proactively plan for the maintenance, repair, and long term replacement of the facilities . Two firms submitted proposals. Based on their original proposals, the selection committee chose The Clark Enersen Partners who visited the site and proposed a very good process for evaluating the different buildings/facilities at Public Works..

Mrs. Prenger stated 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.

Chad Herring moved the City Council approve the professional services agreement with The Clark Enersen Partners for the Public Works Building assessment project in the amount of \$22,500. The motion was seconded by Serena Schermoly.

Dan Runion asked for clarification on the project. Melissa Prenger replied that the study will look at the facilities and recommend whether they can be repaired or if they need to be replaced. It is a tool for use in planning future capital improvements. Mr. Runion asked if costs would be factored in. Keith Bredehoeft replied the project identifies the needs and staff will then plan how and when to address them. Mr. Runion confirmed that approval of the agreement did not commit the city to take action. Mrs. Prenger replied the plan evaluates the buildings and provides recommendation on how the city can best invest in its buildings/facilities.

Brooke Morehead expressed concern that only two proposals were received. Mrs. Prenger noted that there are not a lot of firms that provide these services. Staff contacted the cities of Merriam, Lenexa and Overland Park who have used these services for recommendations on who to send requests for proposals to. Only four firms were identified.

Terrence Gallagher asked what the firm would be looking at. Mrs. Prenger replied they will look at the structural condition of the buildings, access and operational functionality.

The motion was voted on and passed unanimously.

COU2017-43 Consider approval of an agreement with Guarantee Roofing, Inc. for the City Hall Roof Repair

On October 6, 2017, the City Clerk opened bids for Project BG51 0001, City Hall Roof Repair with two bids received. The low bid was that of Guarantee Roofing in the amount of \$79,612 and the other bid was from Delta Innovative Services in the amount of \$112,000.

Staff reviewed the bids, confirmed references, and recommends awarding the project to the low bidder Guarantee Roofing, Inc. This project involves repairing decking and placing a new white TPO (Thermo Plastic Overlay) material in the flat areas of the roof of City Hall. The repairs will address leaks that have penetrated the existing roof material. Mayor Wassmer confirmed that the white material will not be visible from the street. Chad Herring asked what the life expectancy was for the product. Melissa Prenger replied it has a 15 to 20 year life expectancy.

Terrence Gallagher added that this product reflects the sun and should also provide cooling cost savings. Mrs. Prenger stated that 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.

Serena Schermoly moved the City Council authorize the Mayor to sign the construction contract with Guarantee Roofing, Inc. for Project BG51 0001: City Hall Roof Repair in the amount of \$79,612. The motion was seconded by Terrence Gallagher and passed unanimously.

Ward Meeting

Jori Nelson announced that Ward 1 would be holding a Ward meeting on

Wednesday, October 18th at City Hall.

EXECUTIVE SESSION

Sheila Myers moved pursuant to the nonelected personnel matter exception to the Kansas Open Meetings Act, KSA 75-4319 (b) (1), that the Governing Body, recess into Executive Session for twenty (20) minutes for the purpose of discussing candidates for employment. Present will be the Mayor, City Council, City Administrator and City Attorney. The open meeting will resume in the City Council Chambers at 8:55 p.m. The motion was seconded by Andrew Wang and passed unanimously.

Mayor Wassmer stated “It is 8:55 p.m. and the City Council meeting is reconvened in open session from executive session where no binding action was taken.

ANNOUNCEMENTS

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.

=====
The Prairie Village Arts Council is pleased to present the 11th 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 30th from 6 p.m. to 7 p.m. at Corinth Square Shopping Center.

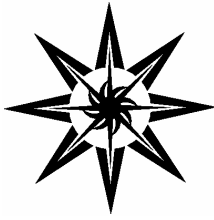
Save the Date for the Prairie Village Foundation’s annual Gingerbread House event on Sunday, December 3rd.

Save the Date for the Annual Volunteer Appreciation Event on Friday, December 8th at 6:30 p.m. at Milburn Country Club.

ADJOURNMENT

Brooke Morehead moved that the City Council meeting be adjourned. The motion was seconded by Steve Noll and passed unanimously. With no further business to come before the City Council the meeting was adjourned at 8:55 p.m.

Joyce Hagen Mundy
City Clerk



PUBLIC WORKS DEPARTMENT

Council Meeting Date: November 6, 2017
Consent Agenda

CONSIDER PURCHASE OF TWO REPLACEMENT PICKUP TRUCKS WITH EQUIPMENT AND DISPOSAL OF ASSET #5036, and #5045 BY AUCTION

RECOMMENDATION

Staff recommends the City Council approve the purchase of two replacement pickup trucks with equipment from Shawnee Mission Ford for \$68,964 and the disposal of Assets #5036 and #5045 by auction.

BACKGROUND

The 2017 Public Works Operating Budget provides for the replacement of Asset #5036 and #5045, both 2007 F-250 Ford Pickup Trucks.

Staff proposes to purchase the replacement pickup truck using the Joint Vehicle Bid through the Johnson County Purchasing Division. Equipment will be installed by KA-COMM and includes installation of the radio and the safety lighting equipment.

Truck Purchase(Johnson County BID)-	\$30,803.00
KA-COMM, Inc.(Equipment)-	\$3,678.43
Total (1 Truck)-	\$34,482
Total (2 Trucks)-	<u>\$68,964</u>

FUNDING SOURCE

The 2017 Equipment Reserve Fund includes \$70,000 for the purchase of these trucks.

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.

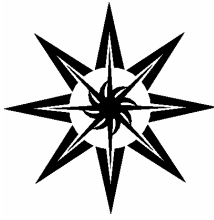
ATTACHMENTS

None

PREPARED BY

Keith Bredehoeft, Public Works Director

November1, 2017



PUBLIC WORKS DEPARTMENT

Council Meeting Date: November 6, 2017

CONSIDER THE SERVICE AGREEMENT FOR STORMWATER IMPROVEMENTS WITH THE SHAWNEE MISSION SCHOOL DISTRICT.

RECOMMENDATION

Move to approve the service agreement with Shawnee Mission School District for joint channel repair project at Corinth Elementary.

BACKGROUND

At the June 19th Committee meeting, the governing body approved moving forward with a joint project with the Shawnee Mission School District (SMSD) at the drainage channel at Corinth Elementary to repair erosion and install a retaining wall along the embankment. The School District and City have agreed on the easement limits and the project cost share of 50%.

The SMSD Board approved the agreement at the October 23rd meeting.

The channel project was included in DRAIN17x contract and awarded to WCI, Inc. on September 5, 2017. Construction will begin on the Corinth Elementary Channel after this agreement is executed by both entities.

ATTACHMENTS

1. Service Agreement with SMSD

PREPARED BY

Melissa Prenger, Sr Project Manager

November 1, 2017

SERVICE AGREEMENT FOR STORM WATER IMPROVEMENTS

THIS SERVICE AGREEMENT FOR STORM WATER IMPROVEMENTS ("Agreement") is made and entered into effective as of the last date of signature indicated below (the "Effective Date") by and between the City of Prairie Village, Kansas (the "City"), and Unified School District No. 512, Johnson County, State of Kansas ("School District").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public storm water and drainage improvements along the southern boundary of that certain real property owned by School District located at 8301 Mission Road, and commonly known as Corinth Elementary School (the "Property"), which improvements shall consist generally of repairing and replacing drainage facilities located thereon and resolving erosion problems (collectively, the "Project");

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

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

WHEREAS, the School District Board of Education did approve the Project and authorize its Board President or other authorized official to execute this Agreement by official vote on the _____ day of _____, 2017; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the _____ day of _____, 2017.

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

1. Purpose of Agreement. The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate and safe storm water drainage system serving the City and School District, by performing the following work (collectively, the "Improvements");

Bank Stabilization Project of Corinth Channel as bid in DRAIN17x

2. Estimated Cost and Funding of Project.

a. The estimated cost of the Project and the Improvements covered by this Agreement ("Project Costs") is \$138,348.75. A copy of Bid Package submitted by Affinis is attached hereto and incorporated herein as "Attachment B." Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and such other expenses which are necessary in making the Improvements, exclusive of the cost of acquiring real property and any improvements thereon for the location of the Improvements.

b. City shall be responsible for constructing the Improvements, and subject to the School District's obligation to pay and reimburse City as set forth herein, City shall assume and pay all construction costs for the construction of the Improvements. The Project Costs shall be allocated between the parties as follows:

i. The School District shall provide financial assistance/reimbursement for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs.

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

3. Financing.

a. The School District shall provide financial assistance, as provided in Paragraph 2.b. above, towards the cost of the Project with funds budgeted authorized and appropriated by the School District.

b. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.

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

a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.

b. Submit a copy of the plans and specifications for the Project to the School District for review and approval, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the School District's financial obligation under the terms of this Agreement. School District shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.

c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.

d. Cause the making of all contracts and appropriate change orders, duly authorized and approved by School District, for the construction of the Project.

e. On at least a monthly basis, submit to the School District a statement of actual costs and expenses in the form of a payment request with attached copies of all invoices and supporting materials. School District shall pay to the City of the School District's fifty-percent portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require as a condition to state or federal participation in the Project, that the School District make payment prior to construction or at times other than set forth in this subsection, the School District may authorize such payment.

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

5. Easement Rights.

a. School District hereby grants permission to City, its agents, employees, and contractors, and their respective subcontractors, a license to enter in, over, upon, across, and under the Property for the purposes of constructing the Project and the Improvements, and for the purpose of access, ingress, and egress for such construction.

b. Within thirty (30) days after the later of completion of the Improvements and full payment by School District of School District's portion of the Project Costs, School District shall grant or dedicate to the City a storm water easement over, upon, across, and under that portion of the Property shown on and legally described on Attachment B hereto, in such form as the parties agree.

6. Duration and Termination of Agreement. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. All representations, warranties, covenants and agreements contained herein shall survive the termination of this Agreement.

7. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the City and School District.

8. Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto regarding the subject matter of this Agreement. Any subsequent change or modification the terms of this Agreement shall be in the form of duly executed supplement to this Agreement.

9. Amendments. This Agreement may be modified, amended, altered or changed only upon the prior written approval of both parties to the Agreement.

10. Severability. If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of the Agreement. The remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11. Acknowledgement and Signatures. The parties hereto acknowledge that they have each read and agreed to the terms and conditions of this Agreement, and they each understand it will become legally binding upon each of them by their signing below.

12. Headings. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.

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

CITY OF PRAIRIE VILLAGE, KANSAS

**UNIFIED SCHOOL DISTRICT NO. 229,
JOHNSON COUNTY, STATE OF KANSAS**

Laura Wassmer, Mayor

Craig Denny, Ph.D, P.E.
President, Board of Education

ATTEST:

ATTEST:

Joyce Hagen Mundy, City Clerk

By: Terry Wintering

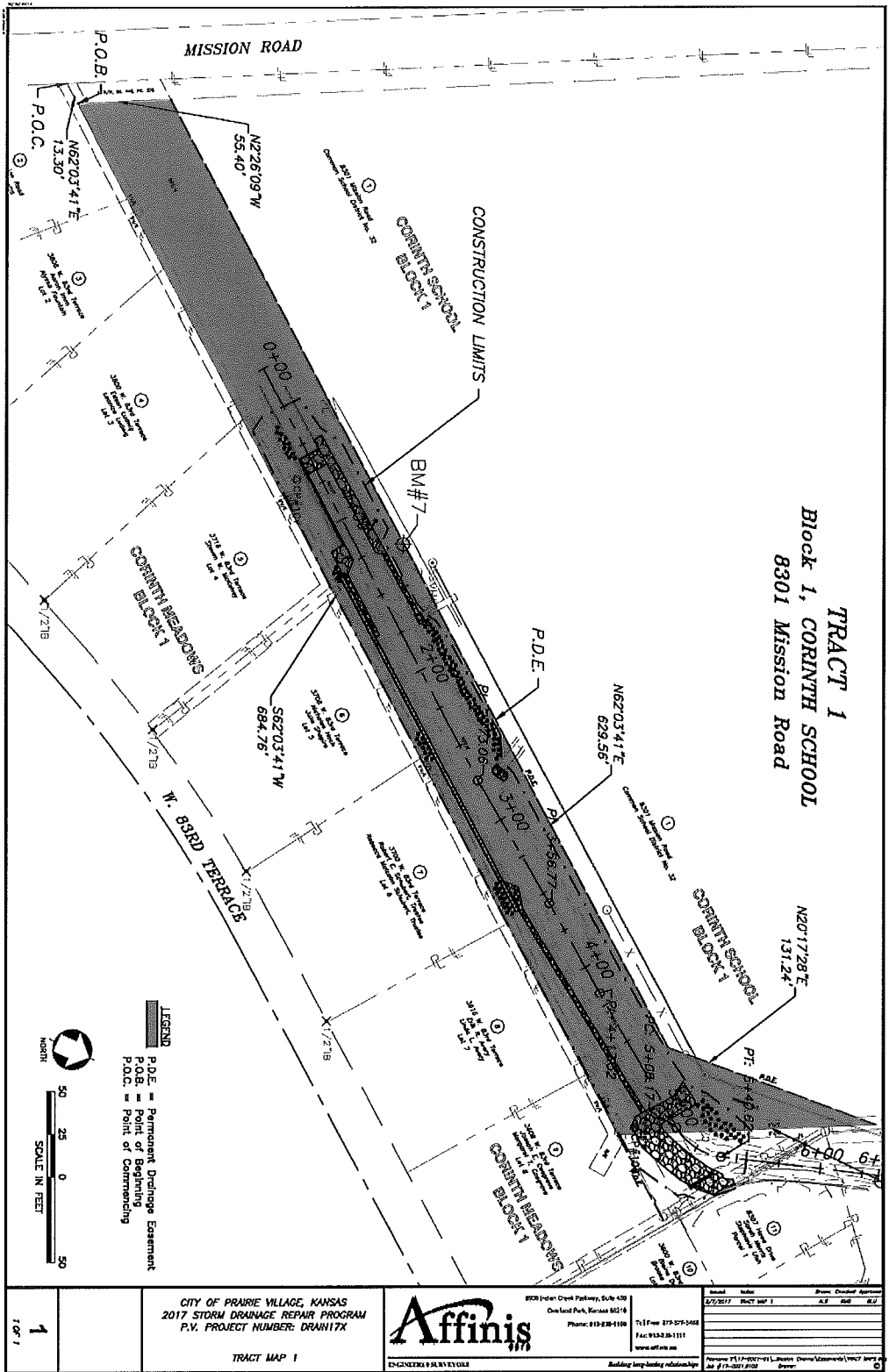
APPROVED AS TO LEGAL FORM:

Printed Name: Terry Wintering

Catherine P. Logan, City Attorney

Title: Board Clerk

ATTACHMENT A



Attachment "A"

Permanent Drainage Easement Description

All that part of Block 1, CORINTH SCHOOL, a subdivision in the City of Prairie Village, Johnson County, Kansas, being described as follows:

Commencing at the Southwest corner of said Block 1; thence North 62°03'41" East, along the Southerly line of said Block 1, a distance of 13.30 feet to the intersection with the East right-of-way line of Mission Road, as now established, described in a Kansas Quit-Claim Deed recorded with the Johnson County, Kansas Register of Deeds on August 12, 1959 in Book 449 at Page 378, said point being the Point of Beginning; thence North 02°26'09" West, along said East right-of-way line of Mission Road, a distance of 55.40 feet to a point on the Northerly line of the Southerly 50.00 feet of said Block 1; thence North 62°03'41" East, along the Northerly line of the Southerly 50.00 feet of said Block 1, a distance of 629.56 feet; thence North 20°17'28" East, departing the Northerly line of the Southerly 50.00 feet of said Block 1, a distance of 131.24 feet to a point on the East line thereof; thence South 02°06'09" East, along the East line of said Block 1, a distance of 152.69 feet to the Southeast corner thereof; thence South 62°03'41" West, along the Southerly line of said Block 1, a distance of 684.76 feet to the Point of Beginning.

