

COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
Monday, February 05, 2018
6:00 PM

AGENDA

DAN RUNION, COUNCIL PRESIDENT

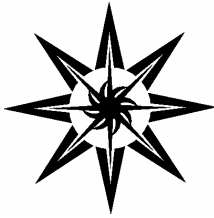
AGENDA ITEMS FOR DISCUSSION

Discussion of options for the Village Square concept as part of the update to the Harmon and Santa Fe Parks Master Plan
Keith Bredehoeft

Committee on Committees update and proposed recommendations
Jamie Robichaud

- *COU2018-06 Consider approval of the final design engineering contract with Water Resources Solutions, LLC for the Delmar and Fontana low water crossing removal and drainage project
Keith Bredehoeft
- *COU2018-07 Consider approval of an agreement with Dale Brothers for the North Park building demolition project
Keith Bredehoeft
- *COU2018-08 Consider approval of a design agreement with BBN Architects, Inc. for the design of the 2018 parks projects
Keith Bredehoeft
- *COU2018-09 Consider approval of Meadowbrook Project Construction Change Order #1 with Superior Bowen Asphalt Company for the modifications to the pond spillway outlets
Keith Bredehoeft
- *COU2018-10 Consider approval of an amendment to the Johnson County SMAC Funding Agreement for the Meadowbrook project
Keith Bredehoeft

***Council Action Requested the same night**



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 5, 2018

DISCUSS OPTIONS FOR THE VILLAGE SQUARE CONCEPT AS PART OF THE UPDATE TO HARMON AND SANTA FE PARKS MASTER PLAN

COUNCIL ACTION - Staff does not necessarily need a decision point made after one meeting, but does seek Council direction after exploring the following options as presented:

OPTIONS

Option 1- Direct staff to modify the 2009 Master Plan to the full “Village Square” concept that was presented to City Council on October 2, 2017 and presented to the public on November 14th and 16th.

Option 2- Direct staff to modify the 2009 Master Plan to a modified version that eliminates the permanent amphitheatre structure but includes the expanded seating area.

Option 3- Follow the 2009 Master Plan but include an improved performance pad as part of the skate park reconstruction.

BACKGROUND

In 2009, the City Council adopted the Parks & Recreation Master Plan, which guides the future development and enhancement of the Prairie Village City parks. For Harmon and Sante Fe Parks, the Plan identified a number of improvements including: expanding play areas including nature play, new shelters, restrooms, trails and much more. One specific improvement was to develop the amphitheatre area, creating a more permanent facility. No significant improvements outlined in the 2009 Plan have been implemented.

Included in the 2017 budget was \$50,000 to further study the concept of including a permanent amphitheatre structure and seating area creating “Village Square”. The Village Square Committee was formed to oversee this study and is comprised of Council Members Morehead, Gallagher, McFadden, Myers, two Prairie Village residents (Randy Knight and Jon Birkel), and three City Staff members (Wes Jordan, Keith Bredehoeft, and Alley Porter).

BBN Architects was selected to study how Harmon and Santa Fe parks could be modified to accommodate a permanent amphitheatre structure with expanded seating area as well as other park amenities.

To date feedback on these concepts has been received from the Village Square Committee, the Parks and Recreation Committee, the Tree Board, as well as the general public.

Two public meetings were held and were well attended. A summary of the comments that were received are attached. Of the comments received residents appear to be generally supportive of improvements in the park. Comments on the concept of a permanent amphitheatre structure were about 50% the idea for and 50% against. It is understood that this data is not necessarily representative of all Prairie Village residents but is data to help with the decision making process.

DETAILS OF OPTIONS

After the public meetings, the Village Square Committee met and discussed comments received by the public and how should the potential park improvements move forward. The Committee decided that the following options should be presented to the City Council in order to help define processes moving forward:

Option 1- Direct staff to modify the 2009 Master Plan to the full “Village Square” concept that was presented to City Council on October 2, 2017 and presented to the public on November 14th and 16th.

The most significant item to consider related to this option is to determine if the City of Prairie Village wants/needs a permanent amphitheatre structure and expanded seating area. Most of the other ideas presented in this plan are similar in concept to the 2009 Master Plan. The park shelter and play areas can be detailed when the final design project is considered for construction in the future. This Option can be constructed in phases with the following approximate costs. Phase 1- \$2,250,000, Phase 2- \$2,250,000, and Phase 3- \$700,000.

Attached are the Ballard King Market Assessment and The Sextant Group Sound and Lighting Study.

Cost Impact-

Cost of Option 1-	\$5,200,000
2009 Plan in today’s dollars-	\$3,000,000 (Excludes pool related items)
Cost more than the 2009 Plan-	\$2,200,000

Option 2- Direct staff to modify the 2009 Master Plan to a modified version that eliminates the permanent amphitheatre structure but includes the expanded seating area.

The main question related to this option is if the City of Prairie Village wants/needs an expanded seating area. A performance pad would be built and it would function similar as it does today by utilizing a temporary stage for performances. This option also requires a significant amount of this work to be completed up front as it re-grades a significant area near the existing shelter. This would have to be completed prior to the all-inclusive play area planned in the 2019 CIP. This initial project would cost at a minimum of \$2,250,000.

Cost Impact-

Cost of Option 2-	\$3,500,000
2009 Plan in today’s dollars-	\$3,000,000 (Excludes pool related items)

Cost more than the 2009 Plan- \$500,000

Option 3- Follow the 2009 Master Plan but include an improved performance pad as part of the skate park reconstruction.

The existing skate park was designed and constructed to accommodate a temporary stage for use during outdoor performances. The skate park is planned for reconstruction given its deteriorating condition and this project provides the opportunity to expand the skate park to construct a more significant performance pad. It would still function as a multi-use area but would be improved from what it is currently today.

Cost Impact-

Cost of Option 3-	Same as 2009 Plan
2009 Plan in today's dollars-	\$3,000,000 (Excluded pool related items)
Skate Park-	Possibly add up to \$50,000 for performance pad

Factors to consider-

-The 2009 Plan is a very detailed plan and includes the idea and concept to build a more formal amphitheatre facility.

-The 2009 Plan is estimated to cost \$3,000,000 in today's dollars. None of the plan changes/amenities have been budgeted for final design and construction with the exception of the All-Inclusive Play area planned for 2019.

-Options 1 and Option 2 would significantly change the 2009 Master Plan as the expanded seating area for the amphitheatre changes the site grading significantly.

RELATED TO VILLAGE VISION

2. I. Enhancing Parks and Open Space

CFS2.a. Preserve and protect natural areas.

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

ATTACHMENTS

2009 Master Plan Details
2009 Master Plan Drawing
Village Square- Option 1 and 2
Village Square- Option 3
Ballard King- Market Assessment
The Sextant Group- Sound and Lighting Study
Public Comments

PREPARED BY

Keith Bredehoeft, Public Works Director

January 31, 2018

2009 Master Plan**Individual Park Plans and Details****HARMON & SANTA FE PARKS****HARMON & SANTA FE PARKS**

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

(cont.)

Individual Park Plans and Details

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



2009 Master Plan



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



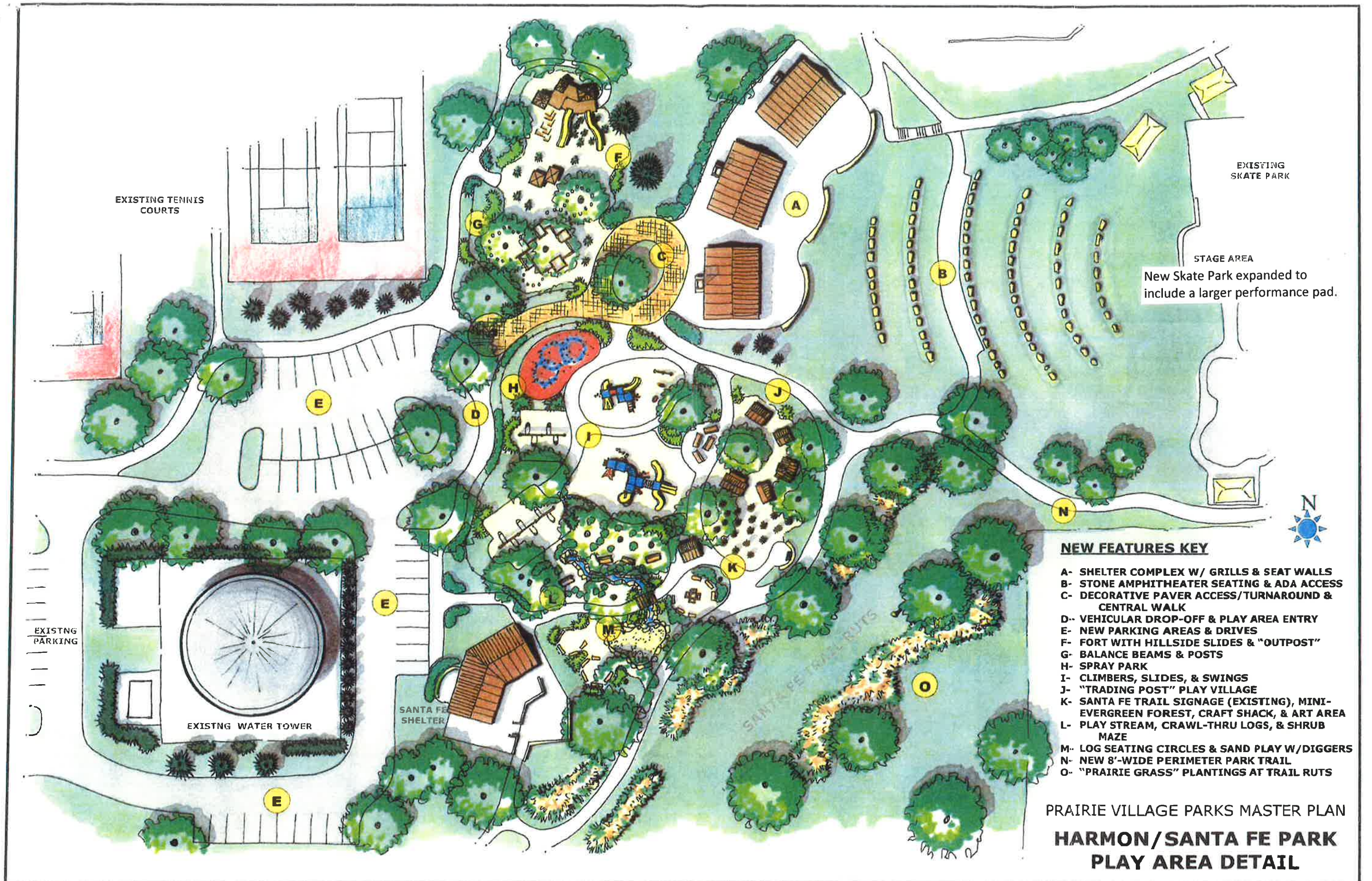
MASTER PLAN FOR THE VILLAGE SQUARE AT HARMON & SANTA FE PARKS – OPTION 1





MASTER PLAN FOR THE VILLAGE SQUARE AT HARMON & SANTA FE PARKS – OPTION 2





Option 3



Table of Contents

Section I – Executive Summary	Page 2
Section II – Key Demographic Indicators	Page 4
Section III – Arts Summary & Participation	Page 15
Section IV – Other Service Providers & Facility Considerations	Page 23
Section V – Outdoor Performance Area Operational Plan	Page 27
Appendix A – Primary Service Area Demographic Analysis	Page 36
Appendix B – Sports Participation Numbers	Page 43



Section I – Executive Summary

Ballard*King & Associates (B*K) as a subcontract of BBN Inc. and a larger project team has been hired by the City of Prairie Village. The focus of the study is to develop a master plan for Harmon and Santa Fe Parks, specifically the incorporation of an outdoor performance space into the park. B*K's tasks include conducting a market assessment, highlighting specific concerns and opportunities for an outdoor performance area, and finally developing an operational plan for the proposed facility.

It is the opinion of B*K that the City of Prairie Village is uniquely positioned to develop an outdoor performance area in Harmon and Santa Fe Parks. The demographics of the community area such where the City would realize patronage to events held at an outdoor performance area and participation in specific programming that might take place.

The demographics of the community point to an older population. Despite being older, there are at least 26% of household that has children present. The presence of a full spectrum of demographics within the community provides the City an opportunity to use the outdoor performance area as a melting pot within the community. The ability to offer events and services at one location that brings the entire community together is typically a focus of an outdoor performance area.

In addition to the age of the residents within the City, other crucial factors are the median household income, cost of living and ability/willingness to spend money on recreation-like services. Within the City, the median household income is higher than the state and national numbers, as is the overall cost of living, as indicated by the housing index. It is also important to note that residents are currently spending approximately 25% more than the national average when it comes to recreation-like services. While B*K is not suggesting that events at an outdoor performance area always have a fee attached to them, the community's ability and willingness to pay for services is important.

The City of Prairie Village does not have a traditional Parks & Recreation Department in that they contract out some of their operations. As the City looks to the future of an outdoor performance area in Harmon and Santa Fe Parks, B*K would strongly encourage the City to lean on the relationship they have established with Johnson County Parks & Recreation Department (JPCRD). JPCRD and the staff can work with the City to actively program an outdoor performance area, and do so in a cost-conscious manner.

Participation in many forms of performing arts within the United States is either maintaining current levels of participation or showing slight decreases according to the latest research produced by the National Endowment of the Arts. It is important to note that there have been slight increases in overall participation in comparison to the 2008 numbers, which included the beginning of the recession, according to the National Endowment for the Arts (NEA). These



types of programs have been eliminated within some schools, and in many instances, traditional parks and recreation departments fill this gap. The challenge, for many parks and recreation agencies, is the level of instruction that is required, which is why many agencies work with contract employees to deliver these types of services.

In many communities, there are theater and other outdoor performance groups that look for places, like an outdoor performance area, where they can conduct outdoor performances. In other communities, a park-like Harmon or Santa Fe becomes the center of festivals and celebrations, of which an outdoor performance area becomes a focal point. If the City of Prairie Village chooses to develop an outdoor performance area, they will have to combine traditional and non-traditional programming elements, which again points to the involvement of a strategic partner like JCPRD.

An important part of the study was focused on how this amenity within Harmon and Santa Fe Parks should be referenced. There are several amphitheaters in the greater Kansas City Metropolitan Area; both those spaces are significantly larger than what the City was considering. In referring to the space as an outdoor performance area, not only did the required footprint for the space shrink but so did other comparable facilities in the greater Kansas City Metropolitan Area. It is the opinion of B*K that the inclusion of such an amenity within Harmon and Santa Fe Parks is unique and creates a niche market.

A final, and significant part of the overall study was the development of an operational plan for an outdoor performance area. The goal of the City, before this study, is that any outdoor performance area operates in a cost-neutral fashion. It is the opinion of B*K that if the outdoor performance area is a rentable amenity within the City's inventory, it can be absorbed into the overall City budget and produce revenue in the form of rentals.

For purposes of this report, B*K did develop a line-item budget to provide the City an account of what the true cost of operating an outdoor performance area might entail. These numbers, again, could be absorbed into the current City budget.



Section II – Key Demographic Indicators

The following is a summary of the demographic characteristics of the City of Prairie Village which is the Primary Service Area of the study.

B*K accesses demographic information from Environmental Systems Research Institute (ESRI) who utilizes 2010 Census data and their demographers for 2016-2021 projections. In addition to demographics, ESRI also provides data on housings, recreation, and entertainment spending and adult participation in activities. B*K uses information produced by the National Endowment of the Arts (NEA) and the National Sporting Goods Association (NSGA) for additional participation statistics.

Service Areas: The primary service area of the study is the City of Prairie Village. It is reasonable to assume that individuals from up to a 15-minute drive time from Harmon and Santa Fe Parks and would use an outdoor performance area if in the park. However, for purposes of the study, only the demographics of Prairie Village were analyzed.

Primary Service Areas are defined as the distance people will travel on a regular basis (a minimum of once a week) to programs and facilities. Use by individuals outside of this area will be much more limited and will focus more on special activities or events (tournaments, etc.).

Service areas can vary in size with the types of components in a park. A park with active elements (outdoor pool, well-designed skatepark, etc.) will have a larger service area than a more passively oriented park. Specialized facilities may have a larger service area, but that service area grows in association with special events, not regular use. Service areas can flex or contract based upon a park's proximity to major thoroughfares.



Table A – Service Area Comparison Chart:

	City of Prairie Village
Population:	
2010 Census	21,477 ¹
2016 Estimate	22,293
2021 Estimate	23,377
Households:	
2010 Census	9,771
2016 Estimate	10,159
2021 Estimate	10,649
Families:	
2010 Census	5,816
2016 Estimate	5,973
2021 Estimate	6,225
Average Household Size:	
2010 Census	2.18
2016 Estimate	2.18
2021 Estimate	2.18
Ethnicity (2016 Estimate):	
Hispanic	3.8%
White	94.4%
Black	1.2%
American Indian	0.2%
Asian	1.6%
Pacific Islander	0.01%
Other	0.6%
Multiple	1.9%
Median Age:	
2010 Census	41.2
2016 Estimate	42.1
2021 Estimate	43.0
Median Income:	
2016 Estimate	\$81,169
2021 Estimate	\$90,982

¹ Between the 2000-2010 Census, the 20-minute drive time service area experienced an 8.8% increase in population.

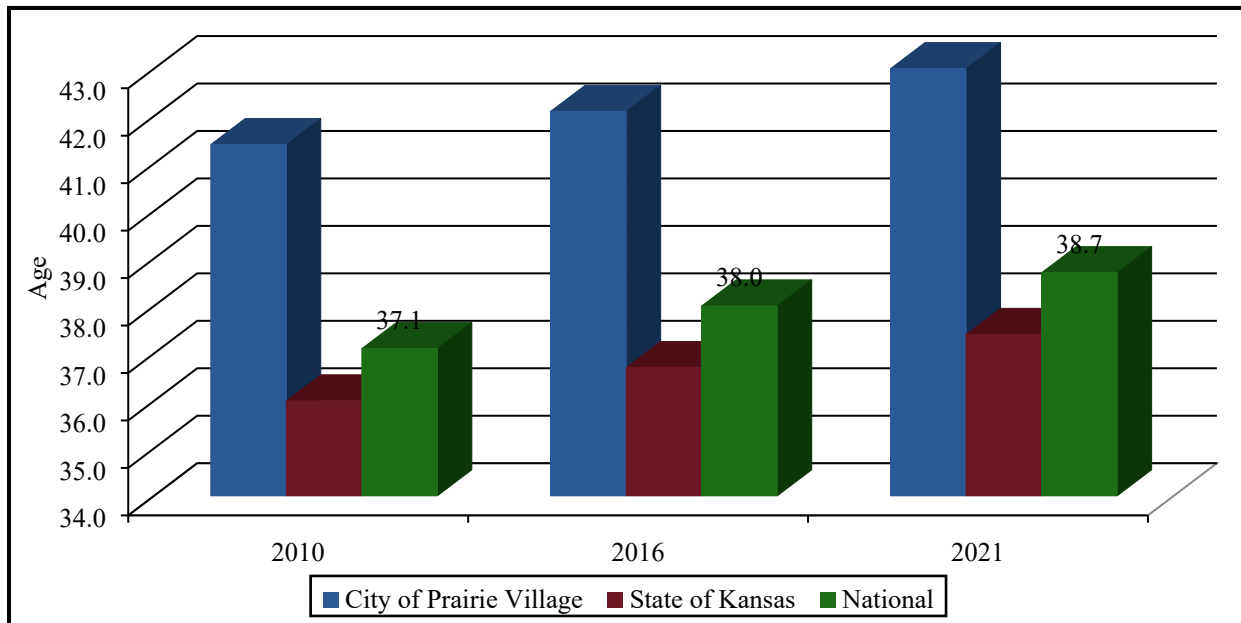


Age and Income: It is important to compare the median age and median household income levels to the national levels. Age and income are primary determiners of participation in recreation and recreation-like activities. The lower the median age, the higher the participation rates are for most activities recreation activities. The higher the median age, the greater potential for participation in arts, theater, and entertainment. The level of participation in most activities increases as the median income level goes up.

Table B – Median Age:

	2010 Census	2016 Projection	2021 Projection
City of Prairie Village	41.4	42.1	43.0
State of Kansas	36.0	36.7	37.4
National	37.1	38.0	38.7

Chart A – Median Age:



The median age in the City of Prairie Village is greater than the state and National number, while the median age in the State is lower than the National number. A higher median age points to older families, some empty nesters, and retirees. Communities with higher median age tend to be dedicated supporters of the arts.



Households with Children: The following chart provides the number of households and percentage of households in the City of Prairie Village with children.

Table C – Households w/ Children

	Number of Households w/ Children	Percentage of Households w/ Children
City of Prairie Village	2,568	26.3%

The information contained in Table-B helps further outline the presence of families with children. As a point of comparison in the 2010 Census, 33.2% of households in the State of Kansas had children present and 33.4% of households nationally.