Containing 36,675 square feet, more or less.

The bearings used in this description are based on the Kansas State Plane Coordinate System, North Zone, NAD 83



This description prepared by:
Kellan M. Gregory, KS LS #1577
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210



CITY CLERK DEPARTMENT

Council Meeting Date: November 6, 2017
CONSENT AGENDA

Consider Approval of 50 Plus Facility Use Agreement

RECOMMENDATION

Recommend the Governing Body approve the Interlocal Agreement between the City of Prairie Village and Johnson County Park & Recreation District for the use of City facilities for 50+ programming in 2017.

BACKGROUND

For the past several years Johnson County Park & Recreation District and the City of Prairie Village have entered into an interlocal agreement making it possible for the District to provide 50+ programming in city facilities. The terms of the agreement, which renews annually, have not changed and have been reviewed by the City Attorney.

RELATION TO VILLAGE VISION

LG2A Build on intermunicipal cooperative activities, agreements and planning initiatives

ATTACHMENTS

1. Interlocal Agreement.

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: November 2, 2017

2018 CITY OF PRAIRIE VILLAGE 50 PLUS FACILITY USE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of November, 2017 by and between the City of Prairie Village, Kansas, hereinafter referred to as the "City", and the Johnson County Park and Recreation District, hereinafter referred to as the "JCPRD", each party having been organized and now existing under the laws of the State of Kansas.

WHEREAS, K.S.A. 19-2862 authorizes JCPRD to enter into contracts; and the City is authorized to enter into contracts by virtue of Article 12, Section 5, of the Kansas Constitution and K.S.A. 12-101; and

WHEREAS, JCPRD has established and conducts a program to provide for the recreational, cultural, educational, and social needs of senior citizens; and

WHEREAS, the City has facilities available for such programs; and

WHEREAS, a coordinated approach to the provision of recreational and cultural services to the population is most effective and efficient; and

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this agreement by official vote of said body on the ____ day of _____, 2017; and

WHEREAS, the Governing Body of JCPRD did authorize its chairperson to execute this agreement by official vote of said body on the ____ day of _____, 2017.

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

1. The JCPRD shall have access to and the use of city facilities for the term, times and use as hereinafter mutually agreed upon.
2. Duration of Agreement and Termination - This agreement shall be in effect from **January 1, 2018** through the period ending **January 1, 2019**, provided that this agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this agreement; further provided that if the City or JCPRD shall fail or refuse to comply with any of the obligations or provisions herein agreed, the affected party shall have the right to notify the other party in writing of such default; and if the party so notified shall remain in default for 30 days thereafter, the affected party may elect to cancel this agreement immediately thereafter.
3. No Legal Entity Created - There will be no separate legal entity created under this agreement.
4. Purpose of the Agreement - The purpose of this agreement is to facilitate cooperation in the establishment and operation of recreational and cultural programs and to define responsibilities for the operation, finances, publicity, facility maintenance, and other matters pertaining to the programs.
5. Financing - Except as may be otherwise provided herein, JCPRD shall provide all funding and personnel necessary to manage the 50 Plus programming.

6. Acquisition Holding, and Disposal of Property - The city facilities shall remain the property of the City. JCPRD may not install any fixtures or make any physical changes to the premises and facilities of the City. Any equipment used in the city facilities will either be owned by the City or JCPRD as listed in Appendix A. No equipment is to be jointly owned. In the event that this agreement is terminated, all property shall be returned to the owner agency. The maintenance, repair, replacement, and general upkeep of equipment shall be the responsibility of the owner except as otherwise provided in this agreement. The JCPRD will be responsible for the set up of the facility.
7. Administration of Agreement - The 50 Plus program at the Prairie Village City facilities shall be administered by JCPRD.

8. Responsibilities

JCPRD

- a. Shall provide all support supplies needed to maintain the programs to include office supplies, printing, etc., the cost to be the responsibility of JCPRD.
- b. Shall provide all necessary personnel to establish and maintain quality programs.
- c. Shall permit only persons qualified to conduct programs, to instruct, lead or supervise the classes. It is the responsibility of JCPRD to ensure that the instructors are qualified.
- d. Shall provide an annual report to the City Administrator which will include the number of programs, the number of people served, residency of persons served, an inventory of equipment, the class fee structure.
- e. Shall be responsible for moving tables and chairs to accommodate the programs conducted by JCPRD. JCPRD shall also be responsible for replacing the tables and chairs in the positions required, if such placement does not occur a \$25 maintenance fee will be charged.

The City:

- a. Shall provide access to the Community Center and Municipal Building facilities during days and times agreed upon by the City and JCPRD for programs. The City may choose to provide access at other dates and times provided that such approval is in writing and agreeable to both parties.
 - b. Shall furnish tables and chairs.
 - c. May provide access to kitchen facilities as required for special events, said access to be during non-lunch hours.
9. Indemnification - In case any action in court is brought against the City or City's representative, or any officer or agent, for the failure, omission, or neglect of JCPRD or its officers, agents or employees to perform any of the covenants, acts, matters, or things by this Agreement undertaken, or for injury or damage caused, in whole or in part, by the alleged negligence or other actionable

fault of JCPRD, its officers, agents and employees, the JCPRD shall defend, indemnify and save harmless the City and City's representative and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees, or portions thereof, arising out of such action and which arise from and are proximately caused by the negligent or other actionable fault of JCPRD, its officers, agents or employees, provided, however, nothing in this Agreement shall constitute a waiver by JCPRD of any defense JCPRD may have against a third party under the Kansas Tort Claims Act, K.S.A. 75-6101, et seq. and amendments thereto.

- 10. Disclaimer of Liability - The City shall not be liable or obligated to JCPRD or any participants in the program for any injuries or damages sustained while participating in any of the programs or for any damage incurred to JCPRD or participants in its programs upon the premises by fire, theft, casualty, acts of God, civil disaster, and other occurrences and events beyond the control of the City.
- 11. Insurance - JCPRD shall secure and maintain, or have maintained throughout the duration of this contract, insurance of such types and in such amounts as may be necessary to protect JCPRD and the City against all hazards or risks generated by JCPRD and the City against all hazards or risks generated by JCPRD or any of its agents. JCPRD shall offer to the City other evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This certificate of insurance shall list the City of Prairie Village as an additional insured.

The Certificate shall list the following insurances:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal/Advertisement Injury	\$ 500,000
Fire Damage	\$ 300,000
Each Occurrence	\$ 500,000

Workers Compensation and Employers Liability as determined by Kansas Statutes.

- 12. Miscellaneous Provisions By the terms of this agreement, the 50 Plus program is a program of JCPRD; provided, however, since the City is providing the facilities for the programs, every effort shall be made by both agencies to inform the participants and the public that the programs are made possible through the joint efforts of JCPRD and the City.
- 13. Verbal Statements Not Binding - It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representative of the City and JCPRD, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever the written agreement.
- 14. Inspection of Premises by City - The City shall have the right to inspect the premises and facilities occupied by JCPRD at all reasonable times.
- 15. Provisions Separable - It is the intent of the parties hereto in the preparation and execution of the agreement to avoid a conflict with the applicable laws or regulations of the State of Kansas; and if any provision herein is found to be in conflict with the regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

- 16. Nonassignability of Agreement - This agreement shall not be assigned, transferred, or sold, nor the premises and facilities corporation, in whole or part, except with the express written consent of the City.
- 17. Placing Agreement in Force - The City shall cause two copies of this agreement to be executed and each party hereto shall receive a duly executed copy of this agreement for its official records.

IN WITNESS WHEREOF, *two* copies of the above and foregoing agreement have been executed by each of the parties on the day and year first above written.

DATE: _____

CITY OF PRAIRIE VILLAGE, KANSAS

Laura Wassmer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney

DATE: _____

BOARD OF PARK AND RECREATION COMMISSIONERS
JOHNSON COUNTY PARK AND RECREATION DISTRICT

Paul Snider, Chair

ATTEST:

Steve Baru, Secretary

APPROVED AS TO FORM:

Ernest C. Ballweg, JCPRD Legal Counsel

APPENDIX

This appendix lists the equipment referenced on page 2 paragraph 6 of the Facility Use Agreement between the City of Prairie Village and Johnson County, Kansas for the use of the Prairie Village Community Center:

The following equipment is solely the property of the City of Prairie Village

Description

Twelve – 24" x 72" Tables

Six – 24" x 48" Tables

Chairs – 45



PUBLIC WORKS DEPARTMENT

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

CONSIDER DESIGN AGREEMENT WITH AFFINIS CORP FOR THE DESIGN OF THE 2018 CARS PROJECTS, MISSION ROAD FROM 84TH STREET TO 95TH STREET AND ROE AVENUE FROM 67TH STREET TO 75TH STREET.

RECOMMENDATION

Move to approve the design agreement with Affinis Corp for the design of the 2018 CARS Projects: Mission Road, 85th Street to 95th Street and Roe Avenue, 67th Street to 75th Street for \$106,865.00.

BACKGROUND

Public Works recently requested proposals from firms to provide engineering services for Prairie Village for the next three years. We had 9 firms submit proposals and we interviewed Trekk Design Group, Phelps Engineering, BHC Rhodes and Affinis Corporation. Based on their original proposals and the interviews the selection committee chose Affinis Corporation to be the City's construction administration consultant for 2018-2020. Affinis Corporation has been working for the City for the last several years and has performed very well. The selection committee consisted of Serena Schermoly, Steve Noll, Alley Williams, and Melissa Prenger.

This agreement is for the design of the 2018 CARS Projects. Mission Road Rehabilitation Project from 85th Street to 95th Street is a joint project with the City of Leawood. This project will complete the rehabilitation of Mission Road in the City Limits. Roe Avenue Rehabilitation Project from 67th Street to 75th Street Project ties in to the north limit of the 2015 CARS project and addresses one mile of Roe Avenue. The north ½ mile will require closure and new asphalt base throughout. The south ½ mile of the project is a traditional mill and overlay project with curb replacement and sidewalk repair.

FUNDING SOURCE

Funding for the design of this project is as follows:

2018 CARS CIP Projects	\$150,000.00
------------------------	--------------

RELATED TO VILLAGE VISION

- TR1c. Ensure that infrastructure improvements meet the needs of all transportation users.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*

ATTACHMENTS

1. Design Agreement with Affinis Corp

PREPARED BY

Melissa Prenger, Sr Project Manager

November 1, 2017

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECT - 2018 CARS PROJECT

**MIRD0006 - MISSION ROAD - 84th STREET TO 95th STREET
ROAV0004 - ROE AVENUE - 67th STREET TO 75th STREET**

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 2018 CARS 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 throughout the city as part of CARS Programs.
- 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.
- G. The City has funded the 2018 CARS Project with this street:
 - 1. Mission Road (84th Street to 95th Street)
 - 2. Roe Avenue (67th Street to 75th Street)

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

- A. **Design Phase:** Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited, to these phases and tasks. The scope is generally defined below.
 - 1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations.
 - 2. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.
 - 3. Conduct field reconnaissance with City to evaluate and identify:
 - a. Design issues.
 - b. Identify existing drainage components in project area (location, size, material, capacity, storm design adequacy and condition).
 - c. Need for drainage improvements.
 - d. Need for full depth pavement repairs.
 - e. Need for sidewalk replacement. (Roe Ave. Only)
 - f. Location for new sidewalk.
 - g. Need for curb and gutter replacement.

- h. Need for and limits of driveway replacement.
 - i. Need for which type of ADA ramps.
 - j. Utility locations and conflicts.
 - k. Tree conflicts.
4. Determine and design storm sewer system modifications resulting from roadway configuration changes.
 5. Perform traffic counts and determine feasibility of a three lane roadway section to include and center turn lane.
 6. Integrate and design the City of Leawood's sidewalk changes on the east side of Mission Road at 92nd Street into plans. Survey of this area was previously completed.
 7. Perform topographic survey of project locations where curb Inlets will be adjusted or features may change. Survey scope assumes ten inlet locations and five hundred feet of roadway survey.
 8. Prepare easement documents for sidewalk easements along Mission Road for Leawood sidewalk improvements (8 easements assumed).
 9. Gather aerial and topographic data from Johnson County AIMS mapping for project locations that are not topographically surveyed.
 10. The Consulting Engineer shall contract with a City approved geotechnical firm for pavement investigation on Roe Avenue between 67th Street and 71st Street. The costs associated with the work shall be paid by the Consulting Engineer to the geotechnical firm and shall be included in the Basic Services of the Professional Services Agreement.
 - i. Mobilize a geophysicist with a GSSI2 SIR 4000 GPR system equipped with a dual-frequency 300/800 MHz monostatic antenna (or equivalent) to the site.
 - ii. Collect GPR data along two lines per travel and turn lane in the survey area. The GPR data will be collected by towing an antenna from a vehicle moving approximately 5 mph. Positioning information will be provided by a sub-meter differential GPS. Traffic control will consist of a second trailing vehicle with a flashing arrowboard.
 - iii. Process and interpret the GPR data using GSSI's RADAN software.
 - iv. Return to the site and core 3-4 holes into the pavement at locations determined from the GPR data to assist in calibrating the GPR data and determine the pavement composition. Holes will be filled in with asphalt patch. Traffic control for the coring will include a flashing arrowboard and orange cones.
 - v. Prepare a report that includes a description of the GPR method, GPR data acquisition procedures, core results, photographs of the cores, a site plan showing the location of the GPR lines, core hole locations, and pavement thickness within the survey limits, and recommendations for either an overlay or full-depth pavement replacement.
 11. Prepare preliminary construction plans (60%).
 - a. Project title sheet.
 - b. General site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.
 - c. Plan sheets for street improvements showing all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.

- d. Typical sections.
 - e. Cross sections for streets with a detailed topographic survey. Intersection details showing the elevation and drainage pattern information.
 - f. Construction phasing showing temporary traffic control measures per MUTCD for various phases of construction.
 - g. Pavement marking and signing measures per MUTCD.
 - h. City details drawings and other special details pertinent to the project.
12. Submit one set (one full size and one half size) of preliminary (60% completion) construction plans for City review.
 13. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
 14. Perform field check with City.
 15. Schedule, prepare for and attend two (2) public meetings and one (1) council meeting for the 2018 CARS project. The City will be responsible for sending notifications to the residents and property owners.
 16. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
 17. Attend and prepare minutes for up to four (4) project meetings and disperse the minutes to City representative and all other attendees within five working days.
 18. Prepare final documents based of review and comments from City and other review agencies of the preliminary plans.
 19. Submit one half size set of final (95%) plans and specifications for City review.
 20. Submit one half-size set of final (95%) plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
 21. Prepare a final opinion of probable construction cost.
 22. Prepare bid documents for using the City's standard documents.
 23. Provide one hard copy and electronic copy of any report or plans. Provide files of the plans in PDF Format.

B. Bidding Services Phase

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

1. Provide the City a notice of bid for publication.
2. Post advertisement for bid on electronic plan room (Drexel Technologies) and provide bid documents for reproduction.
3. Via electronic plan room provide all bid documents for potential bidders to purchase.
4. Provide all utilities with bid set of plans and request attendance at pre-bid meeting.
5. Conduct a pre-bid meeting. Prepare minutes of pre-bid meeting and disperse to City representative and all other attendees within five working days.
6. Prepare and distribute addenda prior to bid opening. Assist bidders with questions during bidding.

7. Provide to the City an Engineer's Estimate and bid tab sheet prior to the bid opening.
8. Attend bid opening.
9. Check accuracy of bids, evaluate the bidders and make a recommendation of award to the City.
10. Prepare five sets construction documents including bonds for execution by the contractor and the City.
11. Provide one hard copy and electronic copy of any report or drawings. Provide files of the plans or drawings in PDF Format.

C. Construction Services Phase

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

1. Prepare for attend preconstruction meeting with City and Contractor. Prepare and distribute meeting notes.
2. Provide periodic consultation by telephone or email to assist with construction issues.
 - a. Consultation will be initiated by Client and/or Construction Representative.
 - b. Consultant shall provide documentation on invoice that provides a brief description of the issue and/or activity.
 - c. 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.
3. Review shop drawings and submittals.
4. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
5. Prepare final record drawings which reflect:
 - a. Minor design changes.
 - b. Changes made in the field by City representatives and are marked on the construction plan set.
6. Submit to the City electronic CAD files and TIFF images of the revised sheets.
7. Attend construction progress meetings as directed/requested by the Client. Four (4) meetings are budgeted.

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 Phase	Due by January 31, 2018
Bid Advertisement Date	February 13, 2018
Letting Date	March 9, 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 fee is **\$106,865.00.**
- B. Invoices** The compensation will be invoiced by phase, detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and the Direct Non-Salary Costs.
- C. Direct Non-Salary Costs** The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- D. Monthly Invoices** All invoices must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred and description of work accomplished.
- E. Fee Change** The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Change Order will be for major changes in scope, time or complexity of Project.

Article VI General Provisions

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

risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
 2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
 4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
 5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

- J. Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- K. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees 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 Speegle, PE

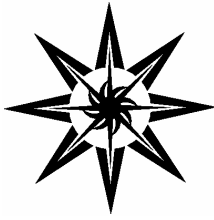
Address for giving notices:

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



PUBLIC WORKS DEPARTMENT

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

CONSIDER AGREEMENT WITH BHC RHODES FOR STORMWATER PROFESSIONAL SERVICES

RECOMMENDATION

Move to approve the agreement with BHC Rhodes for the Stormwater Professional services for \$108,000.

BACKGROUND

Public Works recently requested proposals from firms to provide engineering services for Prairie Village for the next three years for Stormwater Study Review for both Commercial Development projects and the drainage studies associated with Home Rebuilds. We had 9 firms submit proposals and we interviewed Trekk Design Group, Phelps Engineering, and BHC Rhodes. Based on their original proposals and the interviews the selection committee chose BHC Rhodes to be the City's Stormwater Consultant for 2018-2020. The selection committee consisted of Serena Schermoly, Steve Noll, Alley Williams, and Melissa Prenger.

The agreement amount of \$108,000 is an estimated amount based on the hours required for staff, in the past year, to complete the drainage permits associated with the home rebuilds in Prairie Village. The City currently has 56 active permits (issued between 2016 and 2017) requiring stormwater studies, biweekly inspections required under the state permit for erosion, and final inspections confirming compliance with the study/grading plan. Staffing for this effort has been the Senior Project Manager for the review and approval of the stormwater studies, including comments and addressing required corrections to the studies, assistance in biweekly inspections and rain event inspection and final grade inspections. The Right of Way and Drainage Inspector has staffed the initial inspection of the property documenting the existing condition prior to construction, biweekly inspection as required by the state permit, rain event inspections as required by the state permit and final grade inspection for compliance with the drainage study and grading plan.

The amount of permits has increased and the volume of workload generated by these permits is now beyond current staffing abilities. In 2011 there were 40 permits issued with 6 of those for home rebuilds or new homes. In 2017 there have been 117 permits issued with 43 of those for home rebuilds or new homes to date. The volume of work multiplied by 7 times for the home rebuilds.

FUNDING SOURCE

There is funding available in the 2017 CIP drainage program to transfer to the drainage operating account.

ATTACHMENTS

1. Design Agreement with BHC Rhodes

PREPARED BY

Melissa Prenger, Sr Project Manager

November 1, 2017

AGREEMENT FOR PROFESSIONAL ENGINEER

For

PROFESSIONAL SERVICES

Of

STORM WATER STUDY REVIEWS

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 _____, a corporation with offices at _____, hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for Professional Services of Storm Water Study Reviews, hereinafter called the “**Project**”,

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

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

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

1 CITY RESPONSIBILITIES

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

1.6 The City has funded approximately \$108,000 for this project with the following proposed locations of work:

1.6.1 Work throughout the City of Prairie Village.

2 CONSULTANT RESPONSIBILITIES

2.1 The Consultant shall either perform for or furnish to the City professional civil engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.

2.2 The Consultant shall serve as the prime professional Consultant for the City on this Project

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

2.4 Designate a person to act as the Consultant's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

3 SCOPE OF CONSULTANT SERVICES

Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited to, these phases and tasks. The scope is generally defined below and in more details in Exhibit A.

3.1 Professional Services: Teardown & Rebuild

3.1.1 Storm Study Reviews: Per direction provided by City representative, Consultant will review drainage studies for residential teardown & rebuilds as well as for residential significant additions. Work includes review of study, communication with permit applicant as to required revisions or approval, and populating City permit databases.

3.1.2 Routine 2-Week Inspections: All active drainage permits require a documented site visit, once every 2 weeks, for compliance with storm drainage provisions and site erosion control. Consultant will conduct these inspections, communicate with permit applicant regarding site improvements, and communicate status to the City.

3.1.3 Final Inspection: When applicant is ready for project approval, Consultant will complete a final inspection to confirm that final construction has met the conditions of the approved drainage study and submitted site plan.

3.2 Professional Services: Commercial Review

3.2.1 Commercial Study Reviews: Per direction provided by City representative, Consultant will review drainage studies for commercial development. Work includes review of study, communication with drainage permit applicant as to required revisions or approval, and the communication of study status to the City.

3.2.2 Routine 2-Week Inspections: All active drainage permits require a documented site visit, once every 2 weeks, for compliance with storm drainage provisions and site erosion control. Consultant will conduct these inspections, communicate with permit applicant regarding site improvements, and communicate status to the City.

3.2.3 Final Inspection: When applicant is ready for project approval, Consultant will complete a final inspection to confirm that final construction has met the conditions of the approved drainage study and submitted site plan.

3.3 Professional Services: Development of GIS Based Status Reporting

- 3.3.1 Website Development: Consultant will coordinate with the City to identify a cost-effective and efficient mechanism for GIS reporting of active drainage permit status. Reporting system for City and Consultant use.
- 3.3.2 Status Reporting Implementation and Maintenance: Once developed, periodic website maintenance and update work would be assigned to this task.

4 TIME SCHEDULE

- 4.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of these Professional Services.
- 4.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.
- 4.3 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.
- 4.4 Should such circumstances occur, the consultant shall, within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
- 4.5 Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:
 - 4.5.1 Professional Services: Teardown & Rebuild
Consultant will have responded to drainage study components of drainage permit applicant within two weeks of receipt of the permit. Consultant will administer routine 2-week inspections throughout construction.
 - 4.5.2 Professional Services: Commercial Review
Consultant will have responded to drainage study components of drainage permit applicant within two weeks of receipt of the permit.
 - 4.5.3 Professional Services: Development of GIS Based Status Reporting
Consultant will have developed a GIS reporting system interface within 45 days of notice to proceed.

5 COMPENSATION

- 5.1 The City agrees to pay the Consultant, at Hourly Rates, to a Maximum Fee of \$108,000 for the scope of services as specified herein unless modified by Change Order. Consultant current Hourly Rate Schedule is attached as Exhibit B.
- 5.2 The compensation will be billed time and expenses detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and Direct Non-Salary Costs.
- 5.3 The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- 5.4 All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of sub-consultant services and detail list of Direct Non-Salary Costs.
- 5.5 The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

6 GENERAL PROVISIONS

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

6.4 Insurance:

- 6.4.1 The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- 6.4.1 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.
- 6.4.1 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- 6.4.1 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- 6.5 **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure

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

- 6.6 **Termination for Convenience.** The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization
- 6.7 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
- 6.8 **Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- 6.9 **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 6.10 **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- 6.11 **Successors and Assigns:**
- 6.11.1 The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- 6.11.1 Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer

is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

6.11.1 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:

Ronald L. Shaffer, Mayor

Address for giving notices:

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

Telephone: 913-385-4600

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

Brungardt Honomichl & Company, P.A.

By

Kevin Honomichl, President

Address for giving notices:

BHC RHODES
7101 College Blvd. Suite 400
Overland Park, KS 66210

Telephone: 913-663-1900

APPROVED AS TO FORM BY:

Catherine Logan, City Attorney

EXHIBIT A

3.1 Professional Services: Teardown & Rebuild

3.1.1 Storm Study Reviews: Per direction provided by City representative, Consultant will review drainage studies for residential teardown & rebuilds as well as for residential significant additions. Work includes review of study, communication with permit applicant as to required revisions or approval, and populating City permit databases.

60 drainage studies associated with teardown & rebuild activity are anticipated during the term of this contract. Initial estimates are that an average of 5 hours per week will be spent on this task, plus mileage and other direct expenses. Work is to be performed by a licensed engineer.

3.1.2 Routine 2-Week Inspections: All active drainage permits require a documented site visit, once every 2 weeks, for compliance with storm drainage provisions and site erosion control. Consultant will conduct these inspections, communicate with permit applicant regarding site improvements, and communicate status to the City.

As with Task 3.1.1, 60 teardown & rebuild drainage permits are anticipated to be under construction during the term of this contract. Initial estimates are that an average of 9 hours per week will be spent on this task. Approximately 20+ active projects may be under construction at any time which require site inspection, drive time, documentation, and applicant contact. Mileage and other direct expenses would be in addition to time. Work is to be performed by the Consultants licensed engineer or designee.

3.1.3 Final Inspection: When applicant is ready for project approval, Consultant will complete a final inspection to confirm that final construction has met the conditions of the approved drainage study and submitted site plan.

60 drainage studies associated with teardown & rebuild activity are anticipated during the term of this contract. Initial estimates are that an average of 2 hours per week will be spent on this task, plus mileage and other direct expenses. Work is to be performed by a licensed engineer

3.2 Professional Services: Commercial Review

3.2.1 Commercial Study Reviews: Per direction provided by City representative, Consultant will review drainage studies for commercial development. Work includes review of study, communication with drainage permit applicant as to required revisions or approval, and the communication of study status to the City.

Work under this task is expected to be minimal with less than 10 drainage studies associated with commercial development anticipated. Time under this task is to be billed on an hourly basis. Work is to be performed by a licensed engineer.

3.2.2 Routine 2-Week Inspections: All active drainage permits require a documented site visit, once every 2 weeks, for compliance with storm drainage provisions and site erosion control. Consultant will conduct these inspections, communicate with permit applicant regarding site improvements, and communicate status to the City.

3.2.3 Final Inspection: When applicant is ready for project approval, Consultant will complete a final inspection to confirm that final construction has met the conditions of the approved drainage study and submitted site plan.

3.3 Professional Services: Development of GIS Based Status Reporting

3.3.1 Website Development: Consultant will coordinate with the City to identify a cost-effective and efficient mechanism for GIS reporting of active drainage permit status. Reporting system for City and Consultant use.

Work under this task will be associated with the development of a GIS reporting mechanism.

3.3.2 Status Reporting Implementation and Maintenance: Once developed, periodic website maintenance and update work would be assigned to this task.