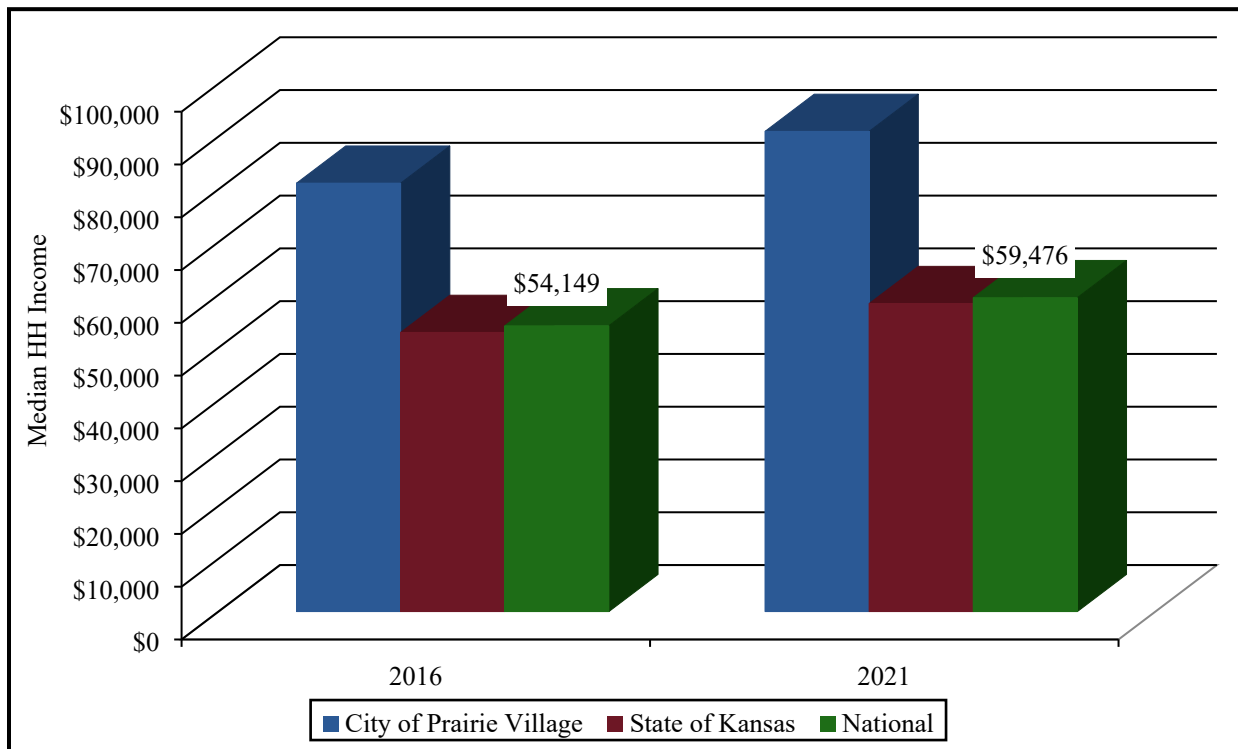
Municipal recreation departments have become outlets for families to provide arts and enrichment activities for children as many of those programs have been downsized or eliminated from schools.



Table D – Median Household Income:

	2016 Projection	2021 Projection
City of Prairie Village	\$81,169	\$90,982
State of Kansas	\$52,890	\$58,358
National	\$54,149	\$59,476

Chart B – Median Household Income:



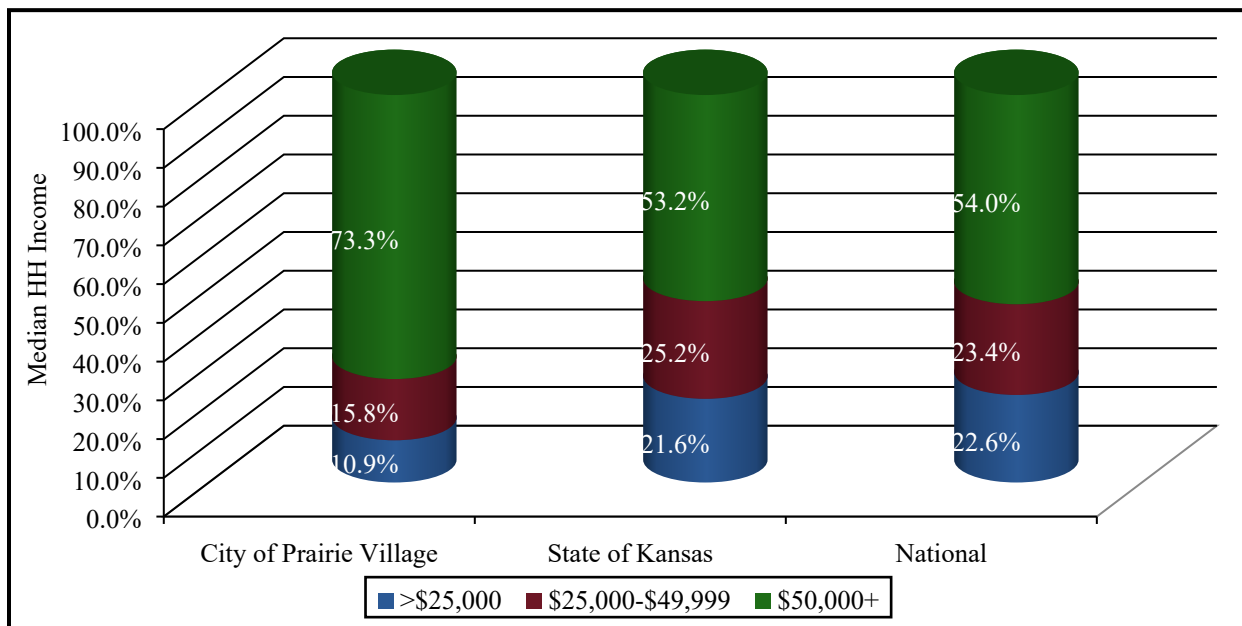


Based on 2016 projections for median household income the following narrative is available:

In the City of Prairie Village, the percentage of households with median income over \$50,000 per year is 73.3% compared to 54.0% nationally. Furthermore, the percentage of the households in the service area with median income less than \$25,000 per year is 10.9% compared to a level of 22.6% nationally.

The median income in the City of Prairie Village is significantly greater than the State and National number, while the State is lower than the National number. While there is not a perfect predictor of park and recreation facility success, the percentage of households with greater than \$50,000 median household income is a prime indicator. The income level must balance with the overall cost of living to determine ability to pay for entertainment and recreation services.

Chart C – Median Household Income Distribution





Household Budget Expenditures: In addition to studying Median Age and Median Income, it is important to examine Household Budget Expenditures. Looking at housing information; shelter, utilities, fuel and public services along with entertainment & recreation can provide a snapshot into the cost of living and spending patterns in the services areas. The table below looks at that information and compares the service areas.

Table E – Household Budget Expenditures²:

City of Prairie Village	SPI	Average Amount Spent	Percent
Housing	137	\$28,102.92	31.0%
<i>Shelter</i>	139	\$21,663.84	23.9%
<i>Utilities, Fuel, Public Service</i>	132	\$6,439.08	7.1%
Entertainment & Recreation	137	\$3,997.92	4.4%

State of Kansas	SPI	Average Amount Spent	Percent
Housing	92	\$18,767.67	30.3%
<i>Shelter</i>	91	\$14,105.67	22.8%
<i>Utilities, Fuel, Public Service</i>	96	\$4,662.00	7.5%
Entertainment & Recreation	94	\$2,734.85	4.4%

SPI: Spending Potential Index as compared to the National number of 100.

Average Amount Spent: The average amount spent per household.

Percent: Percent of the total 100% of household expenditures.

Note: Shelter along with Utilities, Fuel, Public Service is a portion of the Housing percentage.

Numbers highlighted in “green” are greater than the National SPI of 100, numbers highlighted in “red” are less.

² Consumer Spending data are derived from the 2004 and 2005 Consumer Expenditure Surveys, Bureau of Labor Statistics. ESRI forecasts for 2016 and 2021.



Chart D – Household Budget Expenditures Spending Potential Index:

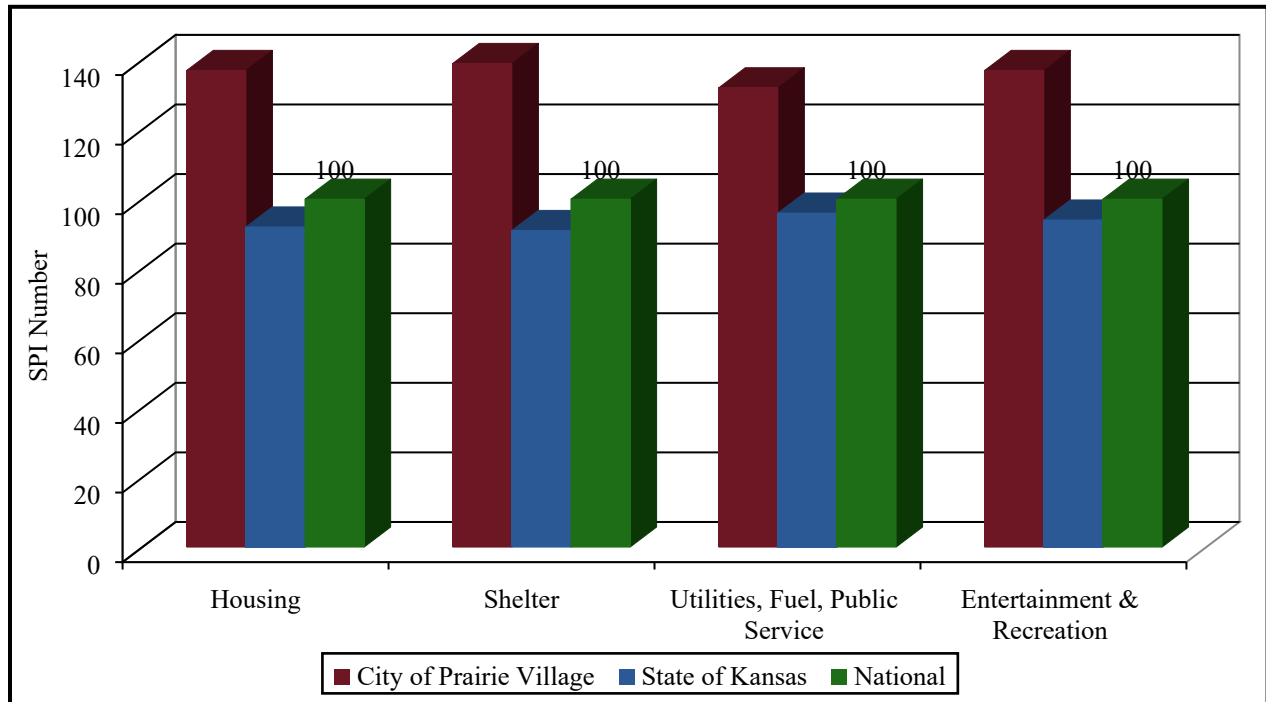


Chart D illustrates the Household Budget Expenditures Spending Potential Index in the service areas. The SPI follows a consistent pattern with median household income.

Further Narrative on Housing:

The total number of housing units in the City of Prairie Village, per the 2010 Census, is 10,227 and 95.5% of those are occupied, or 9,771 housing units. Of the vacant units (4.5%):

- 1.0%, for rent
- 0.1%, rented, not occupied
- 1.2%, for sale only
- 0.5%, sold, not occupied
- 0.6%, for seasonal/recreation/occasional use
- 0.0%, for migrant workers
- 1.0%, other vacant



Recreation Expenditures Spending Potential Index: Finally, through the demographic provider that B*K utilizes for the market analysis portion of the report, we can examine the overall propensity for households to spend dollars on recreation activities. The following comparisons are possible.

Table F – Recreation Expenditures Spending Potential Index³:

City of Prairie Village	SPI	Average Spent
Fees for Participant Sports	149	\$133.48
Fees for Recreational Lessons	146	\$179.19
Social, Recreation, Club Membership	148	\$283.40
Exercise Equipment/Game Tables	131	\$71.48
Other Sports Equipment	129	\$12.31

State of Kansas	SPI	Average Spent
Fees for Participant Sports	86	\$77.22
Fees for Recreational Lessons	84	\$102.83
Social, Recreation, Club Membership	86	\$163.85
Exercise Equipment/Game Tables	98	\$53.44
Other Sports Equipment	100	\$9.57

Average Amount Spent: The average amount spent for the service or item in a year.

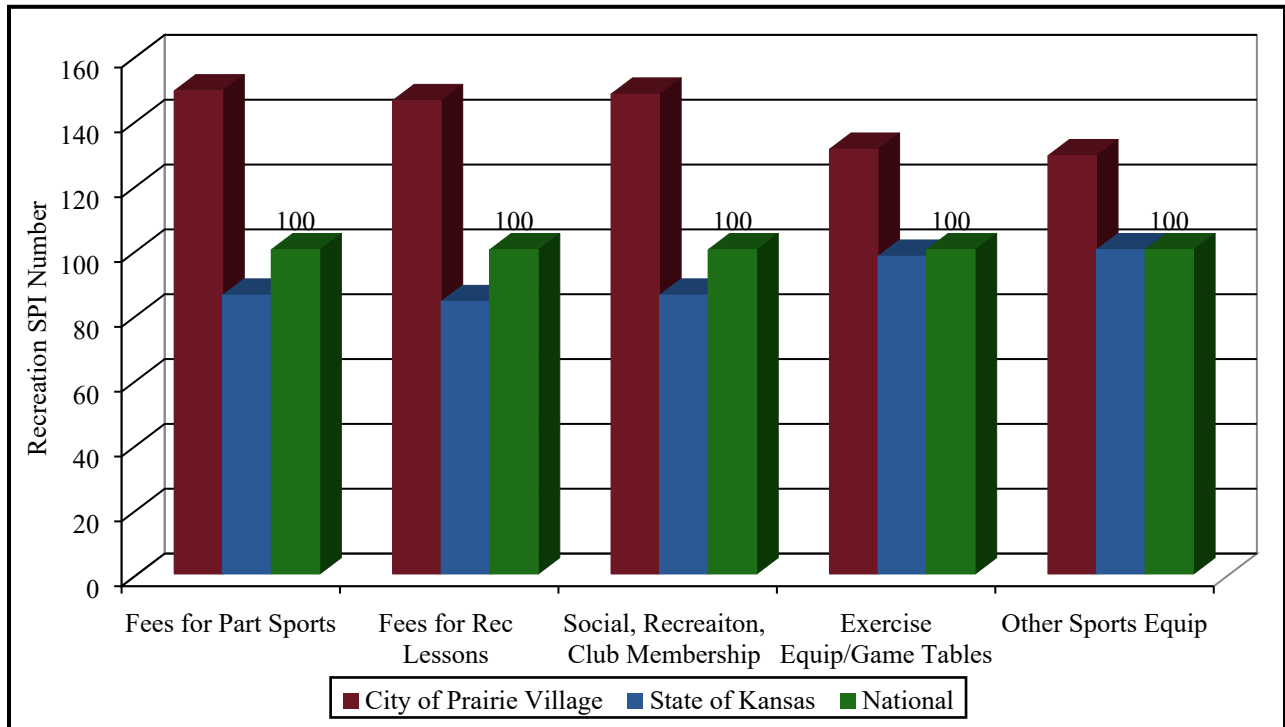
SPI: Spending potential index as compared to the national number of 100.

Numbers highlighted in “green” are greater than the National SPI of 100, numbers highlighted in “red” are less.

³ Consumer Spending data are derived from the 2006 and 2007 Consumer Expenditure Surveys, Bureau of Labor Statistics.



Chart E – Recreation Spending Potential Index:



The Spending Potential Index for Recreation is similar the Household Budgetary Spending. It is also important to note that these dollars are spent by residents within the service area. These numbers become important as a focus of the development of an amphitheater in Prairie Village is for it to be cost neutral.



Demographic Summary

The following summarizes the demographic characteristics of the service areas.

- The City of Prairie Village is a medium to small size community within Johnson County, KS.
- The median age of the City is greater than the State and National numbers. This higher median age points to the presence of families with older children, empty nesters, and retirees. These groups are “typically” active supporters of the arts and active within the community.
- While there was no secondary service area identified for the study, the development of an outdoor performance area in Harmon and Santa Fe Parks, combined with the current elements, would create a draw from outside the City.
- The median household income for the City is greater than the State and National number. This greater median household income must be balanced with the higher cost of living in the service area as well. A greater median household income points to the ability to pay for programs, services, and facilities.
- The Tapestry Segment points to a population that would be strong supporters of the arts within the City and the programming that could take place at an outdoor performance area.



Section III – Arts Summary & Participation

Participation in many forms of performing arts within the United States is either maintaining current levels of participation or showing slight decreases. It is important to note that there have been slight increases in overall participation in comparison to the 2008 numbers, which included the beginning of the recession.

It is the opinion of B*K that there are two key factors impacting the overall participation in art activities identified by the NEA, access and time. As a country, we are looking for immediate results and immediate impact. Many of the activities identified in this report require time. Time to learn the skill, perfect the skill and to devote to the overall enjoyment. Many individuals are not willing to dedicate the time needed. However, those groups that do have the time necessary to dedicate to these pursuits tend to be the 55-64, 65-74 and 75+ age groups, of which there is an abundance in the City of Prairie Village. In regards to access, schools had been a significant provider of art-related activities. However, budget cuts and increased levels of programming have led to the decline in this type of programming. In many communities parks and recreation departments have become a significant outlet for these services. For the City of Prairie Village, the development of this level of programming, in particular for youth, could create challenges specifically from a staffing and contractual perspective.

In many communities, there are theater group and other outdoor performance groups that look for places, like an outdoor performance area where they can conduct outdoor performances. In other communities, a park-like Harmon or Santa Fe becomes the center of festivals and celebrations, of which an outdoor performance area becomes a focal point. If the City of Prairie Village chooses to develop an outdoor performance area and hopes to make the amenity cost neutral, they will have to combine traditional and non-traditional programming elements.



Arts Statistics: Harmon and Santa Fe Parks benefit from some active elements; skatepark, outdoor pool, tennis courts and an adjacent high school. Participation rates for those activities and the like are provided in the appendix of this report.

For the development of an outdoor performance area, B*K is using participation statistics provided by The National Endowment for the Arts (NEA). This information is not as detailed as the information produced by the National Sporting Goods Association (NSGA), but the statistics can be utilized to help determine the market for cultural arts activities and events.

There are many ways to measure a nation or community's cultural vitality. One way is to chart the public's involvement with arts events and other activities over time. The NEA's Survey of Public Participation in the Arts remains the largest periodic study of arts participation in the United States. It tracks various art activities that Americans (aged 18 and over) report having done in a year. It also asks questions about adults' preferences for different kinds of music, and it seeks to understand participation in non-arts leisure events such as sports and exercise, outdoor activities and civic and social affairs.

The participation numbers for these activities are national numbers, and the information falls into the following categories:

- Visual & Performing Arts Attendance
- Arts Consumption Through Electronic Media
- Creating, Performing and Sharing Art
- Participation in Arts Learning Activities
- Reading and Film Attendance

For the development of an outdoor performance area, a conscious decision would have to be made by the City of Prairie Village to determine what activities and programs were offered at this location.



Visual & Performing Arts Attendance

Table L – Percentage of U.S. Adult Attending a Performing Arts Activity at Least Once in the Past 12-Months

Music	2002	2008	2012	Rate of Change	
				2002-2008	2008-2012
Jazz	10.8%	7.8%	8.1%	-3.0%	+0.3%
Classical Music	11.6%	9.3%	8.8%	-2.3%	-0.5%
Opera	3.2%	2.1%	2.1%	-1.1%	+0.0%
Latin Music	Not Asked	4.9%	5.1%	NA	+0.2%
Outdoor Performing Arts Festival	Not Asked	20.8%	20.8%	NA	+0.0%

Plays	2002	2008	2012	Rate of Change	
				2002-2008	2008-2012
Musical Plays	17.1%	16.7%	15.2%	-0.4%	-1.5%
Non-Musical Plays	12.3%	9.4%	8.3%	-2.9%	-1.1%

Dance	2002	2008	2012	Rate of Change	
				2002-2008	2008-2012
Ballet	3.9%	2.9%	2.7%	-1.0%	-0.2%
Other Dance	6.3%	5.2%	5.6%	-1.1%	+0.4%

- Following a sharp decline in overall arts attendance that occurred from 2002-2008, participation rates held steady from 2008-2012.
- Changes in the U.S. demographic composition appear to have contributed to the overall declines in performing arts attendance. Still, various subgroups of Americans have maintained or increased attendance rates for individual art forms.

The statistics do not paint a glowing picture for the support of activities that may take place at an outdoor performance area. However those numbers are holding steady. Equally important the demographic make-up of the City of Prairie Village would support this amenity.



Table M – Percentage of U.S. Adults Attending Visual Arts Activities or Events

	2002	2008	2012	Rate of Change	
				2002-2008	2008-2012
Art Museums/Galleries	26.5%	22.7%	21.0%	-3.8%	-1.7%
Parks/Historical Buildings	33.4%	24.5%	22.4%	-8.9%	-2.1%
Craft/Visual Arts Festivals	31.6%	24.9%	23.9%	-6.7%	-1.0%

Table N – Percentage of Adults Attending Live Music Performance by Genre in the Past 12-Months

Genre	Percentage
Jazz	15.9%
Latin	9.1%
Classical	18.2%
Opera	4.8%
Hymns	14.2%
Country	20.2%
Rap	8.7%
Blues	13.1%
Folk	9.8%
Pop/Rock	43.6%

- Visual arts attendance has declined significantly since 2002.
- These 10-year declines were experienced by all demographic subgroups, with one exception; the nation’s oldest Americans (75+) were more likely to attend visual arts activities than a decade ago.