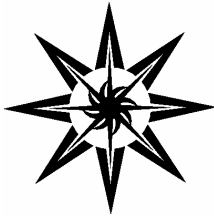
EXHIBIT B

Brungardt Honomichl & Company P. A.
2017 Rate Schedule
Effective thru 12/31/17

Title	Rate
Principal Program Manager	\$170.00
Project Manager	155.00
Sr. Traffic Engineer	155.00
Traffic Engineer	125.00
Utilities Manager	130.00
Project Engineer	130.00
Resident Project Engineer	130.00
Design/Staff Engineer	105.00
Sr. Designer	105.00
Designer	90.00
Senior Eng. Technician	105.00
Engineering Technician	85.00
CAD Technician	70.00
Technician	70.00
Construction Technician II	100.00
Construction Technician I	70.00
Clerical	50.00

Reimbursable Expenses:

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
A. Passenger Vehicle	Per mile	IRS rate
B. Survey Vehicle	Per mile	\$0.70
C. Telephone/Cellular/Long Distance		Actual Cost
D. In House Reproduction	Sq. Ft.	\$0.15
F. Freight & Postage		Actual Cost
G. Total Station Equipment fee	Per Hour	\$15.00
H. GPS Equipment fee	Per Hour	\$30.00
I. Robotic Total Station	Per Hour	\$40.00
J. Laser Scanning	Price per Project	



PUBLIC WORKS DEPARTMENT

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

CONSIDER DESIGN AGREEMENT WITH TRANSYSTEMS CORPORATION FOR THE DESIGN OF THE 2018 CITY WIDE TRAFFIC STUDY

RECOMMENDATION

Move to approve the design agreement with TranSystems Corporation for the traffic engineering service for the 2018 City Wide Traffic Study for \$74,934.00

BACKGROUND

Public Works recently requested proposals from firms to provide engineering services for the City Wide Traffic Study as well as the general Traffic Engineering services consultant for the next several years. We had 5 firms submit proposals and we interviewed BHC Rhodes, Merge Midwest Engineering, and TranSystems. Based on their original proposals and the interviews the selection committee chose TranSystems Corporation to perform the City Wide Traffic Study and to be the City's Traffic Engineering Consultant. TranSystems Corporation has been working for the City for the last several years and has performed very well. The selection committee consisted of Courtney McFadden, Traffic Sergeant Eric McCullough, and Keith Bredehoeft.

The last City Wide Traffic Study was completed in 2006, this 2018 study will be an update to the previous study. TranSystems prepared the 2006 study which helped to reduce fees for the 2018 study. The study will perform tasks as shown below.

- Task 1 - Traffic Safety-** Will collect and analyze crash data and will make recommendations for improvements.
- Task 2 - Traffic Counts-** Will collect speed, volume, and truck traffic data at 72 locations throughout the City.
- Task 3 - Traffic Signals-** Will evaluate all signals for conformance with the MUTCD, specifically will look at pedestrian walk times, and will evaluate additional locations for flashing left turn yellow arrow.
- Task 4 - Crosswalks-** Will evaluate mid block crosswalks for conformance with the MUTCD.
- Task 5 - Report-**

Summary of all data collected and recommendations made.

FUNDING SOURCE

Funding in the amount of \$75,000 is part of the City's Operations Budget for Traffic Engineering Services.

RELATED TO VILLAGE VISION

TR1c. Ensure that infrastructure improvements meet the needs of all transportation users.

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

ATTACHMENTS

1. Design Agreement with TranSystems

PREPARED BY

Keith Bredehoeft, Public Works Director

November 1, 2017

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

2018 Citywide Traffic Safety Report

THIS AGREEMENT, made at the Prairie Village, Kansas, this _____ day of _____, 2017 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 TranSystems Corporation, a corporation with offices at 2400 Pershing Road, Suite 400, Kansas City, Missouri 64108, hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for Design Services of 2018 Citywide Traffic Safety Report, hereinafter called the “**Project**”,

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

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

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

1 CITY RESPONSIBILITIES

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

- 1.6 The City has funded approximately **\$75,000** for this project which generally includes the major street system within the corporate limits of Prairie Village.

2 CONSULTANT RESPONSIBILITIES

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

3 SCOPE OF CONSULTANT SERVICES

Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited to, these phases and tasks. The scope is generally divided into the five tasks listed below and in more details in Exhibit A.

Task 1 - Traffic Safety

Task 2 - Traffic Counts

Task 3 - Traffic Signals

Task 4 - Crosswalks

Task 5 - Report

4 TIME SCHEDULE

- 4.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of all tasks.
- 4.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.
- 4.3 Should such circumstances occur, the consultant shall, within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

- 4.4 Recognizing that time is of the essence, the Consultant proposes to complete the scope of services by August 31, 2018.

5 COMPENSATION

- 5.1 The City agrees to pay the Consultant as maximum compensation as defined in Exhibit B for the scope of services the following fees:
- 5.1.1 Total Fees - \$74,934.00
- 5.2 The compensation will be billed using a format detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and Direct Non-Salary Costs.
- 5.3 The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- 5.4 All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of sub-consultant services and detail list of Direct Non-Salary Costs.
- 5.5 The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

6 GENERAL PROVISIONS

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

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

6.4 Insurance:

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

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

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

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

6.5 **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the

terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

- 6.6 **Termination for Convenience.** The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization
- 6.7 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
- 6.8 **Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- 6.9 **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 6.10 **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- 6.11 **Successors and Assigns:**
- 6.11.1 The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- 6.11.2 Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be

unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

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

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

City:

City of Prairie Village, Kansas

Consultant:

TranSystems Corporation

By:

Laura Wassmer, Mayor

By

Michael R. Wahlstedt, Vice President

Address for giving notices:

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

Address for giving notices:

TranSystems Corporation
2400 Pershing Road, Suite 400
Kansas City, Missouri 64108

Telephone: 913-385-4600

Telephone: 816-329-8600

ATTEST:

APPROVED AS TO FORM BY:

Joyce Hagen Mundy, City Clerk

Catherine Logan, City Attorney

EXHIBIT A
SCOPE OF SERVICES
2018 CITYWIDE TRAFFIC SAFETY REPORT

Purpose

The purpose of the scope of services is to update the 2005 Traffic Safety Study through a review of existing traffic flow patterns, crash experience and vehicle operations on the **CITY** street network. In addition, the study results will aid the **CITY** in programming improvements under Federal aid programs and provide recommendation for short- and long-range traffic improvement projects.

The proposed study program will provide the necessary data for review of existing traffic operation as related to safety and vehicle operation. Traffic control devices, traffic operation, pedestrian, bicycle and vehicular crash experience, crosswalks, and other related aspects of the **CITY'S** traffic system will be reviewed. Deficiencies will be identified and analyzed, and improvements will be recommended.

Work Area

The general work area includes the major street system within the corporate limits of Prairie Village. Individual study tasks may involve sub-areas within the general work limits.

Scope of Services

The scope of services for the 2017 Citywide Traffic Safety Report are organized into five tasks as outlined below.

TASK 1 - SAFETY

- 1.1. Obtain crash location data from the **CITY** for the previous three years for the entire street system within the **CITY**.
- 1.2. Obtain crash location data from the neighboring jurisdictions for all street segments bordering Prairie Village.
- 1.3. Prepare a crash spot map to indicate the array and intensity of all crash locations for use as a guide in determining high crash locations. The crash spot map will be prepared in GIS format.
- 1.4. Obtain crash reports from the **CITY** for all intersections and block-long road segments with five or more traffic crashes within a twelve-month timeframe. Obtain crash reports for all reported bicycle and pedestrian crashes within the **CITY**.
- 1.5. Identify any apparent patterns or tendencies from the crash reports obtained in Task 1.4. Information from the reports including type of crash, date, time, daylight conditions, traffic control, and contributing circumstances will be evaluated.
- 1.6. Prepare collision diagrams for each intersection with five or more crashes within a twelve-month timeframe to illustrate crash patterns and statistics. Up to ten crash diagrams are anticipated to be prepared.
- 1.7. Calculate crash rates for each intersection with five or more crashes within a twelve-month timeframe.
- 1.8. Develop improvement recommendations or corrective actions to address any crash patterns, or tendencies.

TASK 2 – TRAFFIC COUNTS

- 2.1 Collect A.M. and P.M. peak hour turning movement counts at up to 42 intersections throughout the **CITY**. The locations include all signalized intersections and several other key intersections that were counted in the 2005 Traffic Safety Report. Counts will be collected from 7:00 to 9:00 A.M. and from 4:00 to 6:00 P.M. Identify the peak hour turning movement volumes from each count period.
- 2.2 Collect 24-hour counts for a three-day period, including a typical Tuesday, Wednesday, and Thursday. Counts will be collected at up to 72 locations throughout the **CITY**. The locations are the same as were counted in the 2005 Traffic Safety Report.
- 2.3 Tabulate the 85th percentile speeds, average daily traffic volume, and heavy truck percentage from the count data.
- 2.4 Prepare figures illustrating the 85th percentile speeds relative to posted speed limits, and the average daily traffic volumes. The figures will be prepared on a street map background in GIS format.
- 2.5 Assess the posted speed limits relative to the 85th percentile speeds collected. Comment on whether the current posted speed limits are consistent with safe movement of traffic through the **CITY**.

TASK 3 – TRAFFIC SIGNALS

- 3.1 Conduct a physical inventory of all traffic and pedestrian control signals to identify their location, condition, age, major components in the traffic control box, uniformity of installation, service provider, lane markings appropriate for the signal and signs. The inventory will be compared to the inventory and diagrams from the 2005 study. Where differences are observed, the diagrams will be edited to reflect current conditions.
- 3.2 Review traffic signal equipment for compliance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). Review will include signal head types, locations, pedestrian pushbutton locations, and pedestrian signal head types. Traffic signal equipment will also be compared to industry standard practices of similar cities in the metropolitan area.
- 3.3 Obtain traffic signal timings, phasing, and coordination plans from KCP&L, Operation Green Light, or from neighboring jurisdictions responsible for maintenance of each traffic signal.
- 3.4 Perform capacity analysis for each signalized intersection using the Synchro analysis program. Calculate the average delay and corresponding level of service for each signalized intersection.
- 3.5 Review traffic signal timings for appropriateness based on current traffic and MUTCD requirements. Pedestrian timings and clearance intervals are included in the reviews.
- 3.6 Develop improvement recommendations to address any deficiencies observed, or to improve operations at any intersection having a level of service D, E, or F. MUTCD compliance will also be considered when developing recommendations.

TASK 4 - CROSSWALKS

- 4.1 Conduct a physical inventory of all uncontrolled crosswalks to identify their location, type of pavement markings, signage, sight distance, crossing widths, curb ramps, and any other traffic control devices.
- 4.2 Review each crosswalk location for compliance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). Review will include sign sizes and types, locations, and pavement markings.
- 4.3 Develop improvement recommendations to address any deficiencies observed.

TASK 5 – REPORT AND MEETINGS

- 5.1. Prepare a report for each task to document the data collected, analysis, results, and recommendations. The recommendations will be documented by means of a narrative to describe

each improvement proposed. Location plans, sketch of improvements, and/or photographs will be prepared to illustrate improvements, when needed for clarity. All documentation and data collected will be compiled in a comprehensive, multicolor report, and the **CITY** will be supplied with ten printed and bound copies. One electronic copy will be provided to the **CITY** in pdf format.

- 5.2. Attend up to six (6) project meetings. Meetings could be to review work completed and progress reported. Meetings may also be scheduled with the local officials who have particular responsibilities pertaining to the street network and traffic safety.
- 5.3. Provide monthly project status and schedule updates describing the process for accomplishing the project including method of data collection, analysis techniques, information required from neighboring jurisdictions, and project milestones. Monthly updates will be via e-mail. In addition, the **CONSULTANT** will maintain a close working relationship with the **CITY** through monthly progress reports, technical memorandums, and verbal communications.

**City of Prairie Village
Finance Committee Meeting
Minutes of September 18, 2017**

September 18, 2017
4:30 PM, Multipurpose Room

Committee members present: Eric Mikkelson (Chair), Steve Noll, Andrew Wang and Dan Runion.

City staff members attending: Wes Jordan and Lisa Santa Maria.

Councilmember's present: Jori Nelson, Serena Schermoly and Courtney McFadden

Prairie Village residents attending: Kathy Thompsen, John Joyce and an unknown male resident

Also present: Jeff White from Columbia Capital, Jay Senter from the Shawnee Mission Post and Gregg Zike, Michele and Alex from First Washington Reality.

Eric Mikkelson chaired the meeting and called the meeting to order at 4:31pm.

1. Discuss Corinth Square Shopping Center South Redevelopment

Jeff White from Columbia Capital reviewed his draft proposed response to First Washington Reality. A copy of his draft proposal is attached. Below are the key points related to this project.

- First Washington Reality (FWR) has proposed a plan to renovate a portion of the Corinth South shopping center and has requested additional financing assistance (incentives) to undertake the project. These incentives are:
 - Sales Tax Reimbursement Agreement (STRA) mechanism. This would be a new incremental retail sales tax on the project following renovation. FWR would be eligible for \$3.4 million in reimbursements. Term is 12 years.
 - IRB Sales Tax Exemption
- The proposed project would change the Corinth South shopping center to a mixed-use development with a parking garage.
- FWR would agree to construct 35,000 square feet of retail and restaurants in Corinth South, along with a 260 stalled parking garage.
- City Policy CP059 addresses City assistance with redevelopment projects

- FWR has calculated their rate of return on a Cash on Cost Basis (because income and cost are measurable) as:
 - Before CID = 5.6%
 - After CID = 6.76%
 - With CID & STRA = 7.8%
- Jeff Whites has calculated the FWR rate of return using IRR Reversion Mythology as (note that Alex from FWR feels that IRR is subject to manipulation):
 - Net Operating Income before incentives is 9.19%
 - Net Operating Income with incentives is 13.72%
- The Finance Committee had a number of questions / comments:
 - Citizen input (Ward 5) is needed
 - More Financial Analysis needed
 - What are the long-term potential City costs? What does adding growth to a community add to City costs? Marginal costs are hard to calculate -
 - Effect on traffic
 - Effect on Corinth Elementary

Motion

Eric made a motion to not recommend the FWR plan to Council for consideration. Dan Runion seconded. All committee members were in favor of the motion. The committee did indicate they were open to further discussions with FWR.

Items for Follow-up

1. The Finance Committee would like to meet in executive session to discuss a counter offer to FWR. Some of the items discussed to consider are:
 - a. Eliminate three story building – not popular with area residents
 - b. Keep Mission Road Antique Mall (historic building) and repurpose
 - c. Move some parking to 83rd street and have less stalls in parking garage
 - d. No incentives

Meeting adjourned 5:50PM

Minutes submitted by
Lisa Santa Maria, Finance Director



Jeff White
Principal
913.312.8077
jwhite@columbiacapital.com

MEMORANDUM

09.15.17

Finance Committee Members
City of Prairie Village

At a recent regular meeting of the Prairie Village City Council, First Washington Realty (FWR) unveiled a plan to renovate a portion of the Corinth Square shopping center south of 83rd Street. At that meeting, they indicated that they would be approaching the City for additional financial assistance to permit them to gain internal investment committee approval to undertake the project. This memorandum highlights the work City staff and FWR have undertaken in recent weeks to come to a negotiated agreement to permit the proposed renovations to proceed, subject to approval of the Prairie Village City Council.