Arts Consumption Through Electronic Media

Table O – Percentage of Adults Who Watched or Listened to an Arts Broadcast or Recording At least Once the Past 12-Months via TV/Radio or Internet

	TV or Radio	Internet	Both
Jazz	9.6%	5.2%	11.8%
Latin, Spanish, or Salsa	10.5%	5.4%	12.6%
Classical	11.7%	5.8%	13.6%
Opera	3.6%	1.5%	4.3%
Other Music ⁴	40.1%	24.9%	46.9%
Theater Productions (musical or stage play)	6.2%	2.1%	7.1%
Ballet, Modern, or Contemporary	3.9%	1.3%	4.5%
Other Dance Programs or Shows	8.3%	2.2%	9.2%
Programs or Info. About Visual Arts	7.6%	4.1%	9.4%
Programs or Info. About Books or Writers	7.5%	5.3%	10.0%
Other Books, Stories, or Poetry Read Aloud	3.8%	4.6%	7.1%

Table P – Percentage of U.S. Adults Who Used Mobile or Handheld Devices to Explore the Arts: 2012

	Percentage
US Adult Population Used Mobile/Handheld Device for Any Reason	53.2%
Read, Listen, Download any Novel, Short Story, Poetry or Plays	16.0%
Watch, Listen or Download Any Music	3.4%
Download or View Any Visual Arts	7.9%

- Americans were more likely to watch or listen to broadcast arts performances using traditional sources such as TV and radio than the Internet.
- Nearly half of all American adults watched or listened to a broadcast or recorded performance of rock, pop, country, folk, rap or hip-hop music in 2012.
- Over two-thirds of people watching dance performances via median in 2012 were women. Nearly three-quarters of the adult audience were 25-64.

⁴ Rock, pop, country, folk, rap or hip-hop



Creating, Performing and Sharing Art

Table Q – Percentage of American Adults Engaging in the Performing Arts: 2012

	Percentage
Play a Musical Instrument	12.1%
Play a Musical Instrument (with others)	5.1%
Do Any Acting	1.4%
Do Any Social Dancing	31.6%
Do Any Formal Dancing	5.1%
Perform or Practice Singing	8.7%
Do Any Singing w/ Other People	6.8%

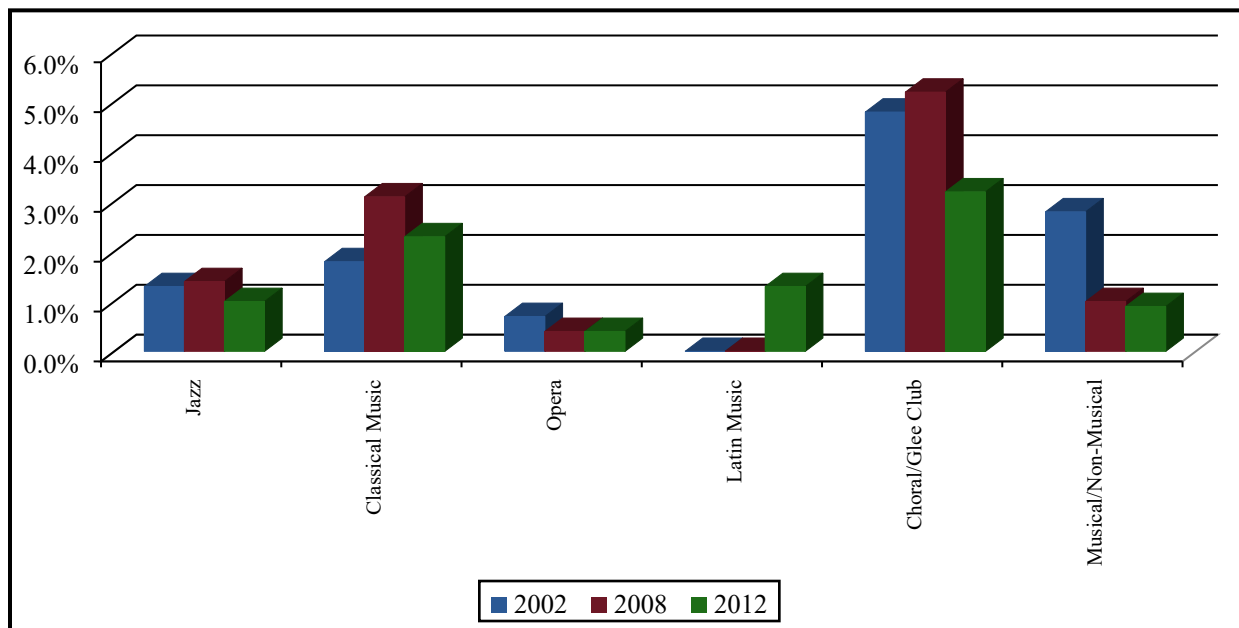
- Social dancing is the most common way Americans performed art in 2012, followed by playing a musical instrument.
- Women are more likely than men to dance. The rates of dance participation are highest for young adults (18-34) and increase with educational level and family income.



Table R – Percentage of Adults Who Practiced or Performed Music of Various Types

Practiced or Performed	2002	2008	2012	Rate of Change	
				2002-2008	2008-2012
Jazz	1.3%	1.4%	1.0%	+0.1%	-0.4%
Classical Music	1.8%	3.1%	2.3%	+1.3%	-0.8%
Opera	0.7%	0.4%	0.4%	-0.3%	+0.0%
Latin Music	N/A	N/A	1.3%	N/A	N/A
Choral or Glee Club	4.8%	5.2%	3.2%	+0.4%	-2.0%
Musical or Non-Musical	2.8%	1.0%	0.9%	-1.8%	-0.1%

Chart J – Percentage of U.S. Adult Population Attending Arts Performances:



- The percentage of American adults who performed or practiced jazz, classical music or opera has not changed much since 2002.
- The percentage of people in a choral or glee club or who performed in a musical or non-musical stage play has declined since 2002.



Section IV – Other Service Providers & Facility Considerations

Other Providers:

It is important as a function of the master plan to identify other facilities that exist within the market. Conducting such an identification process not only determines the available market but begins to outline the desire for similar facilities and services within the area.

Two significant providers of amphitheater and theater like services within the greater Kansas City area are:

- Shawnee Mission Park, Theater in the Park – Operated by Johnson County Parks & Recreation.

<https://www.theatreinthepark.org/>

- Swope Park, Starlight Theatre – Operated by Kansas City Parks & Recreation.

<https://www.kcstarlight.com/>

Both of these facilities are what B*K would refer to as high-level theater operations, with dedicated staffing, large facilities, and significant infrastructure. B*K, as part of the project team, is not recommending that the City of Prairie Village pursue a facility of this nature. Harmon and Santa Fe Parks have neither the space available nor the infrastructure to support such an amenity. However, B*K would suggest that the support of two large venues of this nature, in relative proximity, points to the support of performing arts in the greater Kansas City Area.

Not only does Johnson County operate Theater in the Park, but they have renovated and opened the King Louie building into the Johnson County Arts & Heritage Centers. B*K was involved with the development of the most recent Johnson County Parks & Recreation Master Plan. A key finding within that plan is that JCPRD is a significant provider of arts and enrichment services. As the City of Prairie Village contemplates the development of an outdoor performance area, engaging JCPRD to determine how they may assist with programming that location would be a logical step. In addition to JCPRD, the City of Overland Park and the City of Lenexa have significant arts and enrichment program offerings that should be considered when developing a program for this facility.



Other communities, not in Johnson County that have developed outdoor amphitheaters that would attract larger audiences than those intended for Harmon and Santa Fe Parks include:

- Grandview Amphitheater, Grandview, MO. This amphitheater is not adjacent to but near the City's community center. This facility is one of the newest in the metro area and as you can see from their website, is focused on festivals and becoming a destination venue.

<http://www.grandviewamp.com/>

- Legacy Park Amphitheater, Lee's Summit, MO. This amphitheater is adjacent to Legacy Park Community Center. The park is significantly larger than Harmon and Santa Fe Parks and includes multiple baseball, softball and soccer fields.

<http://cityofls.net/Parks/Facilities/Legacy-Park-Amphitheater>

- Gladstone Amphitheater, Gladstone, MO. This amphitheater is comparable to both that of Grandview and Legacy but also incorporates some of the high-level amenities of that in Swope Park and Shawnee Mission Park.

<http://gladstonetip.com/>

- Linden Square at Gladstone Village Center, Gladstone, MO. Located adjacent to City Hall and the Gladstone Community Center, this is the most similar to Harmon and Santa Fe Parks' situation. Linden Square features a covered raised concrete stage adjacent to a paved area for seating and an ice rink during the winter months. Given its similarities, B*K recommends consulting with the City of Gladstone when Prairie Village is ready to develop the program for its outdoor performing area.

<https://www.lindensquare.info/>



Facility Considerations:

Of the parks within the City of Prairie Village inventory, Harmon and Santa Fe Parks are the most centrally located. Because of the central location and the proximity to auxiliary facilities like City Hall, it is a natural location for an outdoor performance area. That being said it does come with some challenges in regards to its activity level and location that the City and consulting team will need to consider:

- Activity Level. Harmon and Santa Fe Parks are very active parks.
 - The outdoor swimming pool is a significant draw for patronage and parking throughout the summer. While this is weather dependent, similar to the outdoor performance events, there will need to be significant coordination between what is taking place at the pool and the outdoor performances to not overwhelm parking.
 - The tennis courts are another very active amenity within the park. For some years, the NSGA was illustrating significant drops in tennis participation and all racquet sports. However, as Baby Boomers are retiring and the reintroduction of pickleball as a mainstream sport, participation in all racquet sporting, including tennis, are on the rise. This again will point to an overall plan for scheduling and what is taking place in the park to accommodate parking.
 - The skatepark is another active amenity. According to the NSGA, overall participating in skateboarding and inline roller skating has dropped in the past ten years and shows no indication of changing direction. At the time of this study, the City was soliciting proposals for the replacement of this well-used amenity within the park.
 - City Hall. While not an active park element, the adjacency of City Hall and the business that takes place there Monday-Friday needs to be considered with overall traffic patterns and use patterns if an outdoor performance area is developed in the park.
- Location. In the renderings, B*K has reviewed the proposed location of the outdoor performance area will be near the center of the park. Loading and unloading equipment used during an event will be facilitated at the terrace staging area between the outdoor performance area and the existing parking lot. This arrangement will offer convenient access to the Performance Pavilion while allowing for ample space for staging equipment and temporary tents for the entertainers.



- Seating. B*K would not suggest the installation of fixed seating or bench seating associated with the outdoor performance area. Seating would adversely impact the flexibility of the open green space and would likely draw the unwanted interest of nearby skaters. ADA accessible will be provided in the paved area surrounding the Performance Pavilion and along the west side of the grass seating area with wider sidewalks.
- Power. Access to power for both the outdoor performances' sound and lighting needs is a significant topic of discussion. The master plan assumes that the necessary conduit will be installed during the first phase of construction to minimize the level of disruption experienced in the second phase when the outdoor Performance Pavilion is constructed. Details on the sound and lighting expectations may be found in this master plan's memorandum from the Sextant Group.
- Outdoor Performance Pavilion. Similar to the stage size currently used for the JazzFest, the planned footprint is the size for the Performance Pavilion is 30' x 60'. This will include a raised concrete stage and an open structure that will accommodate fixed lighting and sound equipment.



Section V – Outdoor Performance Area Operations Plan

A key component of the master plan and the recommendation to develop an outdoor performance area is that such an operation would be revenue neutral. B*K interprets revenue neutral as meaning that the annual operating cost associated with the operation of the outdoor performance area would be offset by revenue generated from the facility. B*K believes that the City can generate a significant amount of revenue through rentals and private events at the outdoor performance area. However, if one factors that revenue and the cost associated with the delivery of a full slate of community events, B*K does not believe that the amphitheater will be a revenue neutral operation. The inclusion of strategic partners like JCPRD, which already have staff devoted to these pursuits, is a smart decision and begins to close any operational deficit gap.



Outdoor Performance Area Assumptions

The following assumptions have been made in the development of the outdoor performance area operational plan:

- The market within the City will not change drastically in the next 3-5 years, nor will the number of alternative service providers in the 15-minute drive time.
- The City will rent out the outdoor performance area in-house similar to the community center and other shelters. It is anticipated with the continued relationship with JCPRD they will provide programs to the community using that space.
- The performance area will be available for rentals as weather permits, 9-months per year.
- The park, specifically the skate park, will be reconfigured to make loading in and loading out performances and special event equipment as easy as possible.
- The cost associated with mowing and grounds upkeep around the outdoor performance space will be absorbed within the current budget for Harmon and Santa Fe Parks.
- The primary source of revenue associated with the facility will be through private event rental fees.



Community Asset

In the research that B*K completed for this project, most of the communities considered the size of outdoor performance space proposed in this master plan, a community asset. Which is to say it is a location within the community where the City focuses programming efforts that bring the community together. The outdoor performance spaces were typically associated with other municipal buildings, and while they did generate some revenue with their operation, revenue generation was not the sole focus.

In locating an outdoor performance space within Harmon and Santa Fe Parks, the City would effectively couple the operation of the outdoor performance area with the park and other City facilities including pool, city hall, and community center. The benefit of coupling the operations together is that much of the infrastructure needed is already in place, decreasing the overall development cost. The challenge of coupling the operations together is the use of one can sometimes hinder the use of others. This is particularly true when it comes to parking.

If the City is focused on having an outdoor performance area as something that generates revenue, it will require significant coordination of programming efforts and operations of the amenities within the park. The City will need to establish orders of priority between when the timing of an outdoor performance would interfere with other amenities within the park. Given the likelihood that most outdoor performances will occur in the evening hours or on the weekends, these conflicts should be relatively limited.



Programming Opportunities

The consulting team developed a list of programming opportunities that could take place at the outdoor performance area. The following information takes the list that was originally developed in conjunction with the Village Square Committee and further defines if they are a potential revenue generating opportunity, educational/enrichment opportunity, or community outreach/community building.

1. Currently taking place in Prairie Village

- a. Jazz Festival
- b. VillageFest

Both events currently take place at Harmon and Santa Fe Parks. The master plan's improvements, including the outdoor performance pavilion, expanded seating area and the sound and lighting will not only enhance the Jazz Festival experience but also reduce the cost to put on the event. The proposed Park Pavilion, restrooms and play areas planned for the park will only raise the quality of this event that typically stretches over the two parks.

2. The following is a list of public events and outdoor performances that could take place at an outdoor performance area in Harmon and Santa Fe Parks. The focus of these events would be to improve the sense of community within the City, which is to say they do not have a high revenue potential. If any of these events already take place within Prairie Village, there may be an opportunity to develop strategic partnerships for their delivery at Harmon and Santa Fe Parks.

- a. Performances
 - i. Summer Concert Series
 - ii. SM East High School
 - iii. Movies in the Park
 - iv. Watch Parties
 - v. Battle of the Bands
- b. Public Events
 - i. Art in the Park
 - ii. East Egg Hunt
 - iii. Oktoberfest
 - iv. Book Trail
 - v. Trunk-O-Treat
 - vi. Pumpkin Carving Contest



- vii. Christmas Tree Lighting/Meet Santa
- viii. Memorial Day Dedication
- ix. BBQ Event
- x. Groundhog Day Event
- xi. Shamrock Trail (St. Patrick's Day)
- xii. Get Out & Play Day (inflatables)
- xiii. Community Club Extravaganza

The biggest challenge with outdoor performances and public events, as one can see by the list, is the challenge of offering a full program, while doing so economically. For the outdoor performances and events, B*K believes that the City could leverage existing relationships and form new ones to deliver those services. Consideration should be given to when and what type of festivals are provided by the surrounding areas.

- 3. Private events and rentals are an area where the City could make significant revenue from the use of the outdoor performance area.
 - a. Weddings
 - b. Birthday Parties
 - c. Corporate Picnics
 - d. Family Picnics

The benefit of these revenue generating opportunities is that they merely require a staff member to schedule the facility, collect the rental fee and coordinate with the renter of the space, similar to how the Community Center operates.



Expense Projections

In developing expense projections for the outdoor performance area, B*K is using the best information available at the time. It is also important to note that we are taking a conservative approach to the plan. The following plan focuses on the private events and rental market that the City would tap into with the development of an outdoor performance area. It does not account for any expenses or revenues generated from the Jazz Festival, VillageFest, Outdoor Performances, or other Public Events to this location. B*K would suggest that those events fall within a separate line item for the City and that the outdoor performance area would merely be a host location for them.

Personnel	
Current Staff ⁵ :	\$6,240
Total	\$6,240

B*K believes that if the outdoor performance area is used as a venue within the private events and rental market, those reservations and coordination efforts can be absorbed through currently staffing levels within the City. Such a rental would be handled in the same fashion as a Community Center rental.

At the current time, the city is considering the possibility of delegating all parks' programming efforts to Johnson County Parks and Recreation (JCPRD). However, if the City must provide such a position, one (1) additional full-time staff will be required.

⁵ This assumes that the City currently pays a staff member approximately \$41,600 per year. That person would spend approximately 15% of their time handling reservations and other activities around the outdoor performance area.



Commodities & Contractual Obligations	
Supplies	\$500
Non-Capital Items	\$1,000
Rental	\$1,000
Special Services	\$1,000
Maintenance of Structure	\$1,500
Advertising	\$1,000
Total	\$6,000

- The rental line item could fluctuate, but also be a re-charge back to individuals renting items for special events they have at the amphitheater.
- The advertising line item could fluctuate depending upon how aggressively they market the outdoor performance area to the public for rental and private events.
- Supplies, Non-Capital Items, and Special Services are associated with any City programming that may take place at the facility.

Capital Allocation	
Replacement Fund	\$1,000
Total	\$1,000

- B*K would recommend allocating dollars on an annual basis for capital replacement at the outdoor performance area. Beyond the physical structure, the other items that this could entail would be cement work, plantings, and sound system replacement. There is no exact science with this facility type to calculate a capital replacement allocation. However it is a best practice to begin the process of allocating dollars early in the lifecycle of the facility. This will develop a reserve for sound system and lighting.

Expenses	
Staffing	\$6,240
Commodities	\$6,000
Capital	\$1,000
Total	\$13,240



Revenue Projections

Like with expense projections, B*K uses the best information available at the time the revenue projections are developed. For purposes of this report, B*K has taken a more aggressive approach to the development of revenue projections.

Rental Rates – for purposes of this study, B*K would recommend looking at the amphitheater regarding a half-day rental or full-day rental space, no different than the Community Center or a shelter rental. It is not uncommon for a more sophisticated shelter space to rent for \$50/hour, as such the rental rates below are based on a ½ day and full day rental, with the full day rental receiving a slight discount

- Half Day Rental Rate (4 hours): \$200
- Full Day Rental Rate (8 hours): \$375

Half Day Rental Annual Revenue Projection: \$3,600⁶

Full Day Rental Annual Revenue Projection: \$4,200⁷

Total Revenue Generation via Rental: \$7,800

⁶ 18 rentals over the course of the calendar year, or one every other week for the 36-week season.

⁷ 12 Rentals over the course of a year or season.



Revenue/Expense Comparison:

Potential Year 1 Operations	
Expenses	13,240
Revenues	7,800
Difference	(5,440)
Cost Recovery Percentage	58.9%

It is not uncommon for recreation amenities like an outdoor performance space to see a 5-7% increase in revenue generation in years 1-3 of operation before tapering off to more modest and static growth. Conversely, expenses tend to show minor growth of 1-2% for amenities like an outdoor amphitheater with significant increases via capital improvement.

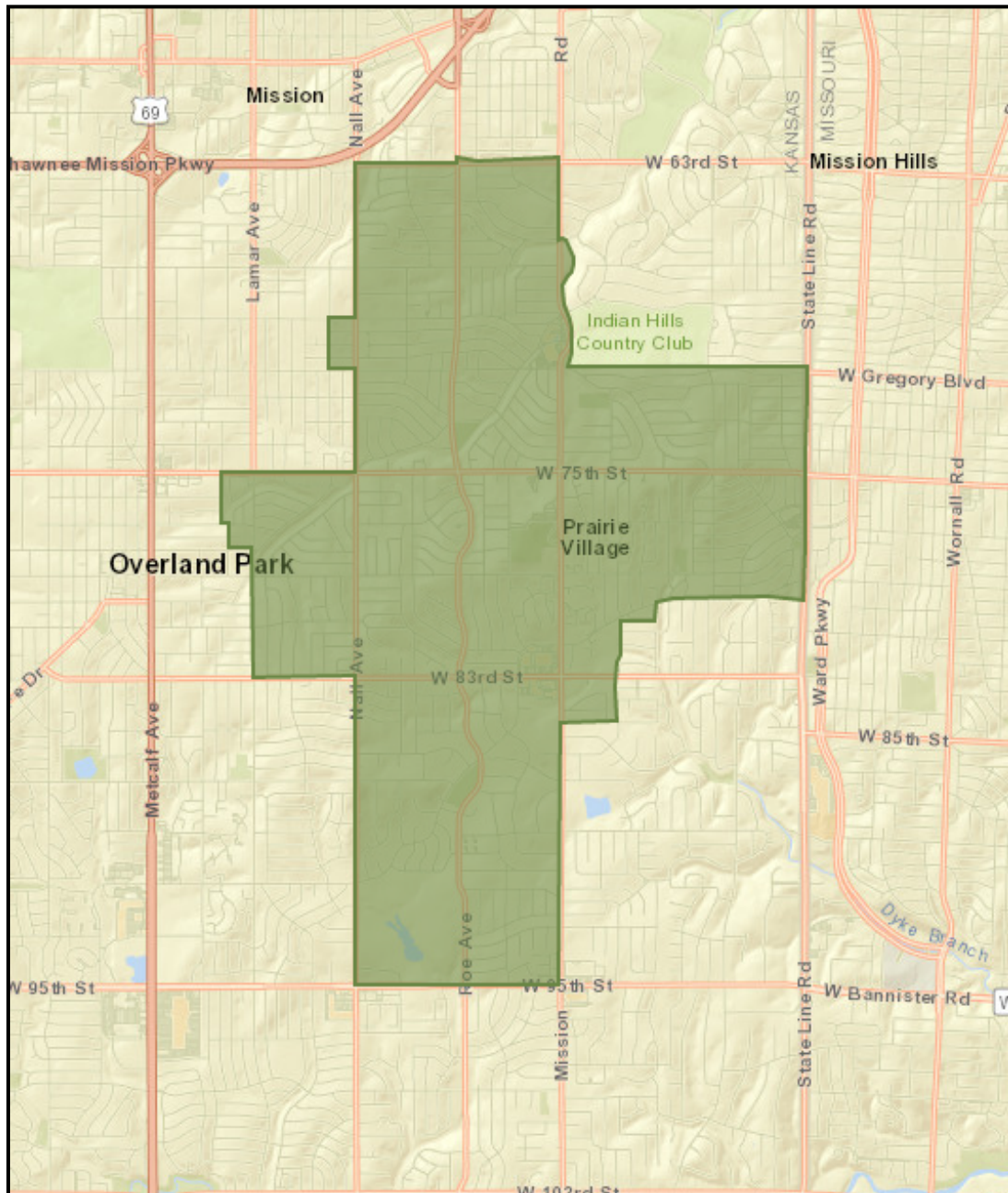
It is also important to note that the expense of the staffing position in the operations analysis is already being absorbed by the City.



Appendix A – Primary Service Area Demographic Analysis

Primary Service Area Description – The City of Prairie Village boundaries.

Map A – Primary Service Area Map:





Population Distribution by Age: Utilizing census information for the Primary Service Area, the following comparisons are possible.

Table A – 2016 Primary Service Area Age Distribution

(ESRI estimates)

Ages	Population	% of Total	Nat'l Population	Difference
-5	1,254	5.6%	6.2%	-0.6%
5-17	3,176	14.1%	16.5%	-2.4%
18-24	1,506	6.7%	9.9%	-3.2%
25-44	5,977	26.8%	26.3%	+0.5%
45-54	2,795	12.6%	13.3%	-0.7%
55-64	3,127	14.0%	12.8%	+1.2%
65-74	2,251	10.1%	8.8%	+1.3%
75+	2,211	9.9%	6.3%	+3.6%

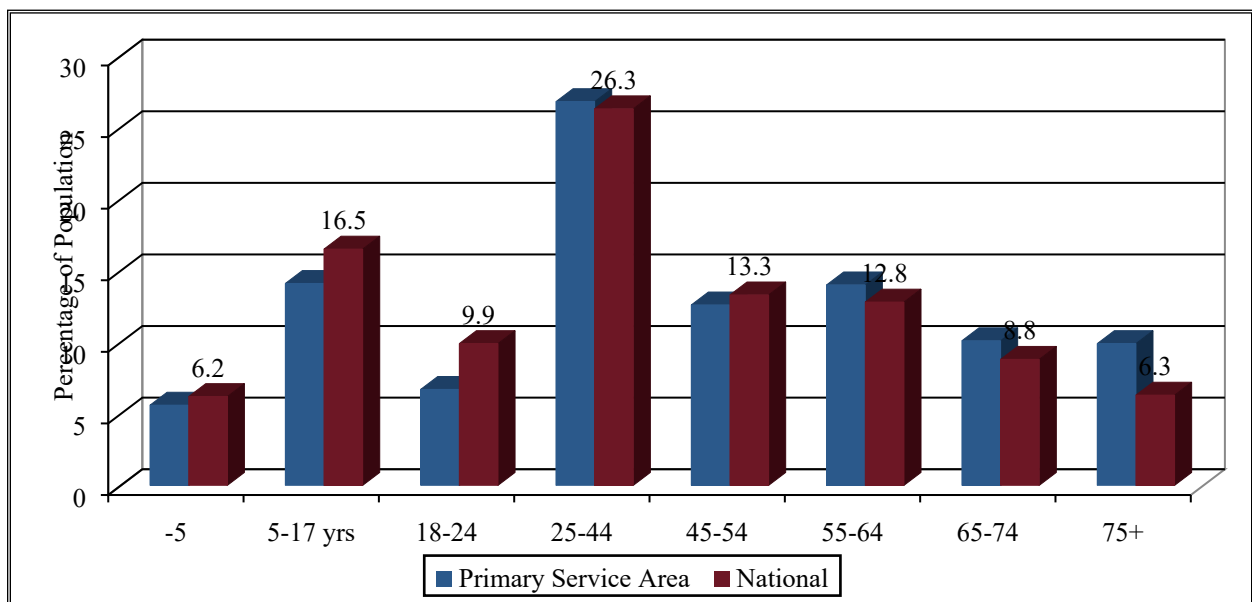
Population: 2016 census estimates in the different age groups in the Primary Service Area.

% of Total: Percentage of the Primary Service Area/population in the age group.

National Population: Percentage of the national population in the age group.

Difference: Percentage difference between the Primary Service Area population and the national population.

Chart A – 2016 Primary Service Area Age Group Distribution





The demographic makeup of the Primary Service Area, when compared to the characteristics of the national population, indicates that there are some differences with an equal or larger population in the 25-44, 55-64, 65-74 and 75+ age groups and a smaller population in the -5, 5-17, 18-24 and 45-54 age groups. The largest positive variance is in the 75+ age group with +3.6%, while the greatest negative variance is in the 18-24 age group with -3.2%.

It is also important to note that the age categories of 55-64, 65-74 and 75+ are groups that are common participants and patrons for activities and outdoor performances that would take place in or around an outdoor performance area.



Population Distribution Comparison by Age: Utilizing census information from the Primary Service Area, the following comparisons are possible.

Table B – 2016 Primary Service Area Population Estimates

(U.S. Census Information and ESRI)

Ages	2010 Census	2016 Projection	2021 Projection	Percent Change	Percent Change Nat'l
-5	1,320	1,254	1,297	-1.7%	+1.9%
5-17	3,180	3,176	3,283	+3.2%	+0.5%
18-24	1,074	1,506	1,458	+35.7%	+0.4%
25-44	6,096	5,977	6,299	-3.3%	+9.6%
45-54	3,105	2,795	2,726	-12.2%	-8.8%
55-64	2,836	3,127	3,123	+10.1%	+18.2%
65-74	1,671	2,251	2,768	+65.6%	+56.2%
75+	2,165	2,211	2,422	+11.9%	+27.1%

Chart B – Primary Service Area Population Growth

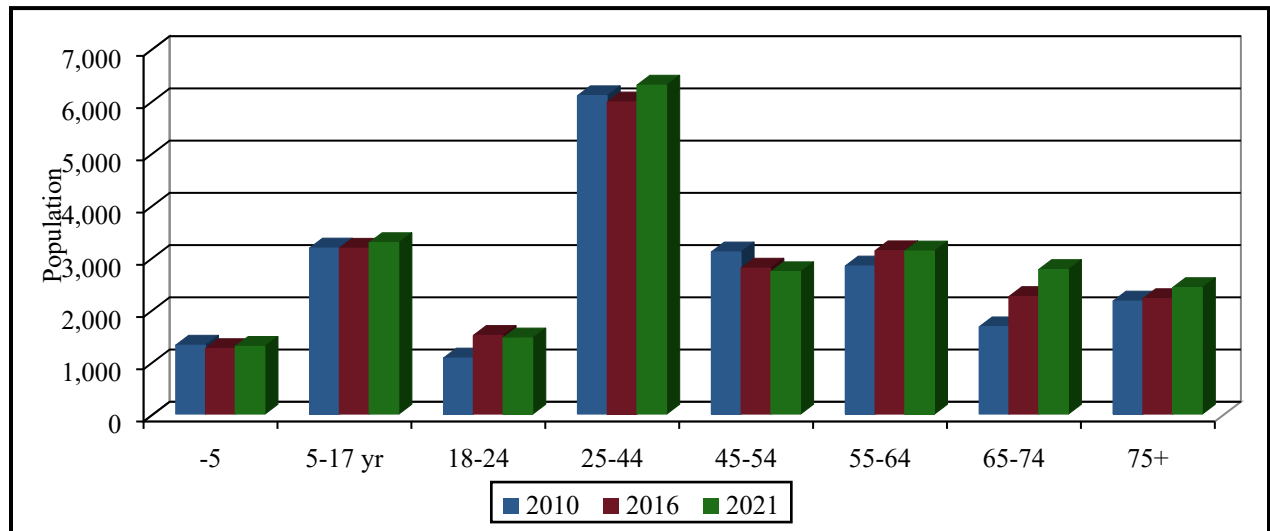


Table B, illustrates the growth or decline in age group numbers from the 2010 census until the year 2021. It is projected that over half of the age groups will experience an increase, with -5 and 25-44, and 45-54 experiencing a decrease. The population of the United States is aging and it is not unusual to find negative growth numbers in the younger age groups and significant net gains in the 45 plus age groupings in communities which are relatively stable in their population numbers.



Ethnicity and Race: Below is listed the distribution of the population by ethnicity and race for the Primary Service Area for 2016 population projections. Those numbers were developed from 2010 Census Data.

Table C – Primary Service Area Ethnic Population and Median Age 2016

(Source – U.S. Census Bureau and ESRI)

Ethnicity	Total Population	Median Age	% of Population	% of KS Population
Hispanic	851	29.2	3.8%	11.9%

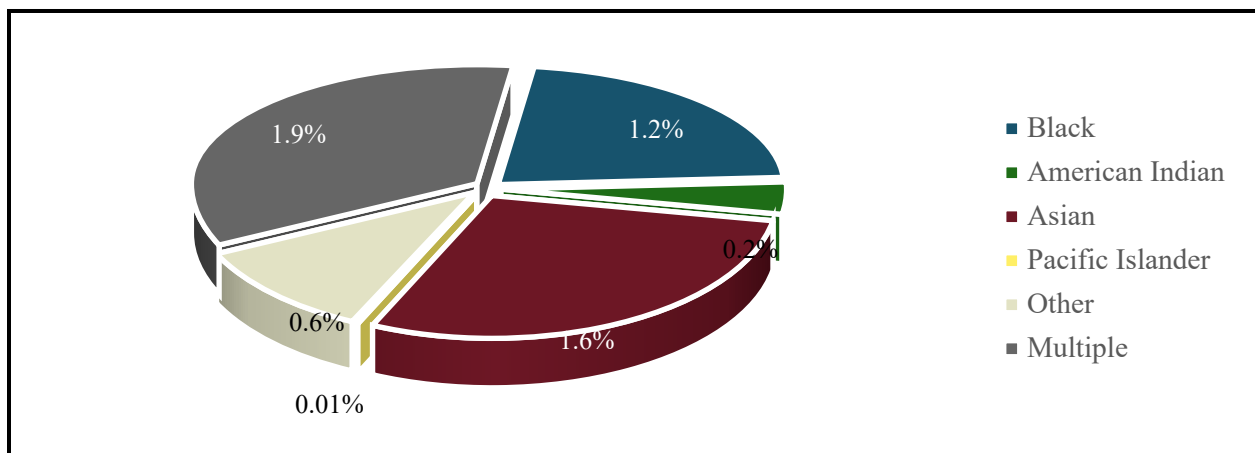
Table D – Primary Service Area Population by Race and Median Age 2016

(Source – U.S. Census Bureau and ESRI)

Race	Total Population	Median Age	% of Population	% of KS Population
White	21,040	43.1	94.4%	82.2%
Black	272	36.0	1.2%	6.1%
American Indian	52	40.9	0.2%	1.0%
Asian	365	38.5	1.6%	2.9%
Pacific Islander	2	50.0	0.01%	0.1%
Other	128	31.4	0.6%	4.3%
Multiple	433	19.5	1.9%	3.4%

2016 Primary Service Area Total Population: 22,293 Residents

Chart C – 2016 Primary Service Area Non-White Population by Race





Tapestry Segmentation

Tapestry segmentation represents the 4th generation of market segmentation systems that began 30 years ago. The 67-segment Tapestry Segmentation system classifies U.S. neighborhoods based on their socioeconomic and demographic compositions. While the demographic landscape of the U.S. has changed significantly since the 2000 Census, the tapestry segmentation has remained stable as neighborhoods have evolved.

The value of including this information for the Service Areas is that it allows the organization to understand better the consumers/constituents in their service areas and supply them with the right products and services.

The Tapestry segmentation system classifies U.S. neighborhoods into 65 individual market segments. More than 60 attributes including; income, employment, home value, housing types, education, household composition, age and other key determinates of consumer behavior are used to identify neighborhoods.

The following pages and tables outline the top 5 tapestry segments in each of the service areas and provides a brief description of each. This information combined with the key indicators and demographic analysis of each service area help further describe the markets that the Primary and 20-Mintue Drives looks to serve with programs, services, and special events.

For comparison purposes, the following are the top 10 Tapestry segments, along with percentage in the United States. The Primary and Secondary Services may or may not reflect these segments:

1. Green Acres (6A)	3.2%
2. Southern Satellites (10A)	3.2%
3. Savvy Suburbanites (1D)	3.0%
4. Salt of the Earth (6B)	2.9%
5. Soccer Moms (4A)	<u>2.8%</u>
	15.1%
6. Middleburg (4C)	2.8%
7. Midlife Constants (5E)	2.5%
8. Comfortable Empty Nesters (5A)	2.5%
9. Heartland Communities (6F)	2.4%
10. Old and Newcomers (8F)	<u>2.3%</u>
	12.5%



Table E – Primary Service Area Tapestry Segment Comparison

(ESRI estimates)

	Primary Service Area		Median Age	Median HH Income
	Percent	Cumulative Percent		
In Style (5B)	47.3%	47.3%	41.1	\$66,000
Emerald City (8B)	17.3%	64.6%	36.6	\$52,000
Exurbanites (1E)	10.5%	75.1%	49.6	\$98,000
Retirement Communities (9E)	6.5%	81.6%	52.0	\$35,000
Top Tier (1A)	6.2%	87.8%	46.2	\$157,000

In Style (5B) – Married couples, primarily with no children or single households. Actively support the arts, theater, concerts, and museums.

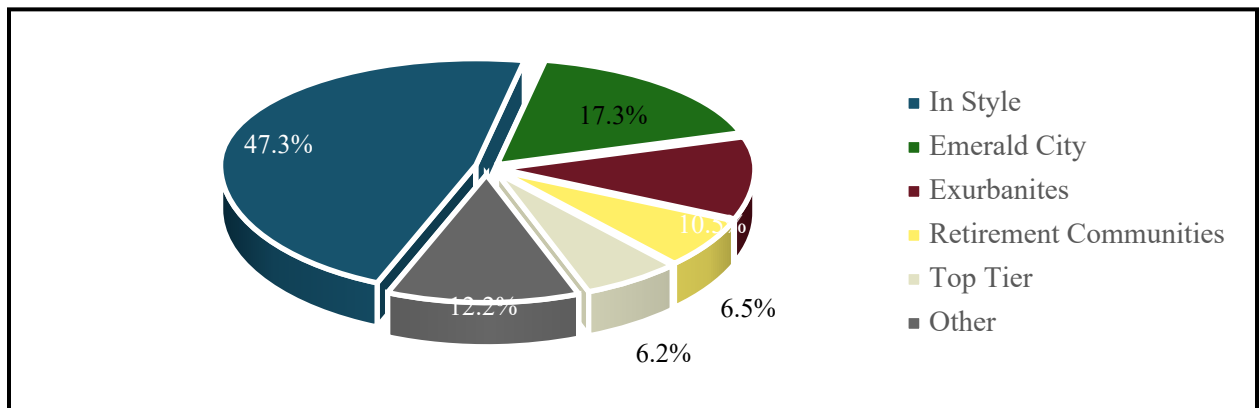
Emerald City (8B) – These are mostly older, established neighborhoods. There is a significant Hispanic (10.5%) population. They read magazines and books on a tablet, sometimes while exercising at home.

Exurbanites (1E) – A larger market of empty nesters, married couples with no children. They are active supporters of the arts and public television/radio.

Retirement Communities (9E) – Small household size; most residents have outlived their partners and live alone. There is a significant Hispanic (10.6%) population. Entertainment preferences: bingo, opera and theater.

Top Tier (1A) – Neighborhoods are older and located in the suburban periphery of the largest metropolitan areas. They frequently visit day spas and salons, use dry cleaning services, and exercise at exclusive clubs.

Chart D – 2016 Primary Service Area Non-White Population by Race





Appendix B – Sports Participation Numbers

In addition to analyzing the demographic realities of the service areas, it is possible to project possible participation in recreation and sport activities.

Participation Numbers: On an annual basis, the National Sporting Goods Association (NSGA) conducts an in-depth study and survey of how Americans spend their leisure time. This information provides the data necessary to overlay rate of participation onto the Primary Service Area to determine market potential.

Ballard*King & Associates (B*K) utilizes the National Sporting Goods Association (NSGA) which develops a “Sports Participation in the United States.” For purposes of the study, B*K is utilizing the 2016 Edition.

“Sports Participation in the United States” is a research study designed to measure the number of individuals seven years of age or older who participated in each of the numbers of different sports/recreational activities within the previous year.

The study results are based on approximately 35,000 individuals who are ages 7 and older.

In order to ensure returns were representative of the U.S., the data was weighted to represent the demographic composition of the U.S. based on the following characteristics: state of residence, household income, and population density.

B*K takes the national average and combines that with participation percentages of the Primary Service Area based upon age distribution, median income and region. Those four percentages are then averaged together to create a unique participation percentage for the service area. This participation percentage when applied to the population of the Primary Service Area then provides an idea of the market potential for various activities.

The list of activities that have been identified could take place at a student-focused recreation facility along with unique activities as identified by the client.



Community Recreation Related Activities Participation: These activities are those which could take place at an indoor sports complex.

Table A – Recreation Activity Participation Rates for the Primary Service Area

Activities	Age	Income	Region	Nation	Average
Aerobic Exercising	15.2%	17.7%	15.6%	15.5%	16.0%
Basketball	7.5%	10.4%	7.5%	8.5%	8.5%
Exercise Walking	37.4%	38.6%	41.1%	36.6%	38.4%
In-Line Roller Skating	1.5%	2.4%	1.0%	1.7%	1.6%
Running/Jogging	14.0%	18.7%	16.6%	15.3%	16.2%
Skateboarding	1.6%	2.1%	1.7%	1.9%	1.8%
Swimming	15.1%	19.8%	17.5%	15.9%	17.1%
Tennis	4.1%	6.9%	3.6%	4.4%	4.8%

	Age	Income	Region	Nation	Average
Did Not Participate	22.9%	19.3%	17.2%	22.1%	20.4%

Age: Participation based on individuals ages 7 & Up of the Primary Service Area.
Income: Participation based on the 2015 estimated median household income in the Primary Service Area.
Region: Participation based on regional statistics (West North Central).
National: Participation based on national statistics.
Average: Average of the four columns.



Anticipated Participation Numbers by Activity: Utilizing the average percentage from Table-A above plus the 2010 census information and census estimates for 2016 and 2021 (over age 7) the following comparisons can be made.

Table B – Participation Rates Primary Service Area

Activities	Average	2010 Part.	2016 Part.	2021 Part.	Difference
Aerobic Exercising	16.0%	3,145	3,286	3,452	+307
Basketball	8.5%	1,669	1,744	1,832	+163
Exercise Walking	38.4%	7,558	7,897	8,295	+737
In-Line Roller Skating	1.6%	324	338	355	+32
Running/Jogging	16.2%	3,177	3,320	3,487	+310
Skateboarding	1.8%	360	376	395	+35
Swimming	17.1%	3,358	3,509	3,685	+327
Tennis	4.8%	935	977	1,026	+91

Indoor Activity	Average	2010 Part.	2016 Part.	2021 Part.	Difference
Did Not Participate	20.4%	4,010	4,190	4,401	+391

Note: These numbers do not necessarily translate into attendance figures for various activities or programs. It should also be noted that the “Did Not Participate” statistics refers to all 55 activities outlined in the NSGA 2015 Survey Instrument.



Participation by Age Group: The following chart takes the activities that could take place at an indoor sports complex and identifies the top 3 age ranges from the NSGA survey with the highest rate of participate in the activity.

Table C – Sports Participation Summary

Sport	1st Highest	2nd Highest	3rd Highest
Exercise Walking	55-64	65-74	45-54
Swimming	7-11	12-18	35-44
Aerobic Exercising	25-34	35-44	18-24
Running/Jogging	18-24	12-17	25-34
Basketball	7-11	12-17	18-24
Tennis	12-17	25-34	7-11
Skateboarding	7-11	12-17	18-24
In-Line Roller Skating	7-11	12-17	18-24

For a facility of this nature to be successful at Southwest Technical Community College it is important to focus on activities that would experience significant student participation AND activities that community members would participate in.