PROPOSED PROJECT

FWR proposes to re-cast a portion of the Corinth Square shopping center south of 83rd Street (Corinth) to a mixed-use development including restaurants, retail, and office over a structured parking garage (the Project). In total the development would consist of approximately 35,000 square feet of restaurant and retail space and approximately 35,000 square feet of "Class A" office space. FWR projects a total development cost, including its internal fees and charges, of \$27 million. The Project is expected to generate a significant amount of incremental property tax and sales tax revenues over current uses at Corinth.

PHILOSOPHICAL APPROACH TO ECONOMIC DEVELOPMENT

The City's ultimate desire for any commercial property is that it be developed to its highest and best use. An efficiently used site will maximize the City's future tax receipts from the Project and will provide the Prairie Village community with access to high quality retail and office space. Ideally, a private developer would produce such an outcome without public subsidy in a project.

Most modern urban redevelopment suffers from challenges that increase project costs, and reduce investor returns versus similar projects on greenfield sites. Demolition and site preparation, environmental remediation, new or revitalized public utilities, parking and transportation infrastructure improvements are the common drivers of these higher costs. Philosophically, cities desire to "level the playing field" between more expensive infill sites and less costly greenfield sites through the payment of incentives to infill developers. Cities desire to provide incentives that will equalize the profitability of an infill site and a greenfield site. The challenge for all cities is the asymmetry of information available to assess what, exactly, is this "perfect" level of incentive. Developers often have a required amount of incentives in mind, but cities are forced to guess this number. The key risk for a city in this challenging dance is that it ends up over-incentivizing the infill project by

agreeing to pay the developer a subsidy amount higher than the developer would have accepted to move forward with the project.

This “but-for” calculation (but-for the presences of the incentives, the project would not proceed) generally relies on a comparison of the developer’s return on investment, both with and without incentives, against market rates of return for similar projects. These types of analyses are blunt instruments, at best. Legitimate debates rage about calculation inputs, cashflow discounting rates and calculation mechanics at the end of the analysis period. Additionally, these analyses are often performed using concept-plan level project cost information, generic assumptions about sources of project income (lease rates, property sale proceeds) and speculative estimates of potential drivers of new tax revenues (retail sales per square foot, post-construction assessed valuation, construction completion timing). The result is that the developer and the city providing the incentives can draw very different conclusions from the same set of analytical inputs.

MACROECONOMIC CONCERNS ABOUT THE RETAIL ENVIRONMENT

A quick Google search reveals countless articles about the reality that the U.S. has too much retail. This over-supply, coupled with changing trends and technological innovation, is leading to the deaths, fast and slow, of some of the most venerable historic names in retail. As a result, we think cities should be very selective in the retail-focused projects they incentivize.

The mix of development proposed by FWR includes restaurant-focused retail along with high-quality office space. We would expect the pure retail uses in the Project to continue to be the mix of neighborhood services and unique shopping that FWR has focused on in the northern part of Corinth Square and at the Village Shops. This approach is working in Prairie Village: “small box” (less than 7,500 sf) retail in North Johnson County benefitted from a 2.2% vacancy rate in the first half of 2017 (according to Newmark Grubb Zimmer) and many restaurant categories, particularly quick serve and fast casual, are booming.

With a very substantial portion of the City’s total annual sales tax income derived from the Prairie Village Shops and Corinth Square, we think it is reasonable for the City to look closely at proposals that protect and enhance the tax base at these properties.

DESCRIPTION OF INCENTIVES REQUESTED

Although Corinth is currently covered by a community improvement district (CID) levying an incremental sales tax, FWR indicates that it is unable to generate the pro forma development returns from the Project necessary to permit internal approvals to proceed. The cost of structured parking, in particular—parking which likely will not generate income of its own—creates an atypical level of development cost versus a typical suburban shopping center redevelopment. FWR already has contractual rights to CID revenues generated by the existing and renovated shopping center, but has asked the City to consider additional incentives in order to permit it to overcome the atypical cost of the structured parking.

FWR suggested that this incentive take the form of a rebate of City-collected sales taxes resulting from incremental new retail sales on the Project following renovation. This “sales tax reimbursement agreement” (STRA) mechanism has been used by other communities for economic development projects and is permitted under the City’s statutory and home rule powers.

ARE INCENTIVES REQUIRED?

FWR is a large, professional manager of real estate assets for the benefit of separately managed accounts and pension funds, including nearly 100 shopping center assets across 22 states. In the suburban shopping center space, CalPERS, the largest public employee pension system in the country, is a key FWR investor. Any investment management firm like FWR has a finite pool of capital to invest and looks to do so in the highest yielding, safest and most stable real estate assets available that produce returns meeting its investors’ investment objectives.

Despite the overall size of its overall portfolio, investors like FWR make investment decisions on a project-by-project basis. For its internal project review, FWR relies on a *cash-on-cost* rate of return analysis. This metric compares the stabilized annual net operating income (NOI) of an asset—roughly, the difference of total rental income and operations and maintenance costs—to the cost of the initial investment in that asset. It is a one-time “litmus test” calculated at the time of an investment decision. This approach to underwriting is understandable: it simplifies the ability of FWR to compare potential investments across shopping centers without trying to normalize for the unique taxing differences of those various projects. Additionally, a cash-on-cost analysis ignores the impact of the cost of financing. This, again, makes sense for an investor like FWR that borrows at an enterprise level, using its various underlying assets as a pool of collateral, rather than borrowing on a project-by-project basis.

The cash-on-cost approach has a number of weaknesses. In our minds, the biggest is that it gives no credit to the intrinsic value of the asset (beyond its annual NOI) if the asset were to be sold. Put another way, if the Project generated no NOI whatsoever, it still would have economic value. A cash-on-cost approach ignores this intrinsic value. For a buy-and-hold portfolio manager that has clients interested in predictable annual income meeting a target rate of return, however, this intrinsic value has limited practical value to their investment decision making.

During our negotiations, we did consult with one other large commercial developer, primarily working on projects in St. Louis and Chicago, that confirmed that it, too, uses cash-on-cost as an important underwriting tool in determining which projects to undertake and that the cash-on-cost return required by FWR is consistent with its approach and its knowledge of the approach of others within the commercial development industry.

Another common approach to evaluating whether a project requires incentive is to use an internal rate of return (IRR) analysis, assuming a ten-year holding period with a reversion (hypothetical sale of the project) at the end of the holding period. The reversion is determined using Year 10 NOI and an exit capitalization rate. Instead of looking at cost, the

capitalization rate focuses instead on NOI vs. the value of the project at the time of calculation. The benefit of using a capitalization rate-based calculation is that capitalization rates can be determined based upon the price of comparable properties sold in the local market. The challenge with using capitalization rates is that it is impossible to know today what market capitalization rates will be in ten years; as a result, the selection of the “right” capitalization rate is often the subject of negotiation with developers.

With the IRR analysis, the reader compares the IRR of the project, with and without incentives, against market expectations for rates of return. If a project’s unincentivized return is less than market returns for similar projects, it suggests subsidy might be warranted for the project. If a project’s incentivized rate of return is also within the range of market returns for similar projects, it suggests that the level of incentive proposed is reasonable.

Based upon FWR’s assumptions for project costs, tax production and NOI, and making some reasonable assumptions about timing and capitalization rates, Columbia Capital prepared an IRR analysis for the Project as shown in **Exhibit A**. Our assessment is that the modeled unincentivized IRR is likely somewhat below market and that the modeled incentivized IRR is within an acceptable range.

Because an IRR analysis is built on a time value of money concept, changes in assumptions can materially impact the analysis. The performance of the Project itself will also impact the Developer’s actual returns versus modeled returns. As examples:

- If NOI is stronger than forecast, Developer returns will increase
- If Project costs or borrowing costs are higher than forecast, Developer returns will decrease
- If higher capitalization rates are employed, Developer returns will decrease
- If sales tax production is stronger than forecast, Developer returns will increase

We can (and have) argued with FWR about what the “appropriate” rate of return analysis for the Project should be. But, the determination that is important is this: FWR will make its own internal assessment of this particular Project’s potential rate of return on a cash-on-cost basis and, if it does not appear to meet those targets, its investment dollars will go to another project with a stronger return profile.

FWR has advised that the Project itself (without additional incentive) falls short of its internal cash-on-cost return target. The availability of CID receipts within the entire Corinth Square development provides a boost to those returns. But, FWR indicates that cannot meet its required returns on the Project as proposed without the STRA incentive requested.

REVIEW OF KEY MODELING ASSUMPTIONS

Under a non-disclosure agreement, FWR made its financial model of the project available to Columbia Capital. We reviewed the analysis in detail and used FWR’s projections to inform our review of the Project and the appropriateness of the incentives. Our NDA with FWR

permits us to provide summary and aggregate level information to the Prairie Village City Council to assist in its evaluation of the incentives request.

While the FWR model has a great deal of detailed analysis about the expected performance of the project on a retailer-by-retailer basis, the detail is mostly just math: sales per square feet times square footage equals annual sales; \$X per square foot in annual rent less \$Y in project operating and maintenance costs per square foot equals \$Z of annual net operating income. More important to the City's decision making is the list of core assumptions FWR's modeling makes in the aggregate. These assumptions are detailed in **Exhibit B**.

The table below provides some commentary on a number of the key assumptions:

Item	Assumption	Comments
Retail Rent psf	\$30.75	A Newmark Grubb Zimmer report (http://ngzimmer.com/sites/default/files/2Q17-Kansas-City-Retail.pdf) indicates that average asking rent for "small box" retail in Johnson County is roughly \$20.00 psf (triple net). We did find examples of small box spaces on the market, particularly restaurant space, renting for \$30.00 psf or more. Vacancy rates for small box retail in North Johnson County hovered near 2.2% for the first half of 2017.
Office Rent psf (net of costs)	\$19.64	A Newmark Grubb Zimmer report (http://ngzimmer.com/sites/default/files/2Q17-Kansas-City-Office.pdf) indicates that average asking rent for Class A space in Kansas City was \$19.21 psf and that average vacancy totaled 10.5% of available space. Please note FWR is assuming significantly less vacancy in its modeling.
Retail Sales psf	\$575	FWR has a strong understanding of the likely sales per square foot from retailers at Village Shops and Corinth. The highest yielding retail stores nationally are those under 10,000 sf in size (https://seekingalpha.com/article/4061817-small-size-matters-retail-big-box-retailers-can-learn-small-box-store-leaders)
Restaurant Sales psf	\$654	Nationally, quick service and fast casual restaurants generate very high sales per square foot (http://www.us.jll.com/united-states/en-us/Research/US-Retail-Outlook-Q1-2016-JLL.pdf)
Property Taxes psf	Varies	Between Village Shops and Corinth, FWR has a strong understanding of its expected property taxes on the Project. One outlier is the County approach to appraising the parking garage, especially since it will not have its own revenue stream.
Construction Costs	Per Schedule	FWR's project budget is estimated based upon conceptual design and an understanding of the cost of similar projects in other communities. FWR engaged Whiting-Turner, a national construction company, to produce its construction cost estimates for the Project.

ASSESSMENT OF LIKELY BENEFIT TO THE PUBLIC

The City's fundamental bargain in incentivizing the Project is to see a renovated shopping center that has more value to Prairie Village residents in its mix of uses and that produces

higher sales and property taxes than the existing development. Because the City would forego incremental sales tax collections on the Project for roughly the first decade of the Project's post-construction operations, the City's primary direct benefit during that period would be from incremental property taxes generated by the Project. **Exhibit C** illustrates the potential net benefit to the City from its investment in the Project based on FWR's projected Project performance.

The key risks to the public from the Project as proposed are:

- losing sales and property taxes during the construction of the Project. FWR expects to take sales-tax producing uses offline during construction and, depending upon the timing of construction, assessed valuation in the Project may also suffer temporarily. We can mitigate this risk by creating economic incentives for FWR to complete the Project as quickly as possible. Because the STRA pays on only incremental retail sales, it has a self-enforcing clawback: if FWR does not deliver higher-yielding sales tax generators, it will not benefit from the incentive.
- paying incremental new City sales taxes to FWR but not gaining the benefit of incremental new property taxes from the Project while the STRA is in place. We can mitigate this risk by reducing FWR's STRA benefits if underperformance on incremental property tax occurs.
- seeing existing retail sales spending shift from retailers and restaurants outside the STRA area. This "substitution effect" would result in a net loss in sales taxes received by the City's General Fund. Substitution effect is both difficult to prevent and challenging to measure. The City's best approach to mitigate substitution effect risk is to ensure it is receiving enough net benefit from the Project that it is likely to overcome any actual substitution effect suffered. Our modeling (attached) assumes that 15% of the taxable retail sales from the Project would already have been spent elsewhere in Prairie Village.
- counting natural growth in the tax base that might have occurred anyway as being generated by the Project. We can mitigate this risk by basing annual incentives calculated on assumptions about a growing tax base. (Put another way, if the City is paying its incentive based on an annual calculation of benefit of the Project comparing actual to a modeled base value, it should inflate the base value annually.)

REVIEW OF KEY DETAILS OF NEGOTIATED TERM SHEET

Responding to the City Council's request that staff provide a specific proposal for its consideration, City staff and FWR representatives have been negotiating the terms of a potential incentive structure. That term sheet is attached as **Exhibit D**.

The term sheet establishes the following business deal:

- Developer agrees to redevelop Corinth South by constructing 35,000 sf of retail/restaurant

- Developer agrees to construct 35,000 sf of Class A office space above 260 structured parking stalls
- City will reimburse up to \$3.4 million in eligible project costs through a sales tax reimbursement agreement mechanism over not more than 12 years from the placed in service date from the Project. This STRA benefit is reduced by the value derived from the Developer from the IRB Sales Tax Exemption
- At its option, the City may choose to construct (at its cost) on-street parking on 83rd Street and receive credit (through reduced permitted STRA capture) for such parking
- At its option, the Developer may choose to construct (at its cost) on-street parking on 83rd Street
- At its option, the Developer may substitute additional retail/restaurant for the office space, based upon then prevailing market conditions
- The Developer commits to make a minimum capital investment to construct the Project
- The Developer agrees to certain performance metrics that create self-enforcing clawbacks in the incentive package
 - it is an event of default if the Developer does not construct at least 35,000 sf of retail/restaurant plus at least 17,500 sf of office, which may be substituted with retail, according to the schedule noted in the term sheet
 - the Developer's maximum reimbursement is reduced if the Project does not generate at least \$13 million in incremental new market value (\$3.25MM in assessed valuation)
 - the Developer is not prohibited from moving existing Prairie Village retailers into the Project, but it will make its incremental assessed valuation target more difficult to meet if it does so, potentially restricting its ability to benefit from the full \$3.4MM in permitted reimbursements
- The Developer is prohibited from imposing significant leverage on the Project, meaning that it will, during the incentive term, have significant equity at risk in the Project, aligning its interests with the City for Project success

We look forward to our discussion with you on Monday.