Summary of Sports Participation: The following chart summarizes participation in both indoor and outdoor activities utilizing information from the 2015 National Sporting Goods Association survey.

Table D – Sports Participation Summary

Sport	Nat'l Rank⁸	Nat'l Participation (in millions)	Primary %
Exercise Walking	1	106.3	38.4%
Swimming	3	46.3	17.1%
Aerobic Exercising	4	45.1	16.0%
Running/Jogging	5	44.5	16.2%
Basketball	14	24.8	8.5%
Tennis	21	12.8	4.8%
Skateboarding	40	5.7	1.8%
In-Line Roller Skating	45	4.9	1.6%

Nat'l Rank: Popularity of sport based on national survey.
Nat'l Participation: Percent of population that participate in this sport on national survey.
Primary %: Ranking of activities based upon average from Table-L.

In addition to examining the participation numbers for various indoor activities through the NSGA 2015 Survey and the Spending Potential Index for Entertainment & Recreation, B*K can access information about Sports & Leisure Market Potential. The following information illustrates participation rates for adults in various activities in the Primary Service Area.

⁸ This rank is based upon the 55 activities reported on by NSGA in their 2015 survey instrument.



Table E – Market Potential Index for Adult Participation in Activities

Adults participated in:	Expected Number of Adults	Percent of Population	MPI
Aerobic Exercise	1,808	10.1%	119
Basketball	1,231	6.9%	83
Jogging/Running	2,897	16.2%	123
Swimming	3,166	17.7%	115
Tennis	826	4.6%	117
Walking for Exercise	5,751	32.2%	120

Expected # of Adults: Number of adults, 18 years of age and older, participating in the activity in the Primary Service Area.

Percent of Population: Percent of the service area that participates in the activity.

MPI: Market potential index as compared to the national number of 100.

This table indicates that the overall propensity for adults to participate in the various activities listed is greater than the national number of 100 in 12 of 18 activities in the Primary Service Area. Typically, lack of facilities and inability to pay are factors impacting participation.



Below are listed those sports activities that would often take place either in an indoor student-focused facility, or near, and the percentage of growth or decline that each has experienced nationally over the last 10 years (2006-2015).

Table F – National Activity Trend (in millions)

	2006 Participation	2015 Participation	Percent Change
Running/Jogging	28.8	44.5	+54.5%
Aerobic Exercising	33.7	45.1	+33.8%
Tennis	12.3	12.8	+23.1%
Exercise Walking	87.5	106.3	+21.5%

	2006 Participation	2015 Participation	Percent Change
Basketball	26.7	24.8	-7.1%
Swimming	56.5	46.3	-18.1%
Skateboarding	9.7	5.7	-41.2%
In-Line Roller Skating	10.5	4.9	-53.3%

2015 Participation: The number of participants per year in the activity (in millions) in the United States.

2006 Participation: The number of participants per year in the activity (in millions) in the United States.

Percent Change: The percent change in the level of participation from 2006 to 2015.



Table G – Participation History (participation in millions)

	1990	1995	2000	2005	2010	2015
Aerobic Exercising	23.3	23.1	26.7	33.7	38.5	45.1
Basketball	26.3	30.1	27.1	29.9	26.9	24.8
Exercise Walking	71.4	70.3	81.3	86.0	95.8	106.3
In-Line Roller Skating	3.6	23.9	21.8	13.1	7.4	4.9
Running/Jogging	23.8	20.6	22.8	29.2	35.5	44.5
Skateboarding	7.5	4.5	9.1	12.0	7.7	5.7
Swimming	67.5	61.5	58.8	58.0	51.9	46.3
Tennis	18.4	12.6	10.0	11.1	12.3	12.8

MEMO

TO: Scott Bingham, BBN Architects
FROM: Norm Russell
DATE: September 7, 2017
PROJECT: Prairie Village
RE: Village Square Lighting and Sound Systems



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PERFORMANCE PAVILION

The Performance Pavilion will accommodate a variety of public activities associated with a destination public locale. The installed lighting and sound systems will enhance the experience and flexibility of the Performance Pavilion as a key element of Prairie Village's Village Square concept.

Sound System

The outdoor sound system will serve the diverse needs of private parties, special interest public activities and large scale public events.

Event Type and Related Sound System Components

Private	<ul style="list-style-type: none">◆ Six full range loudspeakers for background music and voice reinforcement covering the building floor plan
Public Events	<ul style="list-style-type: none">◆ Six medium output, full range loudspeakers provide sound reinforcement to the open areas immediately to the east and west of the Performance Pavilion◆ Electronic switching allows the loudspeakers to be used in sub-groups as required to provide coverage for the entire area, or a special event occurring only to the east or west of the structure
Performances	<ul style="list-style-type: none">◆ The loudspeakers will cover the east Terrace Staging Area for up to 100 attendees or west Grass Seating area for up to 500 attendees◆ Sub-woofer loudspeakers augment the sound system for performance oriented events
Festivals	<ul style="list-style-type: none">◆ Contracted production sound systems will accommodate large festival events◆ In ground pathways accommodate the setup of temporary production equipment

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Memo To: Scott Bingham, BBN Architects
 From: Norm Russell
 Date: September 7, 2017
 Project: Prairie Village



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There are multiple components provided to accommodate the different event types. The core of the sound system is the amplifiers and control electronics that allow for flexible, repeatable configurations with minimal staff support. A control system will recall preset configurations to accommodate the following:

- Simple 'plug and play' use for basic private or public events, or
- Recall configurations for medium sized performances, or Village Square events.

The amplifiers and switching electronics are permanently located on site for ease of use. An easy to use control panel will allow for city personnel to recall the appropriate configuration as required.

In ground pathways provide for the safe routing of cabling. The pathways are created by trenching the path and direct burial of conduits to allow installation of temporary cables.

The following summarizes the planned audiovisual systems for this space:

Planned Sound System Components	
Loudspeakers	<ul style="list-style-type: none"> ◆ Six background loudspeakers for background music or announcements ◆ Six medium output loudspeakers ◆ Four medium output sub-woofers
Input Sources	<ul style="list-style-type: none"> ◆ Four hand held microphones ◆ Auxiliary inputs
Electronics	<ul style="list-style-type: none"> ◆ Amplifiers ◆ Automated audio mixer & signal processor
Control	<ul style="list-style-type: none"> ◆ Centralized control system featuring a wired touch panel interface
Infrastructure	<ul style="list-style-type: none"> ◆ Equipment housing, in ground conduit and junction boxes
Portable Equipment Option	<ul style="list-style-type: none"> ◆ Portable sound mixer and powered monitors to accommodate small to medium sized performances

Design Note

The signal processor will be configured to provide preset configurations that include the ability to preset loudspeaker, and limit the maximum possible sound pressure level the system can produce to manage potential disturbance of neighboring locations.



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Lighting System

The base outdoor lighting system will serve the diverse needs of private parties, special interest public activities and large scale public events. Smaller scale events and performances will be supported, but larger scale performances will require additional equipment to supplement the base lighting system.

Event Type and Related Lighting System Components	
Private	<ul style="list-style-type: none"> General illumination over the Performance Pavilion areas within 15' of the platform on the East and West sides.
Public Events	<ul style="list-style-type: none"> General illumination over the Performance Pavilion p areas within 15' of the platform on the East and West sides, with additional flood lighting on the West side.
Performances	<ul style="list-style-type: none"> Small audience events play to the East or to the West with no additional performance lighting equipment. Larger audience events play to the West with supplementary equipment.
Festivals	<ul style="list-style-type: none"> Contracted production lighting systems will accommodate large festival events using the base system with extensive supplementary equipment. In ground cable pathways accommodate the setup of temporary production equipment

The base lighting system consists of architectural luminaires, stage lighting luminaires, power panels, and a digital control system. Luminaires will be installed on the Performance Pavilion and on standards surrounding the West audience areas. Lighting presets will be programmed for simple recall at an intuitive touchscreen that does not require a light board operator. For regularly scheduled events, some lighting presents may be operated via an astronomical time clock.

For larger scale performance events, a Company Switch is included. This switch provides electrical service for supplementary lighting equipment.

A Front-Of-House control/mix position will be provided on the West Side approximately halfway between the Performance Pavilion and the back row of the audience area. This position will provide power and receptacles to temporarily locate lighting (and sound) controls for live mix.

In ground pathways will be provided for the safe routing of temporary cabling at the perimeter of the audience areas, by trenching and direct burial conduits as previously described for the sound system.

The following summarizes the planned lighting system for this space:

Memo To: Scott Bingham, BBN Architects
From: Norm Russell
Date: September 7, 2017
Project: Prairie Village



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Planned Lighting System Components

Luminaires	<ul style="list-style-type: none">◆ 18 architectural luminaires◆ 36 stage lighting luminaires◆ 24 audience area standard mount floodlights
Power Panel	<ul style="list-style-type: none">◆ 48 20A 120V relay controlled load circuits◆ 200A Company Switch
Control	<ul style="list-style-type: none">◆ Network based DMX distribution, 48 switches◆ Touchscreen◆ Receptacles for portable stage lighting control console
Infrastructure	<ul style="list-style-type: none">◆ Power and data receptacles about the Performance Pavilion◆ In ground conduit and junction boxes

PHASED INSTALLATION

Following is a summary of installation planning for Performance Pavilion sound and lighting systems to be coordinated with a three phase installation of the Pavilion.

Phase 1

This initial phase will be limited to a concrete pad to be installed at the Performance Pavilion location. The pad will serve as a meeting, presentation, and limited performance area, and as a foundation for portable stages. Sound and lighting system components will be limited to trenching and installation of in-ground pathways, pull boxes, and a vault distribution point.

Phase 2

The complete Performance Pavilion will be constructed. Sound and lighting systems will be installed on and in this structure to provide the functionality described herein.

Phase 3

Regarding sound and lighting systems, no additional construction/installation is planned for this phase, but additional portable stage lighting luminaires are provided and a portable stage lighting control console are added to the existing system. This portable equipment package is only recommended if larger performances occur more frequently. Consideration should be given to the maintenance and storage of this equipment

IMPACT ON JAZZFEST

The Performance Pavilion and the sound and lighting technical systems will allow the annual JazzFest Concert to reduce the total quantity of equipment that the event requires. Please refer to the attached JazzFest Production Contract copies

Memo To: Scott Bingham, BBN Architects
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from the 2016 JazzFest event that have been marked, highlighting the equipment that would not be required at each phase.

Note that the completed Performance Pavilion sound and lighting systems will allow the JazzFest group, and other performance and presentation events, to reduce their dependency on rented equipment. However, we believe that it is not feasible for the City to purchase the types and quantities of equipment to fully support all of these events. Each event has its own approach that requires specific types and quantities of sound and lighting equipment. To support any and all events with City provided equipment will require a large capital expenditure and significant ongoing management and maintenance costs.

We suggest that a robust infrastructure for sound and lighting systems be provided for the Performance Pavilion with sufficient connectivity to allow a wide variety of equipment to be used with the facility. That is the basis of design that we have used as our guide in developing these.

The primary goal is to make the Performance Pavilion responsive to the Village Square concept, providing sound and lighting systems that support and enhance all of the activities that the City envisions for this facility.

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City of Prairie Village, KS

Village Square Outdoor Sound System

Preliminary Planning-- Base-Building--		Phase 1		
Technology Systems Opinion of Probable Cost				
Item / Description	Unit Qty	Price/U \$	Extension \$	Totals \$
Name: Performance Structure				
Base-Building Products				
Ceiling Support Infrastructure for Audiovisual Components	6	250	1,500	
Attachment point for outdoor loudspeaker	6	350	2,100	
2" galvanized conduit, buried	100	30	3,000	
Large pull box	2	700	1,400	
				8,000
Technology Systems OPC (Base-Building) Totals				
			Total Equipment	8,000
			Installation Materials	400
			Total Equipment and Installation Materials	8,400
			Installation Labor	1,400
			Grand Total (Base-Building)	9,800

City of Prairie Village, KS

Village Square Outdoor Sound System

Preliminary Planning-- FF&E --		Phase 2		
Technology Systems Opinion of Probable Cost				
Item / Description	Unit Qty	Price/U \$	Extension \$	Totals \$
Name: Performance Structure				
Sound Reinforcement System				
Handheld Cardioid Microphone and 25' Cable - Basic	4	125	500	
Fixed Architecture Audio DSP Matrix	1	2,000	2,000	
Mic Stands, Cables, etc.	2	300	600	
1000W/8 Ohm Stereo Audio Amplifier	3	2,550	7,650	
8" 2-Way Surface-mount Passive Loudspeaker Pair with Wall Mounts - Advanced	6	635	3,810	
15" Medium Output Outdoor Loudspeaker	2	875	1,750	
15" Medium Output Outdoor Subwoofer Loudspeaker	2	975	1,950	
				18,260
Control System				
Control System Processor - Very Small	1	1,000	1,000	
Control System Touch Panel - 7"	1	1,800	1,800	
				2,800
Rack, Panels, Misc.				
Custom Rack Mount Solution	1	250	250	

City of Prairie Village, KS

Village Square Outdoor Sound System

Preliminary Planning-- FF&E --		<i>Phase 2</i>		
Technology Systems Opinion of Probable Cost				
Item / Description	Unit Qty	Price/U \$	Extension \$	Totals \$
Name: Performance Structure				
Custom I/O Panel	2	250	500	
Cable, Terminations, Cable Dressing, Labels, Ties	1	950	950	
Outdoor Equipment housing	1	2,000	2,000	
				3,700
Technology Systems OPC (FF&E) Totals				
			24,760	24,760
			1,238	
Total Equipment and Installation Materials				25,998
			4,333	
Software Programming			1,238	
Total Labor				5,571
				31,569
				Grand Total (FF&E)

City of Prairie Village, KS

Village Square Outdoor Lighting System

Preliminary Planning-- Base-Building-- Technology Systems Opinion of Probable Cost			<i>Phase 1</i>	
Item / Description	Unit Qty	Price/U \$	Extension \$	Totals \$
Name: Performance Structure				
Base-Building Products				
Trenching	375	8	3,000	
6" Data PVC conduit	375	2	750	
12" Power PVC conduit	375	4	1,500	
Pull box, in, out, and through cable pulls	24	175	4,200	
Home run vault	1	875	875	
				10,325
Technology Systems OPC (Base-Building) Totals				
			10,325	10,325
			516	
				10,841
				14,500
				25,341
				Grand Total (Base-Building)

Note: Estimate does not include trenching to nearest power source.

City of Prairie Village, KS

Village Square Outdoor Lighting System

Preliminary Planning-- Base-Building-- Technology Systems Opinion of Probable Cost			<i>Phase 2</i>	
Item / Description	Unit Qty	Price/U \$	Extension \$	Totals \$
Name: Performance Structure				
Base-Building Products				
Dimming - 48 circuit power panel	1	10,000	10,000	
Dimming - 200A Company Switch	1	6,500	6,500	
Control - Lighting network rack + controls	1	18,500	18,500	
Distribution - Power + Data plug boxes	48	125	6,000	
Rigging - Pipe lighting grid	1	27,000	27,000	
Framed masking panels with rigging hardware	18	2,500	45,000	
Work lighting	18	975	17,550	
House lighting	24	1,200	28,800	
				159,350
Technology Systems OPC (Base-Building) Totals				
			159,350	159,350
			7,968	
				167,318
				106,500
				273,818

City of Prairie Village, KS

Village Square Outdoor Lighting System

Preliminary Planning-- Base-Building-- Technology Systems Opinion of Probable Cost			Phase 3	
Item / Description	Unit Qty	Price/U \$	Extension \$	Totals \$
Name: Performance Structure				
FF&E Products				
LED profile spotlight	24	2,200	52,800	
LED wash luminaire	6	1,600	9,600	
Stage lighting control console	1	12,000	12,000	
				74,400
Technology Systems OPC (FF&E) Totals				
Sub-Total Equipment			74,400	74,400
Cables and Accessories			7,500	
Total Equipment, Cables and Accessories				81,900
Installation Labor				-
				81,900
Grand Total (Base-Building)				81,900

Submit	Name	Email Address	Ward	What is your overall opinion of the potential changes to the Harmon/Santa Fe Parks Master Plan? (The preliminary plan can be viewed here.)	What do you think about the addition of a permanent performance pavilion?	Would you approve of future budgetary funds being allocated to this proposed park improvement?
ONLINE	Melissa Brown	melissa4981@gmail.com	6	I would prefer to preserve land around the water tower on the south and east sides instead of seeing an expansion of parking. I think the existing mid century modern pavilion should be preserved. It is architecturally significant, is oriented toward the grand views to the southeast, and is in good condition. I like the inclusion of renovated/new restrooms.	I think it would be very underutilized and not worthy of its price tag.	I would not support a tax increase for a permanent performance pavilion.
ONLINE	Brendan O'Neill	Brendanoneill@kc.rr.com	1	If this park were not already well used I would say make changes. The fact is that it's used by a large number of very happy people on a daily basis, and the frisbee golf course is in constant use. Why would you spend tax dollars on something serving it's purpose so well? The amphitheater is quite possibly the worst use of the space I can think of - what, so you can have 6 concerts a year and have it sit idle for the other 359 days? That is really ridiculous. Please spend the money on schools or somewhere it will have a constructive effect, and leave a beautiful and useful park as it is.	A terrible waste of a useful space	No
ONLINE	Granville Hare	Gville1991@gmail.com	1	I support the idea of bettering parks around Prairie Village. These additions I find to be a bit of waste of tax payers money. The current layout has been functional and has brought more people to the park. Adding the performance pavilion reduces green space, would take maintenance to upkeep, and takes all that land and reduces it to one use which I feel will be completely under utilized.	PV doesn't need an amphitheater or anything of the sort. It's a waste of money.	No.
ONLINE	Jimmy Giron	kcjimmy@gmail.com	2	Underutilized green space? There is absolutely no mention of the premier 9-hole disc golf course residing on the property which is used by individuals, groups and families on a regular basis.	I feel this venue would be underutilized for the taxpayer dollars going into it.	No. I play disc golf there almost daily on a year round basis for FREE!
ONLINE	Ben Pieters	benpieters@hotmail.com		In my opinion you should not remove the disc golf course, which is highly used on a regular basis, for a facility that would be empty the vast majority of the time. The course is used by a diverse group of people from doctors to electricians, young to old and has been very successful at increasing the number of people using this space.	No	No
ONLINE	Jason Norris	jasalex8@gmail.com	6	I love the look of the plan. The amphitheater would be a great addition. I see that the skate park is staying in tact or perhaps shrinking a little? Also, what is happening to the disc golf course? I utilize this more than anything else in the park. I have 4 young kids under the age of 16. It's an activity that we can all do together. It will be a shame if the course goes away.	Great idea and addition to the park!	Yes
ONLINE	John L'Ecuyer	johnlec@gmail.com	4	The proposed fire station is right next door to the Village Park Townhomes (mis-labeled as "apartments" in your drawing), which would degrade their value. This location would also cause loss of space to Disc Golfers--this is a very popular and heavily-used function of Harmon Park. The fire station could less harmfully be put near the radio/tv tower along Mission Road.		
ONLINE	paula bair	pbair@gill-line.com	4	Difficult to tell by renderings: Hopefully that the Disc Golf area is not shrinking. This course is used frequently. The activity is gaining in popularity.	Not as interested in the performance pavilion. This is a small park -- hate to give up actual green space for the pavillion. Seems like the newer "former" Meadowbrook would be a better fit for a pavilion.	Not sure. Would need to understand better.
ONLINE	Shelly Trewolla	shellytrewolla@gmail.com	4	The playground certainly needs to be redesigned and upgraded. If there was some way to increase the size of the play area and expand it to include a wider range of activities for a wider age range of kids, that would be good. The large pavilion needs to be updated-perhaps a redesigned roof. The walking trail enhancement is good, as is additional parking near the water tower. Unless the practice tennis courts need to be completely redone to begin with, just moving them for extra parking doesn't make sense. If the parking is expanded just to accommodate things like the Jazzfest then you are giving up a useful park amenity for a periodic convenience.	While the Jazzfest is an enjoyable event it seems like moving the skate park and creating a permanent performance stage is rather excessive. Is the city willing to invest money in running ongoing events there to merit the expense of the stage? If taking out the current large shelter and the very large concrete pad in front of it is part of creating the stage I think you would be diminishing the use of the shelter and decreasing its versatility.	No. If you want to spent 5 million dollars, make a larger community center.
ONLINE	Elizabeth carroll	Ecarroll0529@gmail.com	6	We think it is so great! As a young family consistently looking for things to do especially in the great outdoors this would be a cake topper for the PV area. We moved here from GA last year and picked PV because of it being family friendly and the cleanliness. As a family, this addition to PV would allow us to enjoy the area even more considering this park is so close to our house. We have not gone to this park because we have felt that is not as clean as some other nearby parks.	We think it is great if this allows PV to use it as a venue for some local artists.	Yes
ONLINE	Susan Welsh	susaninks@yahoo.com	4	The high elevation of Harmon Park make it a beautiful location to view sunrises and sunsets and fireworks. I would hope the proposed plans will not ruin the wonderful view. I want to keep green spaces and the frisbee/disk park, which gets a lot of people using it. I am in favor of more walking paths and more space but not a new fire station or an entertainment pavilion. We need more trees and green space. If you want a fire station why not put this on Roe at 67 st where the city now owns land.	See above - no no and more nos. Fix up the pool as some of its structures are faded. Replace the dead trees and mow the grass more often. Take care of what you have already.	I am more in favor of park maintenance. See above. Some of the maintenance is bad. Lots of tall grass and weeds near the tennis courts.
ONLINE	Jordan A Landis	jlandisct@gmail.com	2	Overall I like the potential changes but what I would really like to see that Prairie Village does not have is a dog park and a full court basketball court.	I like the addition but how will it be used? Will the city host enough events/concerts to make it worth the money?	I am not sure. I think it is a lot of money for what it is. A dog park and full court basketball court are two less expensive improvements that I would like to see happen.