EXHIBIT A—INTERNAL RATE OF RETURN ANALYSIS

CORINTH SQUARE SOUTH REDEVELOPMENT

First Washington Realty Expected Leveraged Return Analysis (Using IRR with Reversion Methodology)

	Closing	Year 1 (Stub)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
INFLOWS								
Net Rental Income		78,708	483,798	413,735	1,923,689	1,981,399	2,040,841	2,102,067
Loan Repayment @ Reversion		-	-	-	-	-	-	-
Reversion		-	-	-	-	-	-	-
Total Inflows	-	78,708	483,798	413,735	1,923,689	1,981,399	2,040,841	2,102,067
OUTFLOWS								
Developer Equity Contribs	150,000	994,468	7,064,949	4,428,039	-	-	-	-
Debt Service (Interest)		15,736	126,553	300,318	695,060	675,126	654,096	631,909
Debt Service (Principal)		-	-	-	362,434	382,368	403,398	425,585
Property Taxes		-	-	-	160,448	164,459	168,571	172,785
Total Outflows	150,000	1,010,204	7,191,502	4,728,358	1,217,942	1,221,953	1,226,065	1,230,279
NOI BEFORE INCENTIVES	(150,000)	(931,496)	(6,707,704)	(4,314,622)	705,747	759,446	814,777	871,788
INCENTIVES								
CID Capture		74,080	430,500	445,587	552,719	603,529	616,410	628,738
Reimb. Existing CID Expenses		(74,080)	(430,500)	(445,587)	(552,719)	(545,113)	-	-
STRA Capture		-	-	-	268,790	283,245	298,279	313,914
Total Incentives		-	-	-	268,790	341,660	914,689	942,652
NET INCENTIVIZED INCOME	(150,000)	(931,496)	(6,707,704)	(4,314,622)	974,537	1,101,106	1,729,466	1,814,440

CORINTH SQUARE SOI
First Washington Realty Expe

	Year 8	Year 9	Year 10	Year 11	Exit	
INFLOWS						
Net Rental Income	2,165,129	2,230,083	2,296,985	2,365,895		
Loan Repayment @ Reversior	-	-	-	-	(9,114,030)	
Reversion	-	-	-	-	25,782,730	
Total Inflows	2,165,129	2,230,083	2,296,985	2,365,895	16,668,700	
OUTFLOWS						
Developer Equity Contribs	-	-	-	-		
Debt Service (Interest)	608,502	583,807	557,755	530,269		
Debt Service (Principal)	448,992	473,686	499,739	527,225		
Property Taxes	177,105	181,532	186,070	190,722		
Total Outflows	1,234,598	1,239,026	1,243,564	1,248,216		
NOI BEFORE INCENTIVES	930,530	991,057	1,053,421	1,117,678	16,668,700	IRR 9.19%
INCENTIVES						
CID Capture	641,313	654,139	667,222	680,567		
Reimb. Existing CID Expenses	-	-	-	-		
STRA Capture	330,174	347,085	364,672	382,963		
Total Incentives	971,487	1,001,224	1,031,894	1,063,529		
NET INCENTIVIZED INCOME	1,902,017	1,992,281	2,085,315	2,181,208	16,668,700	IRR 13.72%

EXHIBIT B – KEY ASSUMPTIONS FOR ANALYSIS

DRAFT

CORINTH SQUARE SOUTH REDEVELOPMENT

Key Financial Modeling Assumptions

ASSUMPTIONS

NEW DEVELOPMENT NET OPERATING INCOME (STABILIZED) | Source: FWR

Project Incremental Net Operating Income 1,577,934

NOTES

- 1) Assumes vacancy of 6%
- 2) Does not include expenses related to FWR overhead (making NOI higher than FWR's model)

NEW DEVELOPMENT TAX GENERATION (STABILIZED) | Source: FWR

USE	SF	Sales/SF	Prop Tax/SF	Ann. Sales	Ann. Prop.
Retail	22,926	575.99	7.87	13,205,110	180,428
Restaurant	14,739	654.41	7.87	9,645,378	115,996
Office	36,800	-	4.36	-	160,448

DEVELOPMENT BUDGET | Source: FWR

ITEM	Amount	Rough Timing		
		Year 1	Year 2	Year 3
Retail and Office Construction	16,851,464	1,685,146	7,583,159	7,583,159
Signage	89,047	8,905		80,143
Parking Garage (Including Elevators)	5,948,846	594,885	5,353,962	
Design & Contingency	2,385,554		1,192,777	1,192,777
Total Development Budget	25,274,912	2,288,936	14,129,898	8,856,079

NOTES

- 1) Does not include developer fees and other internal cost items)

BORROWING ASSUMPTIONS | Source: Columbia Capital

Borrowed 50%
Amount 12,637,456
Rate 5.5%
Term 20 years

REVERSION CAP RATE | Source: Columbia Capital

UNREIMBURSED EXISTING CID COSTS

USE	2017	Exit	SF	Per FWR:	2,048,000 at 6/30
Retail	8.0%	8.5%	22,926		
Office	8.3%	8.8%	36,800		
Restaurant	7.5%	8.0%	14,739		
Wghted Avg	8.0%	8.5%			

EXHIBIT C – ASSESSMENT OF PUBLIC COST-BENEFIT

DRAFT

CORINTH SOUTH REDEVELOPMENT

Public Cost-Benefit Analysis

Collections Based Upon Developer Modeling
Assumptions Using September 2017 Draft Term Sheet

Sales Tax Substitution Assumption 15%
Discount Rate 6%

Period	PUBLIC BENEFITS		PUBLIC COSTS			Nominal Net Benefit
	Incremental Sales Taxes	Incremental Property Tax	Sales Tax Loss Dur. Constr.	Sales Tax Substitution	STRA Paid to Developer	
2018	-	-	(7,096)	-	-	(7,096)
2019	-	-	(19,857)	-	-	(19,857)
2020	268,790	-		(40,318)	(268,790)	(40,318)
2021	283,245	-		(42,487)	(283,245)	(42,487)
2022	298,279	75,137		(44,742)	(298,279)	30,395
2023	313,914	79,148		(47,087)	(313,914)	32,061
2024	330,174	83,290		(49,526)	(330,174)	33,764
2025	347,085	87,566		(52,063)	(347,085)	35,504
2026	364,672	91,983		(54,701)	(364,672)	37,282
2027	382,963	96,543		(57,444)	(382,963)	39,098
2028	401,985	101,251		(60,298)	(401,985)	40,953
2029	408,895	106,113		(61,334)	(408,895)	44,779
2030	442,343	111,133		(66,351)	-	487,125
2031	458,391	116,317		(68,759)	-	505,949
2032	474,921	121,670		(71,238)	-	525,352
Totals	4,775,654	1,070,150	(26,953)	(716,348)	(3,400,000)	1,702,503
Net Present Value Benefit/(Cost)						757,275

EXHIBIT D – DESCRIPTION OF PROPOSED TERMS

DRAFT

CORINTH SOUTH REDEVELOPMENT

(Sales Tax Reimbursement Incentive Concept)

Draft Term Sheet (September 14, 2017)

DEAL POINT	PROPOSED TERMS
Definitions	
Area	The boundaries of the Corinth South project subject to the STRA, generally including the development south of 83 rd Street. [Developer to provide legal and common language description]
Area Sales Tax Collections	The product of (i) the STRA sales tax rate and (ii) the difference between the amount cumulative taxable retail sales for such calendar year exceeds the Sales Tax Base (as adjusted) in the calendar year of calculation; such product will be adjusted for the KDOR Fee and the City Admin Fee applied to such collections
Base Year AV	\$2,435,000 [November 2016 AV for the Area based on JoCo figures, to be confirmed], as adjusted annually by the Base Year AV Growth factor
Base Year AV Growth	3.0% per year, commencing January 1, 2018
City	City of Prairie Village
City Admin Fee	2.5% of any amounts paid into the STRA Fund
City Parking Credit	\$12,000 per City Parking Stall
City Parking Stall	An on-street parking stall to be constructed by the City at its cost on 83 rd Street between Mission and Somerset Drive announced and approved by the City Council not later than 90 days following adoption of the Development Agreement
Developer	First Washington Realty (FWR), through its related affiliates
Developer-Option Parking	The Developer, at its option and at its cost, may substitute on-street parking stalls on 83 rd Street, subject to a plan approved by the City, to narrow 83 rd Street between Mission and Somerset, on a stall-for-stall basis for structured parking in the Project. Should Developer elect to construct such Developer-Option Parking, it agrees to work with the City Administrator (or designee) to determine any resulting decrease in the cost of the structured parking facility resulting from such substitution. Such decrease shall result in a one dollar-for-one dollar reduction in the Minimum Private Investment.
Development Agreement	The agreement by and between the City and the Developer documenting the terms and conditions of the STRA, subject to the approval of the Prairie Village City Council

Incremental Property Tax Target	<p>The incremental amount of assessed valuation growth over Base Year AV for the Area totaling \$3.25 million (\$13.00 million in market value), increased annually by Base Year AV Growth.</p> <p>In the event the Kansas Legislature amends state law to fundamentally change the way AV for commercial properties is calculated, the parties agree in good faith to develop a method of adjustment that materially replicates the way AV for the Project would have been calculated in 2017.</p>
KDOR Fee	<p>The statutory fee amount the Kansas Department of Revenue is entitled to collect as compensation for its work in collecting and remitting general sales taxes to the City</p>
Placed-in-Service Date	<p>The earlier of: (a) the date on which the Developer's architect submits the final notice of substantial completion on the Project to the City; and (b) the Project in Service Date defined herein</p>
Project	<p>The redevelopment of the Area to include:</p> <ul style="list-style-type: none"> • Rehabilitation and construction of not less than 35,000 (gross) square feet of retail and restaurant space • Construction of not less than 35,000 square feet of Class A or better office space, unless such amount is substituted with Substitute Retail Construction • Construction of a structured parking facility with not less than 260 spaces (reduced on a 1:1 basis for each City Parking Stall or each Developer-Option Parking stall) • All related improvements commercially reasonably required to support a high-quality, urban mixed use redevelopment <p>Upon a certification to the City in writing that market conditions do not support construction of the full 35,000 square feet of office or of Substitute Retail Construction, Developer may reduce the office/Substitute Retail Construction requirement to not less than 17,500 square feet constructed in at least one additional floor over ground retail level square footage. In this event, Developer agrees to work with the City Administrator (or designee) to determine any resulting decrease in the cost of the structured parking facility resulting from such substitution. Such decrease shall result in a reduction in the Maximum Capture of \$0.70 for every \$1.00 of reduced cost, shall result in a one dollar-for-one dollar reduction in the Minimum Private Investment, and shall result in a reduction in the Incremental Property Tax Target by \$0.25 for every \$1.00 of reduced cost.</p>
Sales Tax Base	<p>The taxable retail sales from the Area, as confirmed by reports submitted to the Kansas Department of Revenue (and adjusted, as necessary, to gain a full year's taxable retail sales for quarterly filers) for the 12 months next preceding the date on which the Development Agreement is approved (as determined in good faith by the City), as adjusted by the Sales Tax Growth factor</p>

STRA	Sales Tax Reimbursement Agreement, defined herein
STRA Fund	That fund held in the City Treasury into which revenues from STRA collections from the Area are deposited
Substitute Retail Construction	<p>At Developer's option, and subject to all typical governmental approvals and permits, Developer may, upon written notice to the City, modify the Project such that it increases retail or restaurant square footage on a one-to-one ratio with reductions in office square footage.</p> <p>Should Developer provide such notice, it agrees to work with the City Administrator (or designee) to determine any resulting decrease in the cost of the structured parking facility resulting from such substitution. Such decrease shall result in a reduction in the Maximum Capture of \$0.70 for every \$1.00 of reduced cost and shall result in a one dollar-for-one dollar reduction in the Minimum Private Investment.</p>
Sales Tax Reimbursement Agreement	
Sales Tax Rate	City 1% tax
STRA Expiration	Not later than the 12th anniversary of the first day of the month next succeeding the Placed in Service Date of the Project
Sales Tax Base Growth	3.0% per year, resetting each January 1 commencing January 1, 2018
Maximum Capture	<p>\$3.4 million, reduced (but not to less than \$0) by:</p> <ul style="list-style-type: none"> (a) \$1.15 for every \$1.00 of value from the net benefit of the IRB Sales Tax Exemption (b) \$1.15 for every \$1.00 of lost property tax collections (calculated at the then-current City of Prairie Village levy) resulting from actual incremental assessed valuation being less than the Incremental Property Tax Target in any year, commencing with the November 2022, valuation for the 2023 tax year. (c) Number of City Parking Stalls times the City Parking Credit (d) Any impacts from Substitute Retail Construction
Mechanics	[we'll need to work through these as we learn whether the State will subdivide the district for us along 83 rd St.]
Appropriation	STRA payments are subject to annual appropriation. The City will covenant in the Development Agreement that its official responsible for submitting the proposed budget each year to the City Council shall submit an appropriation request for estimated STRA for the subsequent year. The City Council's failure to appropriate shall not be a default under the Development Agreement.
Uses	STRA receipts may be used to reimburse hard costs only.