ONLINE	Dick and Diane Waers	3700 W 84th Terrace	5	<p>We are 34 year residents of Prairie Village. While we generally support city improvements, we believe that this project is not a prudent use of taxpayer dollars. Funding would appear to come from either a cut in existing services or an increase in taxes. We believe that city services are outstanding and should not be reduced. We also believe that a tax increase to support this project is not appropriate. We believe that our current park system (particularly with the new greenspace that is part of the Meadowbrook redevelopment) is more than adequate.</p>	<p>We do not believe that a permanent performance pavilion is warranted. We believe that it would be under utilized. The cost is significant for a structure that would likely not be used on a regular basis. We have spoken with many of our neighbors who also believe that this simply is not a project where the potential benefits outweigh the cost.</p>	<p>For the reasons stated above, no. Our preference is to continue to maintain our current parks without new capital expenditures.</p>
ONLINE	K Hogan	khogan27@gmail.com	4	<p>Widening the trails is a good idea. I'm unclear about the rest of the plan. It definitely needs more landscaping of trees and shrubs and regular maintenance!</p> <p>I think we already have intergenerational engagement with the community garden and YMCA. It alone is one of our best community assets. Why don't we support it's refurbishment?</p>	<p>I don't think it's a good idea. Harmon Park isn't large enough to accommodate an amphitheater without sacrificing too much precious "free green space."</p> <p>As it is the park isn't very hospitable for enjoying the outdoors It's not as if you can take a long walk without encountering lots of concrete! Your walk is interrupted by the police station/municipal buildings and parking lots, the YMCA and parking lot, Community church and parking lot and the pool. And now they're adding a fire station.</p> <p>The park is too small for this! Put an amphitheater in Corporate Woods. There is more space and it wouldn't be interrupt peoples' lives who live nearby.</p>	<p>Not as it is currently proposed.</p>
ONLINE	Inga Selders	Inga.selders@gmail.com	3	<p>I do not support these changes at all. The upgrades in the original parks master plan are sufficient. I am not convinced that the city has put much thought into how it is going to handle the day to day operations of running a concert venue so that it does not cost the tax payers and/or wind up being an underutilized space.</p>	<p>It seems like the only additional part of this concept that makes any sense at all is the concert pavilion. Everything above the initial parks master plan sounds like needless spending to basically shuffle things around. It would also be extremely helpful to know what additional costs will be associated with the hiring of staff to coordinate booking talent and all the in's and out's associated with that. The city certainly isn't going into this with the mind set of "if we build it, they will come." What kind of additional tax dollars are the residents of PV looking at, and what is the master plan for the general operations of the concert pavilion?</p>	<p>No</p>
ONLINE	Gregory Shelton	sheltongreg@gmail.com	5	<p>I think this looks like a very reasonable plan to improve what should be a signature park for our city given it's proximity to City Hall. Likewise, I think it suits the future of Prairie Village as we are beginning to see an influx of young families in my Ward.</p>	<p>I think the performance pavilion would open a number of interesting opportunities for entertainment and community engagement. It is not difficult to imagine this being utilized regularly in the spring, summer, and fall seasons.</p>	<p>Within reason yes. Based on the rendering I would expect these improvements could be accomplished efficiently, particularly through a design-build approach.</p>
ONLINE	Teresa Rose	drteresarose@icloud.com	2	<p>Much of it looks very nice. We primarily use the park for walking, for dog walking, and for being in nature. I'm a bit concerned we're going lose too much green space based on this plan, in that the part will become overly crowded. We absolutely have zero interest in a permanent performance pavilion, especially not at that cost.</p> <p>The updated shelters, the restrooms, the playgrounds, And the trails, all of that looks great. I just hope not a lot of green space is lost, part of the appeal of that part to us is all the space, it's more quiet, and more serene. We hope the planning does not change all of that, because if it does we won't use it anymore. The pavilion seems like massive overkill, without any real need for it as far as I can see.</p> <p>As I cannot be there in the evenings, I really appreciate you putting this out to Prairie Village and letting us voice our opinion. Prairie Village is a great place to live, and part for reasons such as this, so thank you very much for that.</p>	<p>Hate the idea. Absolutely have no interest in it, don't understand the need for it, absolutely do not want to pay for it especially not at over \$2 million. I'm not sure exactly the purpose of it, except as maybe somebody's pet project. Not much happens there in the park except for people using it for recreation and enjoyment. The pavilion seems like a giant boondoggle waste of money to me.</p> <p>There are dozens of performance venues around town I do not see the need for this waste of money right in the middle of a lovely park. I absolutely hope that gets dropped from the final plan</p>	<p>Perhaps for some of the improvements, absolutely not for that goofy performance pavilion. It just seems like a waste of space, a waste of money that would create massive traffic in a residential area that is not built to handle it. I would vote no absolutely on that part of it.</p>

ONLINE	Jennifer Roe	jlbroe@yahoo.com	4	<p>It's hard to tell from the illustration but I hope "relocated practice tennis courts" doesn't mean that there are fewer courts at the park. We've had a community garden plot and no matter what time we are up there the courts are packed. And it appears they are being used by many age groups. You get a real sense of community at those courts, and that's just what I can tell from walking by. I'd hate to see that disrupted.</p> <p>The current pavilions need some updating...they aren't very attractive. The community needs a large pavilion space in the park; its especially useful for SME students/teacher/families.</p>	<p>This is my biggest hesitation about the plan. I want our community to have as much open, green space as possible and I don't know that the pavilion space promotes that. Also, it doesn't make sense to build a pavilion if it's going to sit empty most of the year so we have to assume there will be more large events at the park. If we commit communal space to more concerts or performances (which I assume would be free or VERY affordable since our taxes are funding the space) it changes the dynamic of the entire park. Will the City be responsible for booking and planning performances? Does it have the capacity to tackle that? I don't want it to become more like a performing arts venue than a park.</p>	<p>I approve of budgetary funds being allocated to this, and all, park improvements. This plan may need some tweaking before I could fully support the updates but, as a whole, I'm always pleased with the community's investment in our parks.</p>
ONLINE	Jackie Batson	batson.jackie@gmail.com	4	<p>For the most part, I think it looks good. I especially like the Santa Fe themed playground, splash pad, and replacement of Harmon pavilion with a new large pavilion. However, what I'd really like to see here is greater emphasis on the Santa Fe trail itself. It would be great if there were more interpretive signs and something of a nature trail with prairie plantings. I know the disc golf course is there but I'd rather see more prairie and history in that part of the park. I don't think it would cost much, and I think there'd be people willing to volunteer as stewards to maintain it. I hope the Santa Fe pavilion stays as is; I couldn't tell from the map. I'd also like some of the practice tennis courts to be turned to pickleball courts.</p>	<p>I think it's great IF it gets used frequently. I live close by and worry a little about late night noise, but I do think I would go there often. I'd also like to see other events there like movies in the park, plays, puppet shows, etc. Maybe the high school could use it as well for summer performances. I don't think it would be worthwhile if the space sits empty often.</p>	<p>Yes, again if it is believed it would be used frequently but not be too loud too often at night.</p>
ONLINE	Lucas Hahn	voxelgenesis@gmail.com	4	<p>I appreciate most all of the improvements suggested. I think some more history of the area and the trails would be interesting to have.</p>	<p>I have reservations about the permanent pavilion to be used for very loud events. I don't live right next door (76th and Roe) but I know the sound there can travel -- I was able to hear the Jazz festival from inside of my house. So, I would want there to either be a limit to the decibel level allowed or for there to only be a musical event every two weeks at most or something along those lines (with none extending past 11pm on a weekend).</p> <p>However, I am very open to the pavilion being used for other things - plays, movies, other types of shows that are not extremely loud.</p>	<p>Yes</p>
ONLINE	Jill Adams	jillcadams@gmail.com	5	<p>While I like some of the proposed changes, I have concerns about the cost-benefit for some of the proposed changes. I think an inclusive playground would be great for the area. The one recently constructed at Leawood City Park is great.</p> <p>As a parent of a young child, I like the idea of a splash area but I am not sure if one is needed next to the pool complex with one planned for a future phase at Meadowbrook Park. The splash area at Roe Park is typically very busy in the summer but it is not next to a swimming complex with great children amenities.</p> <p>I really like the idea of a large pavilion. Last year when I tried to book the pavilion at Franklin Park it was already booked. The pavilions at Leawood City Park were also booked. It was a few months in advance so I was able to rent the large pavilion at Roe Park. I know there is a large pavilion at Franklin Park, a large pavilion underway at Meadowbrook Park, and several not too far away at Leawood City Park and Roe Park. I just don't know what the demand is so I am not sure if the benefit to residents and the rentals generated are worth the cost of the facility.</p> <p>My biggest concern is the expense of the performance pavilion (see response to question five).</p>	<p>I know that Prairie Village currently has performances periodically throughout the year so I understand this pavilion could be used for those event. I am just not sure if the benefit of a permanent structure is worth the cost of the structure. With the number of performances currently, I do not think a performance pavilion would be a good use of public funds.</p>	<p>It depends on what is included in the final plan. The current cost of the proposed changes seem high considering some of these features will be included at the Meadowbrook Park that is currently underway and approximately 2.5 miles away.</p>
ONLINE	Franklin Lenk	frank.lenk@gmail.com	2	<p>which I love using. It is great to be able to hit on the backboards without taking up a tennis court. It looks like the plan is to lose them in favor of parking. I would prefer less parking to encourage active living, and retaining</p>		

ONLINE	Mark Morgan	mcmprairie@aol.com	4	<p>I went to the November 16th Open House. I have also reviewed the 55 slide PDF presentation. In a nutshell, I vote "NO" for the Village Square concept as presented for Harmon/Santa Fe Parks. There are several reasons I would not be in favor of this ...</p> <p>1) This concept appears to be in "conflict with the 2007 Village Vision", which I participated in. One of the findings of the Vision, was that people wanted more greenspace in the parks and the city; not less! Looking at the photo of Harmon Park today and then the same overlay with the Village Square concept is stunning in the loss of greenspace and existing trees! This concept replaces greenspace with concrete, asphalt, and metal structures ... replacing the existing pavilion with 2 new pavilions (large and small); expanding from 1 play area to 3 (inclusive play area; splash park; Santa Fe play area); relocating the existing tennis practice courts to where greenspace and trees are now; doubling the parking spaces on west entrance off Delmar from 44 now to 85 planned (BBN employee at meeting confirmed these numbers) which would include more loss of greenspace and trees; a large performance pavillion that is a permanent structure with concrete pads; plus adding 8' wide concrete trails to cover existing greenspace. Wow! Where is the connection to 2007 Vision Plan? Note: the loss of greenspace is already going to be significant even before "VS", now that the county is planning on building a new fire station on land that Mission Road Bible Church has sold them. This land connects to the present Harmon Park, and most people currently think this open greenspace is actually now part of the existing park!</p> <p>25 years ago on September 13, 1992, I was at the dedication of the Santa Fe trail ruts and pavilion that</p>	<p>Absolutely not needed and gets a NO vote from me. See my comments above ... too expensive; a large permanent structure not needed and out of balance for a city park; loss of green space and more concrete/metal structure added; and just not needed! Presently have 2 days a year (Village Fest and Jazz Fest) that could use this. Even if these days expanded to 10 or 12 a year; not justified. I see no reason to build this. When I asked questions of what it would be used for, no one at the meeting seemed to know!</p>	<p>I would not approve of future funds being allocated to pay for the \$5.2 million Village Square concept, as stated above.</p> <p>The city has already approved \$1.2 million for Harmon Park improvements and those 3 improvements are all what I would classify as "rebuild and/or improve" existing areas ...</p> <p>1) Rebuild/better design/move the existing skate park 2) Improve/better design the existing playground 3) Reconfigure/improve the existing pool house</p> <p>Thus, the only additional funds I would approve would be to "rebuild/better design/improve on the existing large pavilion/restroom at Harmon Park ... by building a new one of each, similar to what was put in at Franklin Park. Based on the projected costs presented, would assume this would cost around \$1 million, and could probably be located on same space that existing pavilion/restroom is now.</p>
ONLINE	Jan Morgan	jamemorg@aol.com	4	<p>I have been a resident of PV for 34 years and I use the "parks" in this city a lot. Specifically I use Franklin, Bennett, Harmon and Porter Parks. These are truly gems in our city. I appreciate the work and effort expended on this project to date and understand that it is motivated by a desire to improve our city, our quality of life and ultimately our property values. I appreciate the opportunity to comment.</p> <p>While I like the overall concept and most of the features, I do have some concerns. I have mulled this over for two weeks since I attended the public review forum at the Community Center in mid-November.</p> <p>First, I take exception to the concept of "under-utilization". You have no way to measure how citizens come and go or how often they use these spaces other than large scale events like neighborhood picnics or special events (Village Fest or Jazz Fest). You don't know about those of use who leave barely a footprint after a 45-60 visit virtually every day of the year.</p> <p>Second, please do not confuse "green space" with 'open air". They are quite different. Several representatives tried to tell us that there will be almost exactly the same amount of green space when all the added parking and construction is completed. THIS IS NOT POSSIBLE. Green space is at a premium and something we appreciate because our yards are limited in size. Our parks become the place we go when we want to be outdoors and enjoying the day in a space that is larger than our yards.</p> <p>Third, the "Parks Masterplan" has been an advancement in many ways. I do appreciate many of the upgrades and additional plantings I have seen. But in some ways our parks have been converted into playgrounds. There is a certainly a need for some play areas for the younger kids, but why is there a need to convert so much of our the green space into structural activity and play areas? Can we find a balance between the two competing purposes?</p>	<p>I understand the desire to minimize cost and labor/effort to set up a stage area. I also understand the desire to potentially increase activities and events going forward. But if we build a permanent performance pavilion, we gain a venue for 12-15 days a year. The rest of the time, it is an eye-sore. Again, I'm seeking balance here. How much need to be permanent and how much can be temporary? Please please please do not over engineer the wide open green space.</p>	<p>I would approve of budgetary funds allocated to the extent that we scale down the scope of what is being proposed. We are a city of 22,000. Do we really want to spend \$5,000,000 on this? That is a lot of money and we have had some issues with capital improvements in our city.</p> <p>Would we ever consider changing our bid process from "Low Cost" to "Best Price-Value"? Low cost gets us a skate park made of concrete that lasts 12 years. Concrete! A 12 year life span. Are you kidding me?! It also gets us brick pavers that don't hold up to traffic and weather conditions and needs to be replaced....so the cost of those cross walks was way more expensive than if we had a better process to accept something other than the lowest cost in the first place.</p> <p>I would also approve of future budgetary funds being used to the extent that input from a larger group of citizens is sought. Council people told me they talked to "a lot of people". Really? How many? Even if they talked to 200 people (which is unlikely), that is less than 1/10th of 1% of the population. Can we please institute a more fact-based assessment of what is truly needed or wanted? This is the idea of quantitative versus qualitative data. This would prevent something like we experienced on Tomahawk when a fence was put in. A chain link fence (ugly, but functional) was installed, torn down, and replaced. The new fence looks much better, but again the cost element of "assuming" we are all on the same or</p>
OPEN HOUSE	Dan Blom			Positive. However - Needs much better plan for protection and integration of Sata Fe Trail ruts.	Positive	Yes
OPEN HOUSE	River Stouse	stousefishguts@gmail.com	1	I like the plan a lot, but for the skatepark I and my friends would love lights on the new skatepark and bigger ramps and ways to get a lot of speed. Some ramps without copeing for big air tricks	I would love to keep the bowl and maybe even improve the bowl (big ramps/air).	Yes, I do
OPEN HOUSE	Allyson Stouse	astouse@mykccs.org	1	I like it! I'm pleased to hear the skatepark is staying near the police deptmt. The kids need accountability (eyes watching). I like the pavilion changes. I think a bowl at the skatepark would be ideal. I'm glad to hear, too, that professional skatepark designers will be involved. Lights and ramps to gain speed are ideal.	I like it. I'm a little concerned about the cost... and usage; But would hope more opportunities would present to have concerts/plays here.	Yes. Within reason. *Like the idea of a dog park!!!
OPEN HOUSE	Dale Beckerman			<p>1. The "play area" is a small pocket bounded by parking No. + So. And the shelter and tennis courts. It seems cramped.</p> <p>2. I support completely an accessible play area, but is it better at Porter or Franklin where there is more ground?</p> <p>3. I really question the splash pad here. Again, there is a space issue. It seems redundant at the pool site. Would another site be better?</p> <p>4. Keep Pickleball</p>	I question this. How does it compare to renting for jazz festival. Perhaps he would have a small concert or two but otherwise it can serve as nice, existing green space.	Be cautious. We have had 6-7 years of good economic/jobs growth lately. It will not continue. The last 2 tax bills (1986 + 2003) were followed in 5 years by major recession. Budgeting in a period of deep cuts is wrenching experience.
OPEN HOUSE	Terry Tucker	terryleatucker@gmail.com	6	So glad buffalo Swails will be preserved	here to ask for older children swing set for Weltner park. Nothing for toddlers and older. There is PLENTY of room	Here to ask for a dog watering station added to the Weltner park water fountain. Our park is very popular with dog handlers.
OPEN HOUSE	Kathy Tiemeier	shop50@gmail.com	4	I am very pleased with the renovation concept. I strongly believe we need to invest in our PV parks. Harmon Park is ready for renovation.	Great idea! Please put in pickleball courts instead of tennis practice courts	Yes
OPEN HOUSE	Susan Abelson	bikingbabe123@gmail.com	4	Good	is it needed by the village	Yes

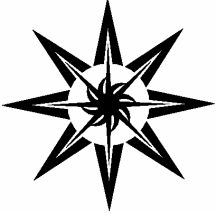
OPEN HOUSE	Jean Howard	jx642@aol.com	4	Some good ideas	I like it.	yes
OPEN HOUSE	Dan Tiemeier	dtimeier@gmail.com	4	Great plan. Walking trail is needed. Park is showing its age. I would like to see a couple of dedicated pickleball courts - not just lines on a tennis court.	Good idea. Nice for future dramas and Jazz Fest	Yes!
OPEN HOUSE	Dorothy May	dorothy@french.toast.net	4	It looks less like a park. The "splash pad" looks like an extravagant use of funds and lost green/drainage space. Green space is our most precious resource. The "greenspace" in the performance area could be an "improvement"	I don't think we need it.	No
OPEN HOUSE	Russell May	russmay@toast.net	4	Good Except: The replacement of existing pavilion with a smaller one might not be a good idea. Some events, like homes association picnics, would be too big for a 100-person pavilion. I am not convinced that added tents would be an advantage for such events. I don't know how many such large events happen. The performance stage does seem like a good idea for jazz festival.	OK	Yes
OPEN HOUSE	Morgan Greer	morgan@servecc.org	2	I really like the proposed changes. I love the splash pad idea + performance pavilion.	Love it! Any thoughts of an amphitheater instead? Think that could be even better. If it's set as outdoor only, my hope is that rental fees to the public, when reserving it would be cheap (similar rates as when the public rents out a local park).	Most likely, yes. Dollars + Cents will matter, but highly likely to approve.
OPEN HOUSE	Lauren Wolf	lwolf2985@gmail.com	3	I like that it will address several opportunities for improvement at the same time. I think we will need to continue to ensure any changes made have minimal impact to greenspace and maximum usefulness for the most residents possible.	I would want more firm confirmation around the types of programming at the pavilion. If our only confirmed annual event is Jazz Fest, the cost seems prohibitive. However, regular seasonal programming would be wonderful. We just need to plan for who/how it is organized. I also like the seatins remaining as green space. That makes it more multi-functional.	I would want to understand where those funds could otherwise be allocated, and how much before I can decide. I believe this park will benefit from comprehensive updates, and I think this is a good start.
OPEN HOUSE	Bryan Holton	bryanwholton@gmail.com	3	Mixed. In favor of making improvements not in favor of losing part of the disc golf course. This is a favorite course of mine. It's great for when I need to get out quickly but don't want to spend travel time.	It's all dependent on how it could be used. It would be a waste to install it and see it go unused. What type of performances would go there? If local theater type performances, than a temp. structure would be adequate.	Not sure yet. If only 50K then that sounds fair, but I'm skeptical that would be the final cost.
OPEN HOUSE	Andy Robertson	arobertson252@gmail.com	3	Positive. I would like to see community consultation specifically relating to any changes that are made to the 9 hole disc golf course.	Positive. This would be an asset to the community	
OPEN HOUSE	Ali Tuttle	alituttle@gmail.com	1	Not sure the cost would be worth the changes.	Not sure of the reason to add this.	No. 4 other comments - my main concern has to do with keeping the skatepark in a highly visible location near either the police or fire station + having it out of service for as short a time as possible. It would also be great to add lights to the skatepark. Thank You!
OPEN HOUSE	Jessica Howlett	jessica.n.howlett@gmail.com	4	We are excited! Very excited about the splash pad. The splash pad at Roe is a bit small and doesn't function well, so something bigger or with more interesting items would be better. Please please please consider the safety of kids with the surface material. A park in lees Summit had a major slipping problem that caused injuries	I think it is a great idea that will allo9w fun, interesting and new programs/events.	Yes. This seems like a great improvement. Please make the inclusive park/playground inclusive for non-special needs kids too and younger kids.
OPEN HOUSE	Bryan Howlett	bryan.howlett@gmail.com	4	Positive opinion. Sounds like you're taking as many concerns as possible into consideration.	I would support the idea if some plan of more performances other than the jazz fest can be committed to. Otherwise, continue renting existing stage in the mean time.	Yes
OPEN HOUSE	Jim Royer	jmroyer@sbcglobal.net	5	All the improvements would be nice additions to the park. My concern is with the cost and additional maintenance the city would incur.	If it provides a "bandstand" function then it would be a good addition to the park. If it goes beyond that i.e. expensive sound and lighting systems and other theatrical amenities, it would be a duplication of other facilities in the county.	My initial thought is to issue some bonds and spread the cost over a longer period of time. I am not in favor of a significant increase in property taxes to fund a large increase in the city budget.
OPEN HOUSE	Cate Jenks	catejenks@att.net	3	I like the new simplified skatepark + placement. Love the performance pavilion w/ grass seating vs. structured seating. Inclusive playground + splash pad!!! More parking at tennis courts/Santa Fe are greatly needed.	Great idea! Could bring lots of music or similar opportunities for different community, groups, schools, etc.	Yes. All looks good!
OPEN HOUSE	Michelle Nash	mnbooksandstuff@yahoo.com	2	Add/need wider sidewalk along Delmar for walking/biking currently car tires are on sidewalk. Practice tennis courts would be better with two rather than 3. Have longer length. Different material than current. Take a look at Missions at Police Dept bldg/Pool a multi-use	I would complete the other items before the pavilion.	Yes. Need more drinking fountains. Need electronic signage boards of upcoming times courts, etc. reserved. Need to polish Porter + Tomahawk before starting another project. Better grass seed results in thick turf, rather than thin grass blades.
OPEN HOUSE	Hal Jehle		4	1. We don't need an entertainment performance center. 2. Too many trees will be sacrificed.	Not needed - I like the flexibility provided by renting a portable stage	No! There is no "under utilization" of this very small area as reported in the press.
OPEN HOUSE	Josh Harvey			Positive opinion. Change is good. But we need to keep the disc golf course	I believe it will be good and used often	Yes I would if it includes a disc golf course
OPEN HOUSE	Carey Bickford	careyble@gmail.com	6	I have mixed feelings. Overall I like the idea of having a "crown jewel" community space - but am concerned about where the money will come from and at what expense. Need more shelter at playground area - easier access to restrooms near play spaces.. Concerned there are no "sight lines" into skate park understanding of buffer, but don't want it "enclosed"	I'm okay with it, but it is not high on my list of priorities for our parks. Would rather see permanent restrooms, improved equipment, pool improvements first.	In theory however, I think there are many park/pool improvements needed BEFORE something like permanent performance space.

OPEN HOUSE	Marsha Ratzel	mratzelster@gmail.com	6	I like most of it except the performing arts part. It's a waste of \$ because it won't be used enough. Spend \$ on things that get weekly or monthly use instead. At some point, PV really needs to think about the 2 things people say over and over - a dog park + a community center. Take the pavilion savings and start a fund to make these happen.	Don't waste the \$ on this. If it's such a good idea - get a corporate sponsor to pay for it.	Not if it's for the performing arts. If it's for the kids or for pickleball capacity, I'd say "yes"
OPEN HOUSE	Karin McAdams	karinm88@gmail.com	4	Love it! I especially like the natural and inclusive play areas and the natural prairie. Would use the expanded walking trail.	It's not dear to my heart, but I like the idea of attracting a greater variety of performances.	Yes
OPEN HOUSE	Tom Melia	tjmelia29@gmail.com	6	It looks very good. Adding playground & [illegible] at Santa Fe shelter is Good. Upgrading the large pavilion/shelter is Great!	About time! :) We need the update	Yes!
OPEN HOUSE	Anne Melia	melia.anne.s@gmail.com	6	I like the plan - it is well thought out - adding amenities and upgrading facilities - it is a much needed change.	The pavilion will be wonderful for the jazz festival and allow others (such as SME) to have events in PV	Yes - This is part of what makes PV a wonderful place to live
OPEN HOUSE	Marria Jacobs	marriajacobs1@me.com	2	Good overall vision	Would most likely get modest use - or more if we are lucky. No mention if there will be a change for pavilion.	If project is staged over the coming years I would support it. And, if a [illegible] to existing parks is not neglected or planned projects for those parks are not completed.
OPEN HOUSE	Mike Sill	mikesill@mikeper2.com	4	I think it looks good. To me, it looks like it would be a big improvement to add on to an area that has already been upgraded (SME's fields, etc.). I really like the extra parking. It will be great for villagefest and Jazz Fest. I admittedly would have to study the funding in more depth, but at first glance, I think the plan looks really nice.	I think it would be a nice addition as long as the size is right. Not too big. I think the rendering looked good.	Yes. I think it would be money well spent. The solid parks system is one reason PV is such a great place to live.
OPEN HOUSE	Peggy Couch	mmpcouch4@gmail.com	4	Wonderful	Wonderful. Many possibilities for other performances & possibly income.	Absolutely yes.
OPEN HOUSE	Juanita Ryan	jryan2@att.net	1	This appears to be a great idea + well thought out plan to best use the land. I have one exception that will be given now -- a 2/3 mile walking trail is not best desired if only restrooms are in center of park. Think of perimeter rest/bathroom facilities.	By keeping such buildings "open" it will fit in beautifully.	Yes! Future parks access roads.
OPEN HOUSE	Beth McMillen	beth2mcmillen@gmail.com	1	Positive! I think it will invite families + singles to make more use of the space year round. More parking + restrooms around the complex + benches + restrooms along the walking trail.	I like the idea of a permanent performance pavilion. It will create more use opportunities and can be a community focal point.	Yes!
OPEN HOUSE	Gary Gamso	garygamso@gmail.com	4	Very good plan. Both parks get lots of use now. This should increase use.	I like the idea and anticipate it will attract more than one annual Jazz festival.	Yes
OPEN HOUSE	Linda Gamso		4	I see skaters at the skate park every time I go by. Encourage a larger skate park.	Could bring community together for performances if well managed	Well, I want my street paved first (Granada) Assuming there's money - would pay a few \$'s more to enhance park.
OPEN HOUSE	Alexandra Steele	alexsoresensteele@gmail.com	4	It looks nice! It is a large improvement to the current space. I hope it becomes a gathering place/heart of PV	Good idea. Will it be open for public access on days when the park is open with no scheduled performances? If so, I am in favor. (i.e. millennium park in Chicago)	yes :)
OPEN HOUSE	Beth Brown		5	Very pretty; however need to re-evaluate the 2008-09 Plan - is it still relevant to needs of projections? What is current usage (any traffic studies?) Is the price tag too high?	Not necessary - What is wanted + used are the community gardens - with 2 year wait list. Build what PV people want now.	1st evaluate usage/traffic patterns after. Meadowbrook opens in 2018 consider working with YMCA for PV pool staffing if don't have enough pool staff for PV pool - then may need to wait + see how to negotiate manpower issues
OPEN HOUSE				I think it's wonderful.	Indifferent	Yes
OPEN HOUSE	Ryan Jordan	rpezman1@aol.com	4	I think it will be a nice improvement to the area. Really like the splash pad component. My biggest concern is tied to the skatepark. I grew up with Jake + his brother, and I need to see Jake's park remain paying honor to him. I would like the vert component to remain, but looks like that is out.	I'm fine with it, doesn't really move me one way or another	Yes
OPEN HOUSE	Nicole Browning	nbrowning@loucton.com	NR	I am happy excited about the potential changes. I was concerned that the disc golf course was not going to be included in the new plans. My son, Tyler Browning and a ton of his friends play almost every day	I think it will get a lot of use.	Yes
OPEN HOUSE	Ty Browning	the.ty.browning@gmail.com	NR	They're ok. I would rather the disc golf course not be messed with too much, if you need help designing it, I play there almost every day and know the course like the back of my hand and I know other people who can help as well.	It could be cool	Yes
OPEN HOUSE	Teri Powell	tpowell861@aol.com	3	Not Sure - I have always wanted more availability with bigger & better community center. It seems we have to drive to other cities for services such as art classes, exercise, meetings, other types of classes	How many PV people come to the Jazz Fest? Seems this would not be just for PV.	Possibly. Actually we need more funds available for the public works dept. to keep up with the code & mowing of the islands & parks. I have not been very impressed in the last 2 years!
OPEN HOUSE	Nate	nate@sorren.com	3	Good so far. Can you include electric vehicles chargers by the park & maybe a basketball goals by one of the tennis courts.	More for than against.	probably
OPEN HOUSE	Kate Beckerman	dbeckerman@aol.com	4	Great plan & concept. Lots to like. Concerns about cost in conjunction with both future costs -> park rehab -> & current operating costs to maintain existing parks. Funding for 67th and Roe /new park was explained to me.	This strikes me as a nice to do not a need. If funding & cost work with other priorities - time; Now - that said - what is the cost to create the set up for jazz fest annually vs. cost?	I would BUT - we need real numbers for components (construction costs) to evaluate the cost vs benefit trade offs. Would expect a pleased PV if implemented.
OPEN HOUSE	Robert Royer	royerrwe@gmail.com	6	Very pleased.	Great idea	Absolutely... We are delighted with all of the improvements and believe the park will further enhance "village life".
OPEN HOUSE	James Fulton	missionmasonry1@gmail.com	6	Looks great, hoping minor repairs can be done to the existing playground equipment in the meantime	It would make sense if the thought was to bring in more events.	Yes
OPEN HOUSE	Megan Felling	mfelling@kc.rr.com	3	A very large expenditure. I would hate to see the disc golf course reduced when it is so regularly used for something that would not be used as much. The whole idea of park space is for public use.	I don't feel it would be utilized enough to justify the cost.	No
OPEN HOUSE	Missy Fulton	fulton.missy@gmail.com	6	In favor of updating the park. Many parents I have talked to are not liking the newer park equipment that seems to be geared only for older children (the climbing rope equipment)	Would the pavilion bring in more performances? A weekly concert? Or just be there for Jazz Fest?	Yes

OPEN HOUSE	Clarence & Patricia Munsch		5	Very positive We need to take advantage of the opportunity to enhance the living areas for the citizens of PV and the surrounding communities. Fortunately we have the land area reserved for this	Great concept - Maybe could host the KC Symphony for one of their "Symphony on the Plains" warm ups.	Yes
OPEN HOUSE	Dale Beckerman			I like much of it especially new pavilion, playgrounds	I question how much use we would get for the expenditures. The park does not have a lot of parking. A pavilion is useful about 5 months/year - more than in pool season. Jazz Fest is a bit messy but people come as it is now.	I would proceed cautiously on the pavilion. I would support many of the other upgrades.
OPEN HOUSE	Chris Calvert	cscalvert7925@gmail.com	4	I generally like it. Improved amenities and use of space over the previous approved plan which had it been built out seemed cramped & too busy. The current budget estimate seems very large. I like the inclusive play area and splash park.	I am okay with a simple structure, but not to compete with starlight. I would support keeping the pavilion to the same seating capacity as the current one. H.O.A. events, JazzFest, 4th of July all fill it.	I would if phased in over a few years
OPEN HOUSE	Dianne Pallanich	pallanich@sbcglobal.net	2	Very much needed	great	Yes
OPEN HOUSE	John D. Kinney	kinneyjohnd@gmail.com	3	Good idea to take the opportunity as the fire station comes in to enhance the space and update it.	In favor of a permanent performance space. Need to get the height of the stage right so that sightlines around the pitch of the hill are still good. Investigate whether wiring for sound at the top of the hill pavilion is necessary in the wireless environment. Consider stage in something other than concrete? Not a great medium for performances.	Yes
OPEN HOUSE				Overall, I think it's a good idea. Good idea to expand the play places and add a splash pad to make the city attractive to young families. I also see potential for events for an elder crowd as well. Love the 1.6 mi. walking trail.	This will be a plus, assuming the city supports events happening here (i.e. monetarily, regulations that aren't excessive).	
OPEN HOUSE	Patricia & Dennis Stratton	pahema62@hotmail.com	5	I like the plans for the playground, the pool house and the walking paths. Will the skate park be replaced in the park? I'd like to keep one here.	I think it is an unnecessary expense. We really only have one event per year. I think there could be a set up like at SM Park. It's fun to come and sit on the hill!	Yes, but I don't want to see any more increase to the sales tax.
OPEN HOUSE	David Lillard		6	I commend the parks Master Plan Committee for the master plan for Harmon and Santa Fe Parks. Obviously, the Committee has done its due diligence in getting input from various sources and consolidating many ideas into a comprehensive plan. I consider the Plan bold and audacious, as such a proposal should be, and further commend the Committee for now giving Prairie Village citizens the opportunity to publicly evaluate and comment on the Plan.	Basically, I am reluctant to harden or pave any green area. From the early days of Prairie Village, Mayors McCrum, Bennett, Harmon, Taliaferro, and others, the preserving of green space has been a priority, as our extensive park lands reflect. Accordingly, I do not favor construction of a performance pavilion or other hardened structures. The organizers of Jazz Fest have demonstrated that they have the capability of erecting the necessary lighting and audio structure to accommodate the annual occasion, and I am not sure that I want to encourage such events or performances on more frequent occasions. I would consider a limited concrete pad to establish a base for the temporary structures but that is about it. The proposed reshaping of the slope for the amphitheater seating will require extensive earth moving and an extended period for sodding and cultivating a hardy grass area. The side effects will include a spoil site or a borrow site for balancing the cut and fill, all of which will be considerable disruption to the normal use of the parks.	I do not think that you can fund the proposed Harmon/Santa Fe Parks Master Plan with future budgetary funds, without reducing necessary infrastructure funding or other expenses beyond reasonable limits. I would view such reductions with great disfavor. The City has committed extensive funding to the purchase, demolition, and development of the property at 67th & Roe, and will be faced with major expenses for the pool complex and other park facilities in the years ahead. I do not see much opportunity to put together \$2,000,000-\$5,000,000 from budgetary funds.
OPEN HOUSE	Douglas Hudson	loneresident@gmail.com	4	Myself and family are 100% against the changes. 100%! Change is inevitable, but change for the sake of change is short sighted. I've lived in PV for 48 years, I grew up here. There is a very special essence at Harmon Park that took decades to establish and will be destroyed forever under the new direction. It's one of the last signatures that make PV unique. The changes slowly sweeping over our community, like this one, are causing us to investigate moving.	Horrible idea. Current set up is unique, historic and special.	Absolutely not a penny!
OPEN HOUSE	Nora Hudson		4	I don't approve of the "master plan." Plenty of people use both Harmon and Santa Fe parks, and to people who have always lived in PV, the parks have memories and meaning. While the new parks are being built, what will kids do if they want to play? It's a waste of time and money that could be spent on other things.	I don't agree. The pavilion now is completely fine, and permanent.	No!
OPEN HOUSE	Anya Hudson		4	I do not like it because...Harmon park is very very special to me. And because it's been there for a long time and even my papa went there when he was little. Also, it has a lot of memories.	I don't think we need a pavilion. I think it's fine how it is. And we already have one!!!	No!!!

	Nancy Wallerstein	nwvks@gmail.com	5	<p>1. Please do not reduce the size of Harmon Park pavilion. It appears the plan now says "large" pavilion. There are reservations starting on Jan. 2 for weddings, family reunions, scout events, SME events, preschool parties, summer camps, etc running out of this structure. It is the ONLY large covered shelter in NE JoCo. It is heavily used and it must maintain counters for potlucks, electrical outlets, grills and lots of trash containers.</p> <p>2. Please do not make an entrance off Mission Road. There will be five stop lights between 75th & 79th. It will drive traffic off Mission Rd to side streets. Additional traffic will also interfere with public safety of police and fire (they will have a new emergency light). Signage will be a mess around city hall.</p> <p>3. Meadowbrook Park has a plans for a splash pad. There is one at 105th & Roe at Roe Park. Why would anyone want to pay to go to the pool if a FREE splash pad is added? You have a multi-million dollar pool complex that will go begging for patrons. This could have long term financial impact.</p> <p>4. At one time there was a side window or a dedicated gate that would allow neighbors to buy concessions during the pool season/hours. That can still be offered without a major overhaul of the concession area.</p> <p>5. For the price tag, you are not really offering any new experiences. In fact you are reducing opportunities by removing two disc golf holes. Playground equipment can be upgraded and replaced. I noted that there will be "Santa Fe Trail" themed playground equipment by the SFTrail pavilion. Those designed pieces are usually primary pieces. The equipment offer limited excitement and experiences. The theme is lost on kids.</p> <p>6. A dedicated stage is not necessary for one or two events a year (Village & Jazz Fest[s]). If you want a stage to be used, please speak with companies who put on events and learn what needs will be required, safety and logistics. We used to do movies at the pool. You would bring a chair or floatation device and watch a family friendly movie without those pesky bugs. Staffing and monitoring a stage, amplification and large group events will be a challenge and may require extra costs. Major events are time consuming to plan, organize and attract</p>	
SOCIAL MEDIA	Lee Carter			I wish there was a dog park!	
SOCIAL MEDIA	Nikki Vallejo			Please do not make the skate park smaller. It's so important to so many kids. Big and small.	
SOCIAL MEDIA	Leonidas Wetherill			How many disc golf players live in PVKS? And how many play this course each year?	
SOCIAL MEDIA	Cindy Dwigans			I vote for open undeveloped spaces.	

Feedback	
Open House/Dropped Off	60
Online	25
Social Media	4
TOTAL Responses	89
Signed in at Open House	85



Committee on Committees Update and Proposed Recommendations

BACKGROUND:

The Committee on Committees met recently to discuss and address challenges the City is currently experiencing with the Council Committees policy. The Committee came up with several proposed recommendations that they believe will achieve the following goals: 1) increase involvement and inclusion of residents interested in volunteering for and engaging with the City; 2) focus volunteers on specific needs and initiatives identified by the City Council; 3) eliminate the redundancy of tasks worked on by multiple committees, staff, and/or the City Council; and 4) enable our committee volunteers and city staff to be more efficient in accomplishing tasks. The committee is looking for feedback from the City Council on the following recommendations:

1. Create the Prairie Village Volunteer Corps

The recommendation is that this committee would be a comprehensive list of residents (by area of interest) who would like to be considered for volunteer opportunities that arise with the City for events, projects, and initiatives. Currently, the City has 39 volunteers who have applied to serve on several committees. While there are a few vacancies on existing committees, the majority of these pending applicants will not be able to serve, and this issue will compound as more applications are received. The proposed recommendation includes a Councilmember chairing this committee and a staff member aiding in publicizing, coordinating, and filling volunteer needs, such as VillageFest, JazzFest, Arts Council events, and other ad hoc priorities set by the Council that would benefit from resident input and/or volunteer help.

2. Transition the current Parks and Recreation Committee into the Prairie Village Volunteer Corps and appoint four Council Members to become the restructured Parks Committee

In recent years, there has been some confusion for Staff concerning operational authority of park/pool operations and park planning, which has often times created duplicate information being presented at Park & Rec meetings and City Council meetings. Additionally, City Staff has been engaged in conversations and planning with Johnson County Parks & Recreation to take over park programming for the City. Staff is planning to bring an agreement to the Council for approval in the very near future that will likely reduce the scope of responsibilities of the current Parks and Recreation Committee. For these reasons, the recommendation is to transition the current Parks and Rec Committee members into the PV Volunteer Corps. There may also be an opportunity for them to become involved with the Johnson County Parks and Recreation District. In addition, a restructured Parks Committee would then be created and four council members would serve on this committee with a redefined scope of responsibilities.

3. Transition the Environmental Committee into the Prairie Village Volunteer Corps

The recommendation is that this committee would be transitioned to serving on the Prairie Village Volunteer Corps and would be encouraged to represent Prairie Village on the Johnson County Environmental Committee. It is also recommended that the current five remaining members of the Environmental Committee be asked to serve on an ad hoc community garden committee that would report to the redefined Parks Committee.

4. Appoint two Council Members as Chair and Vice-Chair of the PV Arts Council, with 10-12 additional appointed volunteers, and change meeting frequency to monthly meetings

Currently, the PV Arts Council is a 12-member committee with a chair who is appointed by the committee members and a non-voting council liaison. It was recommended that this committee structure be modified to include two Council Members, appointed by the Mayor, to serve as voting members of the committee in the role of chair and vice-chair. In turn, the committee would continue to have 10-12 appointed volunteers (subject to direction from the City Council). The chair and vice-chair would work with the staff liaison to put together the agendas, annual budget, expenditure approvals, and ensure vacancies on the council are addressed in a timely manner. In addition, it is recommended to change the Committee Policy on meeting frequency of the Arts Council from bi-monthly meetings to monthly meetings, as the Arts Council is currently meeting monthly. It is also recommended that the meetings be limited to one hour, when possible.

5. Revise the attendance requirement to 75% of meetings attended

The current policy requires that committee members only attend a majority of the meetings; however, the Committee felt that policy allowed a committee member to miss meetings quite frequently and therefore recommends requiring attendance at 75% of all meetings held.