IRB Sales Tax Exemption	
Bonds Issued By	City of Prairie Village
Bonds Purchased By	Developer
Term	Approximately two years
Issuer Fee	The costs of issuing the IRBs paid by the Developer, including bond counsel, City financial advisor and trustee. (All costs, including Developer Admin Credit, may be netted by Developer from net benefit used to calculate STRA Maximum Capture.)
Mechanics	<ul style="list-style-type: none"> • Developer tracks purchases that otherwise would be subject to Kansas sales tax, certified by Architect, and reports such to City monthly. • Based on these amounts, City will track the net benefit of the IRB Sales Tax Exemption by taking the cumulative product of (i) purchases certified by Architect that would have been subject to Kansas sales tax and (ii) 8.975%; less Issuer Fee and Developer Admin Credit
Developer Admin Credit	2.5% of sales tax avoided.
Developer Commitments	
Construction Commencement	Developer agrees to submit a plan for development of the Project to the City for Planning Commission approval not later than 180 days following the City's adoption of the Development Agreement. Not later than one year following approval the City's full approval of such development plan, Developer will make application to the City for building permits for the Project. Construction will commence within 30 days of the City's delivery of all required building permits.
Project in Service Date	Not later than the second anniversary of the date Construction Commencement, extended as required with standard force majeure language
Minimum Private Investment	\$16 million hard costs, certified by Developer's architect, as modified by Substitute Retail Construction and Developer-Option Parking
Anti-Poaching	Existing PV retailers moving into District do not contribute to Incremental Property Tax Target. The calculation will be based upon that "poached" retailer's square footage as a percentage of total square footage of the tax parcel impacted
Additional Restrictions	
Timing of Incentive Payments	The City will not process requests for reimbursements for qualified costs until the first full month following the date on which the Developer's architect submits the final notice of substantial completion on the Project to the City
Number of Reimbursements	Not more than one per month

Restriction on Leverage	While STRA is active, Developer will not at any time permit borrowing on the Project to exceed a 50% loan-to-value ratio where value is determined by the appraised value assigned to the Project by Developer's lender. Developer shall provide such appraisal and evidence of compliance with this provision upon entering into any borrowing and upon the reasonable request of the City.
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MAYOR'S ANNOUNCEMENTS
November 6, 2017

Committee meetings scheduled for the next two weeks include:

JazzFest Committee	11/07/2017	5:30 p.m.
Board of Zoning Appeals	11/07/2017	6:30 p.m.
Planning Commission	11/07/2017	7:00 p.m.
Prairie Village Arts Council	11/08/2017	5:30 p.m.
Park & Recreation Committee	11/08/2017	6:30 p.m.
Environment/Recycle committee on Education	11/09/2017	5:30 p.m.
Council Committee of the Whole	11/20/2017	6:00 p.m.
City Council	11/20/2017	7:30 p.m.

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The Prairie Village Arts Council is pleased to feature the work of Shelley Preston & Gary Beaumont in the R.G. Endres Gallery during the month of November. The artist reception will be held at 6:30 p.m. on Friday, November 10th.

THANKS to all who participated in Peanut Butter Week, especially Jennifer Vermillion for her coordination of the event. The 2017 drive collected 483 more pounds of peanut butter than last year for a total of 3,960 pounds providing 3299 meals. Special congratulations to Briarwood Elementary who collected 1034 pounds!!!

The City will be hosting two open houses from 5 p.m. - 7 p.m. on November 14 and 16 in the Prairie Village Community Center to solicit feedback from the community on the conceptual plan for park improvements at Harmon and Santa Fe Parks

The National League of Cities Conference is November 15-18, 2017 in Charlotte, NC.

The Annual NEJC Chamber Gala will be held on Saturday, November 18 at the Overland Park Marriott.

Republic Services observes the Thanksgiving Holiday with trash services scheduled for Thursday, November 23rd and Friday, November 24th being delayed one day.

City offices will be closed on Thursday, November 23rd and Friday, November 24th in observance of the Thanksgiving holiday.

Mark your calendars for the Annual Mayor's Holiday Tree Lighting on Thursday, November 30th from 6 to 7 p.m. at Corinth Square.

Mark your calendars for the Annual Gingerbread House decorating event on Sunday, December 3rd at 1:30 p.m. at Briarwood Elementary School.

Save the Date for the 2017 Council of Mayors Holiday Social at 5:30 p.m. at the Lake Quivira Clubhouse. Please rsvp to Meghan by November 15th if you will be attending.

Save the Date for the Annual Volunteer Appreciation event on Friday, December 8th at 6:30 p.m. at the Milburn Country Club. Please rsvp to Meghan by November 30th.

INFORMATIONAL ITEMS
November 6, 2017

1. Council Committee of the Whole - October 16, 2017
2. Planning Commission Agenda - November 7, 2017
3. Board of Zoning Appeals Agenda - November 7, 2017
4. Environment/Recycle Committee Minutes - September 27, 2017
5. PV Arts Council - August 9, 2017
6. Mark Your Calendar

**COUNCIL COMMITTEE OF THE WHOLE
OCTOBER 16, 2017**

The Council Committee of the Whole met on Monday, October 16, 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, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden and Terence Gallagher.

Staff Members present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft; Public Works Director; Melissa Prenger, Senior Project Manager; Katie Logan, City Attorney; Wes Jordan, City Administrator; Lisa Santa Maria, Finance Director; Amy Hunt, Human Resources Manager and Joyce Hagen Mundy, City Clerk.

Council President Jori Nelson welcomed the returning 2016-2017 Teen Council members: Helen Sun, Scout Rice, Tyler Ruzich and Luke Hafner.

YMCA Presentation

City Administrator Wes Jordan noted that he and Alley Williams met with Jamie Parrett, Executive Director of the Paul Henson Family YMCA to talk about their operations and possible future recreational program partnerships. At that meeting, he invited Ms. Parrett to make a presentation to the City Council on their operations/programs. In attendance with Ms. Parrett was Scott Clark, Vice President of Operations for the YMCA.

Ms. Parrett provided information on the history of the YMCA which was founded in London in 1844 in response to unhealthy social conditions arising in big cities at the end of the Industrial Revolution. The YMCA was founded in the United States in 1851 by retired sea captain Thomas Sullivan for the same reasons. The YMCA of Greater Kansas City was founded in 1860 with the Paul Henson Family YMCA (formerly Johnson County branch) was founded in 1945.

This facility serves 15,000 people in Prairie Village and surrounding communities providing recreational programs, child care services and fitness facilities. They provide programming for all generations from three months of age to 100+. The YMCA is the largest child care provider in the Kansas City Metropolitan area. They also provide \$150,000 in financial assistance toward program fees to participants of their programs.

The YMCA is more than a place to get fit or swim. Every day they work to develop youth, help adults lead a balanced life and provide the aging population a place to stay connected and healthy as they age. Ms. Parrett stated their programming focuses on three areas:

- Healthy Living - providing chronic disease prevention programs.
- Youth Development - child care programs.; youth sports & swimming and adaptive programming
- Social Responsibility - providing active older adult programs. addressing exercise, diet, social activities and wellness events.

Ms. Parrett stated the YMCA actively seeks mutually beneficial partnerships that allow them to have a greater impact in the lives of residents in the community. She reviewed several partnerships that are currently in place with other entities such as Shawnee Mission Health, KU Medical Research, Global Montessori, Claridge Court and others.

Terrence Gallagher asked what kinds of programs they are looking to do in the future. Ms. Parrett replied they are interested in filling the gaps, to find out what is needed. Sheila Myers asked if there were any plans to update their facility. Ms. Parrett acknowledged that their facility is aging, but she did not know what the future held in regards to capital improvements which would require a capital fund raising campaign. Mrs. Myers asked where they drew their membership from. Ms. Parrett replied that the majority of their members live within five miles of their facility. Mrs. Myers asked how their facility compared to others in the area in relation to size. Ms. Parrett stated it is the 5th or 6th largest facility.

Brooke Morehead mentioned opportunities related to the development of Village Square such as shared use of parking facilities. Ms. Parrett indicated that their parking lot is not full and that they would be open to sharing it for special events as it does during the Prairie Village Jazz Festival.

KCP&L Infrastructure Update

Wes Jordan stated that over the past few months he and Mayor Wassmer have had several conversations with Cindy Circo, Manager of Public Affairs for KCP&L, to get information related to power outages within Prairie Village. She was always very responsive providing whatever information was available and seeking out answers that she did not have. KCP&L in an effort to improve communication and service in the Northeast Johnson County area recently met with Mayors to discuss what happened during the storms and how they are planning to address the problems that occurred.

Cindy Circo introduced other representative present from KCP&L that would be presenting information and available for questions: Tom Burke, Senior Manager Distribution Engineering; Wendy Marine, Senior Products Manager; Gary Price, Supervisor Central Design Engineering and Emeka Anyanwu, Engineering Support Director. Ms. Circo stated her role is to serve as a resource for city staff and elected officials. It is her desire to create proactive engagement as a partner with Prairie Village in matters related to KCP&L service.

Tom Burke stated that KCP&L services 3,600 miles of transmission lines and 22,700 miles of distribution lines with 400+ substations servicing 800,000+ customers within 18,000 square miles. He reviewed with the Council the outage investigation process that is followed when a customer calls their call center. They immediately review outages looking for common causes with the goal of personally telephoning the customer of their findings within 48 hours. Fifty percent of the calls received are from storm or tree related outages. Mr. Burke reviewed other common causes for outages.

KCP&L also proactively works to address problems before they result in an outage by identifying the worst performing circuits. This was done in July and followed up by an ultrasound evaluation of the backbone lines. He stated that crews will also conduct

visual patrols of lines. Historically they have focused on backbone lines but are shifting their focus to problem lateral lines. Additional resources have been allocated for repeaters. It is their goal to complete design work for the problems/areas identified by the end of the year with construction being done the first quarter of the following year.

Mr. Burke stated they also have developed a lateral improvement program that is very similar to the WPC Program, but focusing on laterals. 314 jobs have been completed under this program since 2014. Mr. Burke reviewed a map showing the lateral improvement locations addressed over the past three years.

Mr. Burke reviewed statistics from the three highest impact storms in 2017 including the number of customers impacted, duration of the event and their contracted & KCP&L manpower hours/costs for each storm. Over 400,000 customers were impacted by those three storms.

Tom Burke explained their vegetation management program that proactively addresses problems with preventative routine maintenance. This program operates on a four year cycle in urban areas. They trim approximately 250,000 trees on 3,300 miles of overhead power lines annually and remove approximately 10,000 to 25,000 trees annually. Trees are trimmed to create a ten foot safety zone. Mr. Burke noted that they field and investigate 12,000 to 15,000 customer requests annually.

Wendy Marine, Senior Products Manager, presented information on the KCP&L Clean Charge Network which is the largest electric vehicle charging station installation by an electric company in the United States. This elevates the Kansas City metro area to a top tier region for electric vehicles providing:

- 1,000 240-volt Level 2 stations and 15 direct current fast charging stations
- The capacity to charge 2,000+ vehicles at once
- Supports 12,000+ additional electric vehicles in the region.
- Eliminates range anxiety

This program benefits electric vehicle users with reliable charging opportunities and reduced costs of ownership. The general public benefits include reliable electricity at competitive rates, reduced environmental impact, increased economic development and an enhanced reputation as a forward-thinking and sustainable region.

Ms. Marine reviewed the operation of their program enumerating the following host and KCP&L responsibilities:

Host Site Responsibilities

- Provide 6 - 10 mutually agreeable parking spaces reserved for electric vehicles
- Parking spaces must have reasonable access to electrical infrastructure
- Access for KCP&L and/or its contractor to survey, design, construct and maintain EV charging stations
- Ten year term for hosting agreement
- Public access to charging stations
- Standard commercial terms. and conditions

KCP&L Responsibilities

- Install and maintain electric vehicle charging stations at no charge to host site
- Establish and maintain a charging payment system effective January 1, 2018
- Establish rates, demand side programs and V to G programs within regulatory guidelines and approvals
- Replace parking lot to substantially same condition
- 24-7 monitoring of electric vehicle charging stations
- Create and maintain an EVCS location map on mobile optimized website

Chad Herring asked if there was a shortage of these stations with vehicles having to wait to charge their vehicles. Ms. Marine replied that she is not aware of individuals having to wait, except in situations where regular vehicles were parked in the designated charging spaces. Mr. Herring asked what some of the options were for 2018 and if the charges would be the same in a commercial area as on city property. Ms. Marine replied the costs would be the same.

Jori Nelson asked if the three required locations had to be at the same site or if there could be a charging station at three different locations to meet the requirements. Ms. Marine replied they had to be at one location. Sheila Myers asked how long it takes to charge a vehicle. Ms. Marine replied that it varies depending on the type of vehicle. It could take up to five hours. Mrs. Myers asked what the cost was. Mrs. Marine responded 14 cents per kilowatt hour.

Dan Runion noted that in the past few days there has been a lot of discussion regarding coal and asked what impact that has on their plans. Ms. Marine replied that they have made a commitment and investment in wind and solar and will stand by that noting the cost involved in changing over their facilities. Tom Burke added KCP&L stands by its commitment to sustainable energy and sees no change to that stance.

Mayor Wassmer stated that it would be difficult under current parking demands for the city to give up 6 parking spaces at City Hall. However, she could see possibly two and additional stations at city parks. Cindy Circo stated this is the most economical process for installation, but she feels that they could work with the city. Mayor Wassmer confirmed that there was no longer any grant money available for 2017. Jori Nelson asked how long the installation process was. Wendy Marine stated the actual installation takes only three to five weeks. The steps leading up to the installation are the longer part of the process.

Terrence Gallagher stated that previously the city was advised that they did not have a choice in the location of the charging stations and asked if the criteria had changed. Wendy Marine replied that they are not opposed to looking at other areas.

Andrew Wang confirmed the information being presented was for information only and not for council action.

Courtney McFadden asked that when contractors are brought in how is information was relayed to them and how they make sure that records are updated accurately. Mr.

Burke responded that they operate a centralized dispatch 24/7 with workers sent to service circuits impacting the most customers first. With outside contractors there is a manual distribution of information and addresses. Mrs. McFadden asked if there were any neighborhood records that needed to be updated. Mr. Burke responded none that he was aware of.

Serena Schermoly asked for information on their oxygen program. Wendy Marine stated that the process and application is on their website. She added that this program does not directly impact service priority during a storm. This is more of a medical program and requires medical verification. The criteria for the program are in place to keep the program manageable. They have dedicated employees who communicate with these residents and check on their status. Residents are encouraged to have a backup plan in case of the loss of power as everyone becomes a priority during a storm.

Terrence Gallagher stated that he has applied to the program for 15 years and has not met the criteria. His daughter has been a life support many times, but he cannot meet the criteria for the program. There is an aging population in the city requiring medical devices and asking these residents to secure emergency backup generators is not realistic.

Mr. Gallagher asked for further information on their infrastructure assessment. Mr. Burke reported that they have looked at Prairie Village conducting an ultrasound analysis. They have currently identified three circuits that need repair/replacement located in three different neighborhoods. The design work will be done this fall with installation/construction scheduled for next summer. Mr. Gallagher noted that if the wind blows, power is lost in several areas of Ward 6 and Ward 1. This cannot continue. KCP&L has to do better. Tom Burke responded that these concerns have been noted. They are trying to address areas proactively based on the history of the area while trying to balance their resources for the most effective use of funds.

Jori Nelson asked where the three areas were. Mr. Burke replied that he would get that information to Mr. Jordan.

Discussion Related to flooding concerns in the area of 68th Street & Mission Road

Keith Bredehoeft stated that recent street and home flooding in the area of Mission Road and 68th Street due to Brush Creek and basement drain back-ups, has caused increased concerns with residents. Staff has followed up with interviews with residents, implementing a study of the area by Don Baker and talking with Johnson County Wastewater. It has been determined that many of the problems were caused by basement drain back-ups, rather than stormwater runoff. Mr. Bredehoeft introduced Stuart Lord with Johnson County Wastewater to discuss their "Back-up Prevention Program"

Mr. Lord reviewed the storms of July 26th, August 5th and August 21st. The first two storms were equivalent to a 25 year storm with the August 21st a 50 year storm. Within a period of 24 hours the storms produced 5.6", 5.7" and 7.3" respectively for a total of 18.6" of rainfall. The average rainfall for August is less than 4 inches. This is three 25+ year storm events in less than a month resulting in over 400 calls and the installation of 300 new backup prevention devices.

The existing storm sewer systems in most of Prairie Village were put in during the 40's and 50's. Mr. Lord reviewed the process for measuring flow response to rainfall. They are looking at both inflow and the infiltration of materials. In early 1980's over 300 wet weather backups were installed per year with 30 per 100 miles of sewer line. In the mid 80's and 90's, more than \$56M was spent on projects with \$11 million on private property with 16,000 private backup replaced. The department is committed to improved maintenance and cleaning of their systems.

Stuart Lord presented information on the JCW Backup Prevention Program (BUPP) which has installed backflow devices at over 1,200 residences at a cost of \$2.5M since its beginning in 1999. A map was shown of the locations of Backup Prevention Program installations in Prairie Village. All the installations are within the 435 loop where there are older systems. The bulk of the installations in Prairie Village are along Brush Creek. He stated that property owners are encouraged to perform annual checks on their system to ensure that it is working properly.

Jori Nelson asked how long the process takes once an application is filed. Mr. Lord responded that applications are processed manually by one staff person so the process takes a few weeks. He noted the information and process can be found on their website.

Dan Runion asked how the program is funded. Mr. Lord replied it is funded through JCWW fees paid by residents. Mr. Runion noted that more impervious surface is being constructed and asked if this was being considered in the program design. Mr. Lord replied that it is not and noted that sewer lines are usually the first utility to be installed in a project so they are not aware of the final construction plans.

Chad Herring asked based on the age of the system if this was a long term fix or a bandage fix. Mr. Lord replied that they do have projects currently underway to address the issues in the long term such as the Nelson Water Shed Project. They are trying to determine a priority for projects to make improvements as they can.

Brush Creek Flooding of Homes and Streets-

Don Baker, with Water Resources Solutions, reviewed a map of the 68th and Mission Road intersection noting the changes in the roadway grade add to the impact of significant rainfalls. Mr. Baker noted that during the July 26th event 4.3" of rain fell in two and a half hours and that the flood stage for 68th Street and Mission Road is at five feet.

Council President Jori Nelson noted that it was almost time for the Council meeting to begin. Mayor Wassmer stated that she would amend the Council agenda to continue this discussion immediately after consideration of the consent agenda. Sheila Myers moved to adjourn the Council Committee of the Whole meeting. The motion was seconded and passed unanimously.

Jori Nelson
Council President

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

- I. ROLL CALL
- II. APPROVAL OF PLANNING COMMISSION MINUTES - OCTOBER 3, 2017
APPROVAL OF AMENDMENT TO THE PLANNING COMMISSION
MINUTES OF AUGUST 1, 2017
- III. PUBLIC HEARINGS
- IV. NON-PUBLIC HEARINGS
 - PC2017-112 Request for Sign Approval
7501 Mission Road
Zoning: C-0
Applicant: Greg Thornhill
 - PC2017-113 Request for Site Plan Approval - Antenna
5000 West 95th Street
Zoning: C-0
Applicant: Verizon Wireless
 - PC2017-114 Request for Lot Split Approval
5014 West 68th Street
Zoning: R-1a
Applicant: Alen Townley for Moffitt Realty
- V. OTHER BUSINESS
Annual Review of Comprehensive Plan
- VI. ADJOURNMENT

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

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

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
AGENDA
NOVEMBER 7, 2017
6:30 P.M.**

I. ROLL CALL

II. APPROVAL OF MINUTES - September 12, 2017

III. ACTION ITEM

BZA2017-05 Request for a Variance from PVMC 19.06.041 "Lot Size" to
reduce the lot depth from 125' to 108.9'
5014 West 68th Street
Zoning: R-1a Single Family Residential District
Applicant: Allen Townley, Moffitt Realty

IV. OTHER BUSINESS

V. OLD BUSINESS

VI. ADJOURNMENT

If you cannot be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

PRAIRIE VILLAGE ENVIRONMENT AND RECYCLE COMMITTEE

September 27, 2017

Thomas O'Brien, for the Steering Committee, opened the meeting at 5:30 p.m.

Members attending were Tom, Karin McAdams, Devin Scrogum, Pete Jarchow, Deb English, Linda Marcusen, Penny Mahon and Al Pugsley. Alley Williams and Wes Jordan attended on behalf of the city, and Hank Potts was the guest speaker.

Guest Speaker: Hank Potts, Municipal Services Manager from Republic Services

- There are two major problems with the recycling program:
 - The market for recyclable materials is seriously reduced in recent years and brings in less revenue.
 - Shipping is difficult because of weight differences between different kinds of bundles, which need to balance on ships.
 - Plastic bottles weigh much less than they used to and still take up a lot of room.
 - Blended containers are hard to recycle and fetch low prices. Examples are plastic bottles with rings and lids that are a different kind of plastic than the body of the bottle; also there are now containers that combine foil and plastic. Windows in envelopes reduce the value of that paper. Container manufacturers could do more to make their products more recyclable.
 - Residential recycling has a lot of contamination from non-recyclable materials. Note: according to Hank, recycling from Prairie Village has very little contamination.
 - What is recyclable changes constantly, and education is difficult.
 - Blended containers and glass are especially prevalent problems.
- In answer to a question about recycling food waste, Hank was doubtful. He cited state regulations, lack of local market for animal feed and the cost of separate trucks as the main reasons.
- His advice for generally guiding people toward more responsible recycling? Encourage them to think twice before they add things to their recycling bin.

Routine Business:

The minutes from the July meeting were approved as reported.

Committee report: Education/Steering Committee:

- The Environmental Forum (note the new name) is the next event, and planning is in good shape. Reservations are coming in slowly.
- It would be legal to serve wine and beer as long as it is not sold separately.
- Not a lot of volunteers are needed, as the Broadmoor Bistro is handling most of the arrangements.

Upcoming presentation to the City Council regarding steps the city can take to reduce climate change:

- The presentation will take place at the regular council meeting on Monday, November 6.
- A subcommittee made up of Penny Mahon and Devin Scrogum is planning it and would welcome input from others.
- Three will be about 15 minutes for the presentation. It will include an oral presentation and documents.
- Devin has categorized proposed action steps by degrees of difficulty:
 - Level one, EASY, are projects that involve mainly paperwork.
 - Level two, MONEY projects, are those whose funding is already allocated.
 - Level three, NEW projects, may be challenging in terms of funding and/or effort.
- The presentation may begin with easy projects, but the documentation should include the others as well. These are, with difficulty level:
 - (1) Car charging stations, for example, the south lot at Municipal campus, pool parking lot, Public Works. Placement will be optimal if City acquires some EVs. *One/two*
 - (2) Relax the solar ordinance to make it easier for residents to install solar panels. *one*
 - (3) Green the municipal fleet with alternate fuel vehicles. *two*
 - (4) Mass transit up and down Mission Road *three - will need to work with MARC on this*
 - (5) Continue efforts to enhance pedestrian/bicycle friendliness. *one*
 - (6) Plant trees and encourage others to do so. Grants for homeowners, more trees in public spaces. *one*
 - (7) Recycling assistance for PV businesses *?*
 - (8) Alternative energy for pool complex *three*
 - (9) Alternative to chlorine at pool (bromine, salt, etc.) *two*
 - (10) White reflective roof for city buildings *two*
 - (11) Cistern to capture water rolling off city complex roofs for irrigation use *three*
 - (12) Engage Public Works on parks maintenance, use of natural products, use less gas, etc. *two*
 - (13) Hydration stations for filling water bottles instead of plastic bottles (there's an app) *two*
 - (14) Permeable paving for new parks parking areas* *two*
 - (15) Composting
- Since this effort is inspired by the wish to encourage Prairie Village to honor the spirit of the Paris Climate Accord, there are several related steps that need to be included in the presentation.
 - - (a) an overview of the Paris Accord (1 minute)
 - - (b) a review of the important entities at the municipal level: ICLEI, The Compact of Mayors, Climate Mayors, the United States Conference of Mayors. (2 minutes)
 -

- (c) history of PV's involvement including the signed compact of 2007 which resulted in geothermal for City Hall, recycling in City offices, etc. (3 minutes)
-
- (d) an overview of the impact of climate change locally through 2050 as presented at the Community Forum. (3 minutes)
-
- (e) our list of practical, concrete actions the City could/should take to (a) participate in the Mayors Climate Action and (b) to reduce greenhouse gas emissions. We should not shy away from expensive options, but also give the Council a couple of easy ones to get started with. (3 minutes)
-
- (f) ending with a reading of the resolution that we would like the Mayor to sign on behalf of PVKS and details about how the Environmental Committee will take this on so as not to consume staff time. (2 minutes)
- **Announcement:** KCPL will be present at the October 16 City Council meeting to discuss car-charging stations; apparently this effort has encountered some grid problems.

The meeting was adjourned at 7:15 p.m.

Respectfully submitted,

Karin McAdams

Prairie Village Arts Council
Wednesday, August 9, 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, Ada Koch, Betsy Holliday, Annette Hadley, Art Weeks, Julie Flanagan, Al Guarino and Julie Hassell and Stephen LeCerf, and Eric Mikkelson, city council liaison, present.

Minutes of the May 10th meeting were distributed and approved.

Eric Mikkelson reported on a very successful meeting of the planners for the Bicycle Statue. The donor, Brad Johnson, who had originally pledged \$25,000 for the statue, upon selection of the sculptor, said he would raise his sponsorship to \$40,000. The city council has pledged up to \$30,000 for preparation of the area surrounding the statue. Moving the utility box has been suggested. Art Weeks asked what the role of the arts council was in the approval of the statue. This was discussed in detail ending with Dan's assurance that "we would have input," and that we would be able to see the maquette (preliminary model, or first stage) of the statue before the artist proceeds to the next stage of modeling.

Dan delivered the August 2017 Financial Report, commenting that Republic (trash company) had added \$2000 to donations, and that First Washington (owner of Corinth and Prairie Village shopping centers) had already donated \$1,000. Although we have not yet been billed \$800 for the track lighting, our expenses are well in line with our revenue, and we should finish the year well within our projections.

Reports on the May, June and July exhibits followed.

For May, Julie and Al reported that the reception went very well. Bedford was not available to hang the exhibit (very unusual) so Julie and Al hung the art themselves.

Art Weeks reported that six items sold in the June exhibit. He remarked that he had researched the weight-bearing capacity of the shelves in our display case (they turned out to be 40 pounds...enough to support the exhibitor's pottery).

Shelly remarked that the reception for July was lightly attended, and suggested that if we were to concentrate on local artists who planned on attending the reception, our attendance would be better. She observed that accepting the work of artists who mail in their work not only produces a low turn-out for the opening, but also creates additional responsibility and work for the curator.

She suggested that we included an extra charge in Café for "wrap and return." Later in the meeting, a motion by Ada for a \$40 "charge each way" was approved for a receiving and packing charge.

Annette Hadley reported that she was ready for the reception this coming Friday, August 11th and before the close of the meeting, many council members announced that they were planning on being there to help out.

Ongoing and New Business:

Booth at Plaza Art Fair – Dan reported very good interest - \$649 income – all duckies sold.

Planning Irish Fest Booth – Julie Flanagan thanked all who were planning on helping and described the layout and art project for the booth, and perks for volunteering.

Jazz Fest ideas – Shelly will send out sign-up sheet to council members for booth hours, 4:00 to 8:00 and assignments. Julie Hassel emphasized that our booth and its location needed to be announced from the stage. Betsy and Shelly agreed. Dan will meet with Jazz Fest organizers. We will hire face painters, provide “make and take,” have art exhibit (smaller than last year) and a silent auction. No coffee this time.

2017 SOTA and Website update – like last year – hire bar and drinks for \$ at bar (no free wine) - catering for free food, if good weather in outside tent - buffet this time, no tray passing - awards in council chambers. Catering coffee bar and water.

Hang show on Monday, October 2 at 5:00 P.M.

Dan would like to have \$2,000 to upgrade website to facilitate processing “people’s choice awards” and perform email distributions. Al moves and Betsy seconds \$2,000.

Ida Koch will reach out for juror for SOTA. Plans for selection of 2018 exhibits (8 monthly spots for up to 3 artists) – Discussion of adding a “submission charge” to Café. Al moves and Shelly seconds \$20 charge. Motion passes. Recap many benefits of concentration on local/regional artists.

The meeting was adjourned at 8:15 P.M.

**Council Members
Mark Your Calendars
November 6, 2017**

- November 2017** **Shelley Preston & Gary Beaumont in the R.G. Endres Gallery**
November 7 General Election
November 10 Artist Reception in the R.G. Endres Gallery
November 14&16 Village Square at Harmon and Santa Fe Parks open houses
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
- December 2017** **Pastel Society in the R.G. Endres Gallery**
December 3 Gingerbread House event
December 4 City Council Meeting
December 6 Council of Mayors Holiday Social at Lake Quivira Clubhouse
December 8 Mayor's Holiday Volunteer Party
December 8 Artist Reception in the R.G. Endres Gallery
December 15 Employee Holiday Party
December 18 City Council Meeting
December 25 City Offices closed for Christmas Holiday
- January 2018** **Juried Photography Exhibit in the R.G. Endres Gallery**
January 2 City Council Meeting
January 12 Artist Reception in the R.G. Endres Gallery
January 15 City Offices closed for Martin Luther King, Jr. Holiday
January 16 City Council Meeting