6. Amend the removal process for appointed committee members and volunteers

The current policy requires ratification by the City Council in a public meeting to remove an appointed committee member, and the policy does not state anything about how a committee volunteer can be removed. The removal of a volunteer or appointed committee member can be sensitive, and the Committee felt that it would be better managed by requiring the approval of the Council Liaison, City Administrator, and Mayor rather than discussed in a public forum.

7. Request that volunteers sign a liability/photo waiver and consent to a minimal background screening in the best interest of the City.

There is currently no process in place to screen volunteers, and they are currently not signing any waivers of liability by volunteering with the City. The Committee felt that this is a practice that needs to be put in place to protect the interests of the City.

8. Hold elections for Committee Chairs, who are not Council members, at least every two years.

Current policy does not spell out when elections should occur for Committee Chairs who are not Council Members. The Committee recommended that they should be elected at least every two years amongst members of the committee.

9. Change the start time of the Planning Commission meeting to 6 p.m. instead of 7 p.m.

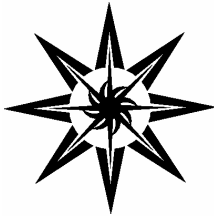
This change was recommended to be consistent with the start time of the Council Committee meetings and to take measures to prevent late nights when the Planning Commission agendas are full. This has not yet been discussed with Planning Commission, so this recommendation is pending their approval.

REQUESTED ACTION

The Committee on Committees is looking for feedback on the recommendations above. The committee believes these recommendations will be a positive change and will provide more flexibility for all currently involved and for others who wish to volunteer their time with our City in the future. The Committee and city staff are very grateful for the time and energy our committee volunteers put in to make Prairie Village the wonderful community that it is.

PREPARED BY

Jamie Robichaud
Assistant City Administrator
Date: January 31, 2018



PUBLIC WORKS DEPARTMENT

Council Committee Date: February 5, 2018
Council Meeting Date: February 5, 2018

CONSIDER PROJECT DELN0001- DELMAR AND FONTANA LOW WATER CROSSING REMOVAL AND DRAINAGE PROJECT- FINAL DESIGN ENGINEERING CONTRACT WITH WATER RESOURCES SOLUTIONS, LLC

RECOMMENDATION

Move to approve the final design engineering contract with Water Resources Solutions, LLC in the amount of \$353,722 for Project DELN0001 for the Delmar and Fontana low water crossing removal and drainage project.

BACKGROUND

On September 6, 2016 council directed public works to move forward with the Delmar and Fontana low water crossing and drainage project. On October 3, 2016 council approved the Preliminary Engineering Study (PES) for the County's SMAC Program. The PES was submitted to the County in January 2017 and was selected in the summer of 2017 to receive funding. The County Commission approved funds for this project in September 2017. SMAC funding for this project will only be available for the construction phase of the project given that SMAC funds were utilized for this project over 10 years ago. The prior project had a different design solution and was cancelled by City Council in 2008. This current project has an estimated construction cost over 4 Million dollars. SMAC funding for this project has been approved and capped at \$3,204,083.

Residents are aware of this proposed improvement proposed in the PES and we will continue to include them in the planning of the final design for this project. It is planned to design this project in 2018 with construction beginning in March of 2019.

The PES is attached which details all aspect of the proposed project.

FUNDING SOURCE

Funds are available in the CIP under Project DELN0001.

ATTACHMENTS

1. Design Agreement with Water Resources Solutions, LLC
2. PES

PREPARED BY

Keith Bredehoeft, Public Works Director

January 31, 2018

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

DELN0001

Delmar/Fontana Low-Water Crossing Removal
And Stormwater Improvements

THIS AGREEMENT, made at the Prairie Village, Kansas, this _____ day of _____, _____ by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “City”, and Water Resources Solutions, LLC, a limited liability company with offices at 8800 Linden Drive, Prairie Village, Kansas, 66207, 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 **Delmar/Fontana Low-Water Crossing Removal And Stormwater Improvements**, hereinafter called the “Project”,

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

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 funds for this project with the following proposed locations of work:
 - 1.6.1 This project will make storm water improvements between Roe Avenue to just east of Somerset Drive, south of 83rd Street. This project will eliminate home flooding and will remove low water crossing at Delmar and Fontana. The improvements will include new open channels as well as new underground culverts.

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.

4 TIME SCHEDULE

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

required to be provided by either City or Consultant under this Agreement. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

- 4.4 Should such circumstances occur, the consultant shall, within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
- 4.5 Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

4.5.1 Final Design Phase: Complete in January 2019

4.5.2 Letting Date: February 2019

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 - \$ 353,716.00

- 5.2 The compensation will be billed by Phase 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 cancelled, 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 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.

6.11 **Successors and Assigns:**

6.11.1 The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

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

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

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

City:

City of Prairie Village, Kansas

By: _____

Laura Wassmer, Mayor

Address for giving notices:

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


ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

Water Resources Solutions, LLC

By: _____


Donald W. Baker, P.E. D.WRE, CPESC
Owner

Address for giving notices:

Water Resources Solutions, LLC
8800 Linden Drive
Prairie Village, Kansas 66207

APPROVED AS TO FORM BY:

Catherine Logan, City Attorney

Exhibit A

Delmar & Fontana LWC Design

Scope of Services

City of Prairie Village, Kansas

Project Understanding

This project is located south of 83rd Street from Fontana to Somerset Drive. Flooding issues along the project reach include the flooding of seven homes on Delmar Lane and Somerset Drive by the 1% annual occurrence flood event and the flooding of two low-water crossings located at Delmar and Fontana which flood at less than the 20% annual occurrence flood event. This scope of service includes the design of stream improvements along the project reach and the removal of the low-water crossings at Delmar and Fontana to alleviate the flooding.

Upon receiving the notice-to-proceed, the Engineer will provide the services identified in this Scope of Services. Other requested services not described in this scope of services will be negotiated as an amendment to this contract.

1.0 Project Startup Meeting

The Engineer will attend a Project Startup Meeting.

- 1.1 The Engineer will attend a Project Startup Meeting so all key stakeholders (City officials and others) start with the same basis of the project understanding and expectations.

2.0 Field Data Collection

The Engineer will complete a topographic survey and geotechnical borings and testing.

- 2.1 The Engineer will complete a topographic survey of the project area. The topographic survey will be used to create a basemap for the construction plans and also used for developing the hydraulic models.
- 2.2 The Engineer will complete geotechnical borings and testing. The information from the borings and testing will identify the location of bedrock in the project area and assist in the design of retaining walls, if required. The Engineer will coordinate with property owners regarding gaining access to their property.

3.0 Preliminary Design

The Engineer will complete the preliminary design of a stream improvements and low-water crossing removals to alleviate flooding. The preliminary design will result in preliminary construction documents including construction plans, technical specifications, and cost estimate.

- 3.1 The Engineer will create a three-dimensional computational flow dynamic hydraulic model of the project reach utilizing the topographic survey to develop the best solution to alleviate the flooding. The one-dimensional U.S. Army Corps of Engineers Hydrologic Engineering Center River Analysis System (HEC-RAS) model used in the Preliminary Engineering Study will be updated based on the preliminary design. The preferred alternative presented in the Preliminary Engineering Study completed in January 2017 will be the basis for the proposed improvements.
- 3.2 The Engineer will prepare preliminary construction plans. The preliminary construction plans will show the key components of the design with appropriate grading and elevations illustrated. Four hard copies and one electronic copy of the preliminary construction plans will be delivered to the City for review.
- 3.3 The Engineer will prepare preliminary technical specifications. The specifications will include draft technical specifications for the project. The technical specifications will include any specifications not included in the City's Standard Technical Specifications. Four hard copies and one electronic copy of the preliminary technical specifications will be delivered to the City for review.
- 3.4 The Engineer will prepare a preliminary cost estimate for the project. The cost estimate will include a contingency appropriate for the preliminary design level. Four hard copies and one electronic copy of the preliminary cost estimate will be delivered to the City for review.
- 3.5 The Engineer will attend a Preliminary Design Submittal Meeting with the City to submit the preliminary construction documents and discuss the preliminary design. The Engineer will be there to explain the design and answer any initial questions the City may have.

4.0 JCWW Submittals and Coordination

The Engineer will complete the design of the sanitary sewer system realignment required as part of the stream improvements. Submittals to and coordination with Johnson County Wastewater (JCW) will also be required.

- 4.1 The Engineer will complete the realignment design of the sanitary sewer running along the project reach. The design requirements will follow those provided by JCW.
- 4.2 The Engineer will prepare submittal documents required by JCW and submit them to JCW for review and approval, including an initial submittal, a second submittal, and a final submittal. This submittal and review process is separate from the stream improvement construction documents.
- 4.3 The Engineer will coordinate the requirements, submittals and review comments with JCW. The Engineer will attend three meetings with JCW to discuss the proposed realignment of the existing sanitary sewer.

5.0 Utility Coordination

The Engineer will submit the Preliminary Design Plans to the utility companies for review. The Engineer will coordinate the proposed project with the utility companies. Coordination will include utility company group meetings and also multiple meetings with the individual utility companies.

- 5.1 The Engineer will attend two utility company group meetings to review and answer any questions the utility companies may have about the proposed design.
- 5.2 The Engineer will attend four meetings with each individual utility company, including Kansas City Power & Light Company, Johnson County Wastewater, Water District No. 1 of Johnson County, Kansas City Water Services Department, Time Warner Cable, Kansas Gas Service, Southern Star Central Gas Pipeline, and AT&T. Additional meetings are anticipated with Johnson County Wastewater (See Section 4.3).

6.0 Public Coordination

The Engineer will assist in coordinating the project to public. Coordination with the public will include public meetings and meetings with the individual property owners impacted by the project.

- 6.1 The Engineer will attend a total of three public meetings. One public meeting will be at the start of the project, the second public meeting will follow the preliminary design, and the third public meeting will be after the contractor has been selected. The public meetings will be an opportunity for the residents to ask questions about the project and for the City and Engineer to provide information about the project. The public meetings are anticipated to last two hours.
- 6.2 The Engineer will meet with the residents individually at their property. Three meetings with each resident is anticipated.

7.0 Final Design

The Engineer will complete the final design of a stream improvements and low-water crossing removals. The final design will result in updated construction documents including construction plans, technical specifications, and cost estimate.

- 7.1 The Engineer will prepare updated construction plans. The construction plans will incorporate review comments from the City as well as any additional comments from the utility companies and any design changes from the preliminary design submittal. Four hard copies and one electronic copy of the updated construction plans will be delivered to the City for review.
- 7.2 The Engineer will use the updated construction plans as field check plans and make a site visit to field check the design.
- 7.3 The Engineer will update the FEMA/Johnson County HEC-RAS flood model based on the channel improvements.
- 7.4 The Engineer will prepare updated technical specifications. The specifications will be an update of the preliminary technical specifications based on review comments from the City and any design changes since the preliminary design submittal. The technical specifications will include any specifications not included in the City's Standard Technical Specifications. Four hard copies and one electronic copy of the updated technical specifications will be delivered to the City for review.
- 7.5 The Engineer will prepare an updated cost estimate for the project. The cost estimate will be an update of the preliminary cost estimate. Four hard copies and one electronic copy of the updated cost estimate will be delivered to the City for review.
- 7.6 The Engineer will prepare easement documents for those properties that require easements for construction of the project. The easement documents will include a

detailed description of the easement and a color exhibit of the easement. Hard copies of the easement documents will be delivered to the City for review. It is anticipated that a total of 18 properties will require easement documents.

- 7.7 The Engineer will attend a Final Design Submittal Meeting with the City to submit the updated construction documents and discuss the final design. The Engineer will be there to explain the design and answer any initial questions the City may have.

8.0 Regulatory Permitting and Approvals

The Engineer will complete the necessary permitting applications and make the submittals to the regulatory agencies.

- 8.1 The Engineer will complete the U.S. Army Corps of Engineers Section 404 Permit application and make the submittal to the Kansas City District. The Engineer will answer any questions and respond to any requests for additional information from USACE.
- 8.2 The Engineer will complete the Notice of Intent and submit it to the Kansas Department of Health & Environment (KDHE) to meet the requirements of the General Permit for Stormwater Runoff from Construction Activities. The Engineer will answer any questions and respond to any requests for additional information from KDHE.
- 8.3 The Engineer will submit the final construction plans to the Johnson County Stormwater Management Advisory Council (SMAC) for approval. The Engineer will answer any questions and respond to any requests for additional information from Johnson County.

9.0 Final Construction Documents

The Engineer will prepare final construction documents, including construction plans, technical specifications, and cost estimate.

- 9.1 The Engineer will prepare final construction plans, incorporating any review comments from the City's review of the final design submittal as well as any comments from the regulatory agencies. Four hard copies and one electronic copy of the updated technical specifications will be delivered to the City for bidding purposes.
- 9.2 The Engineer will prepare final technical specifications, incorporating any review comments from the City's review of the final design submittal. Four hard copies and one electronic copy of the updated technical specifications will be delivered to the City for bidding purposes.

- 9.3 The Engineer will prepare a final cost estimate. Four hard copies and one electronic copy of the updated cost estimate will be delivered to the City.
- 9.4 The Engineer will submit the final construction documents to Drexel for bidding.

10.0 Bidding Services

The Engineer will provide bidding services, including a bid phase questions, pre-bid meeting and bid opening.

- 10.1 The Engineer will answer any questions the contractors may have about the construction documents.
- 10.2 The Engineer will attend a pre-bid meeting with the interested contractors. The meeting will provide the opportunity for the contractors to ask questions to get a better understanding of the project.
- 10.3 The Engineer will assist the City with the bid opening and answer any questions the City may have about the contractors who submitted bids for the project. The Engineer will review and summarize the bids and make a contractor recommendation to the City.

11.0 Construction Services

The Engineer will provide construction services, include a utility meeting, pre-construction meeting, submittal reviews, construction site visits (on-call), and construction observation services.

- 11.1 The Engineer will attend a utility meeting with the City, utility companies and the awarded contractor to begin the communication and emphasize the importance of the utilities with this project.
- 11.2 The Engineer will attend a pre-construction meeting with the City and the contractor to go over the different construction aspects of the project.
- 11.3 The Engineer will review submittals and answer construction related questions from the contractor during the construction of the project.
- 11.4 The Engineer will be available to make construction site visits on an on-call basis during the construction of the project. A total of 10 on-call site visits are anticipated.
- 11.5 The Engineer will perform construction observation services during the installation and construction of the JCW sanitary sewer structures and pipes, as required by JCW.

Additional Services

Services not covered under this scope of services will be considered Additional Services and will be negotiated as an amendment to this scope of services and contract.

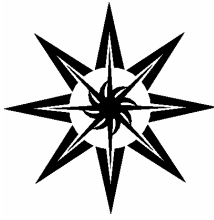
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Exhibit B

Delmar & Fontana LWC Design														
02/01/18	Project Personnel	Principal Water Resources Engineer	Senior Water Resources Engineer	Project Manager	Structural Engineer	Water Resources Engineer	Engineering Intern	Technician	Administrative	Total Hours	Estimated Labor	Total Expenses	Total Subconsultant Costs	Total Cost
	Project Billing Rate	\$225	\$225	\$165	\$155	\$140	\$80	\$60	\$75					
	Task Group 1 - Project Startup Meeting													
1.1	Project Startup Meeting	2							2	4	\$600	\$110	\$0	\$710
	Task Group 1 Subtotals	2	0	0	0	0	0	0	2	4	\$600	\$110	\$0	\$710
	Task Group 2 - Field Data Collection													
2.1	Surveying	2				6			2	10	\$1,440	\$517	\$47,020	\$48,977
2.2	Geotechnical	2				8			2	12	\$1,720	\$465	\$7,300	\$9,485
	Task Group 2 Subtotals	4	0	0	0	14	0	0	4	22	\$3,160	\$982	\$54,320	\$58,462
	Task Group 3 - Preliminary Design													
3.1	Preliminary Design	40	32	24	40	200	180			516	\$68,760	\$0	\$0	\$68,760
3.2	Preliminary Construction Plans	8	4	16	24	80	120		2	254	\$30,010	\$330	\$0	\$30,340
3.3	Preliminary Technical Specifications	8			16	32	40		2	98	\$12,110	\$165	\$0	\$12,275
3.4	Preliminary Cost Estimate	4				16	24			44	\$5,060	\$0	\$0	\$5,060
3.5	Preliminary Design Submittal Meeting	4				8			2	14	\$2,170	\$650	\$0	\$2,820
	Task Group 3 Subtotals	64	36	40	80	336	364	0	6	926	\$118,110	\$1,145	\$0	\$119,255
	Task Group 4 - JCW Submittals and Coordination													
4.1	Sanitary Sewer Design	24	4	24		60				112	\$18,660	\$0	\$0	\$18,660
4.2	JCW Submittals (3)	16		16		80			2	114	\$17,590	\$330	\$0	\$17,920
4.3	JCW Coordination Meetings (3)			16					2	18	\$2,790	\$83	\$0	\$2,873
	Task Group 4 Subtotals	40	4	56	0	140	0	0	4	244	\$39,040	\$413	\$0	\$39,453
	Task Group 5 - Utility Coordination													
5.1	Utility Company Group Meetings (2)			10			8			18	\$2,290	\$28	\$0	\$2,318
5.2	Utility Company Individual Meetings (4)			40			40			80	\$9,800	\$880	\$0	\$10,680
	Task Group 5 Subtotals	0	0	50	0	0	48	0	0	98	\$12,090	\$908	\$0	\$12,998
	Task Group 6 - Public Coordination													
6.1	Public Meetings (3)	15				20	15		2	52	\$7,525	\$1,364	\$0	\$8,889
6.2	Individual Resident Meetings (3 per resident)			80			80			160	\$19,600	\$110	\$0	\$19,710
	Task Group 6 Subtotals	15	0	80	0	20	95	0	2	212	\$27,125	\$1,474	\$0	\$28,599
	Task Group 7 - Final Design													
7.1	Updated Construction Plans	4	4		8	40	80		2	138	\$15,190	\$330	\$0	\$15,520
7.2	Field Check Site Visit					12	6			18	\$2,160	\$760	\$0	\$2,920
7.3	Update FEMA/Johnson County Flood Model	8				16	16			40	\$5,320	\$0	\$0	\$5,320
7.4	Updated Technical Specifications	8	4		8	16	16		2	54	\$7,610	\$165	\$0	\$7,775
7.5	Updated Cost Estimate	4				16				20	\$3,140	\$0	\$0	\$3,140
7.6	Easement Documents	4				24				28	\$4,260	\$28	\$0	\$4,288
7.7	Final Design Submittal Meeting	2				8			2	12	\$1,720	\$650	\$0	\$2,370
	Task Group 7 Subtotals	30	8	0	16	132	118	0	6	310	\$39,400	\$1,933	\$0	\$41,333

Exhibit B

	Task Group 8 - Regulatory Permitting and Approval													
8.1	USACE 404 Permit	2			8	16		2	28	\$3,000	\$28	\$0	\$3,028	
8.2	KDHE Notice of Intent	2			8	16		1	27	\$2,925	\$28	\$0	\$2,953	
8.3	Johnson County SMAC	2			4	6		2	14	\$1,640	\$330	\$0	\$1,970	
	Task Group 8 Subtotals	6	0	0	20	38	0	5	69	\$7,565	\$385	\$0	\$7,950	
	Task Group 9 - Final Construction Documents													
9.1	Final Construction Plans	4			24	32		2	62	\$6,970	\$330	\$0	\$7,300	
9.2	Final Technical Specifications	4			8			2	14	\$2,170	\$165	\$0	\$2,335	
9.3	Final Engineer's Cost Estimate	2			8				10	\$1,570	\$0	\$0	\$1,570	
9.4	Final Construction Document Submittal	2			4			2	8	\$1,160	\$0	\$0	\$1,160	
	Task Group 9 Subtotals	12	0	0	44	32	0	6	94	\$11,870	\$495	\$0	\$12,365	
	Task Group 10 - Bidding Services													
10.1	Bid Phase Questions	8			8	40			56	\$8,640	\$0	\$0	\$8,640	
10.2	Pre-bid Meeting	5			8	5		2	20	\$2,795	\$623	\$0	\$3,418	
10.3	Bid Opening	2			6				8	\$1,290	\$0	\$0	\$1,290	
	Task Group 10 Subtotals	15	0	0	8	54	5	2	84	\$12,725	\$623	\$0	\$13,348	
	Task Group 11 - Construction Services													
11.1	Utility Company Meeting			2				2	4	\$480	\$0	\$0	\$480	
11.2	Pre-construction Meeting			2				2	4	\$480	\$0	\$0	\$480	
11.3	Submittal Reviews				8	32		2	42	\$5,870	\$220	\$0	\$6,090	
11.4	Construction Site Visits (on call)			8			8		16	\$1,960	\$220	\$0	\$2,180	
11.5	Construction Observation of JCW Structures			40			40		80	\$9,800	\$220	\$0	\$10,020	
	Task Group 11 Subtotals	0	0	52	8	32	48	0	146	\$18,590	\$660	\$0	\$19,250	
	Totals	188	48	278	112	792	748	0	43	2,209	\$290,275	\$9,127	\$54,320	\$353,722



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 5, 2018

Council Meeting Date: February 5, 2018

CONSIDER APPROVAL OF A CONTRACT WITH DALE BROTHERS FOR THE NORTH PARK BUILDING DEMOLITION PROJECT.

RECOMMENDATION

Move to authorize the Mayor to sign the Construction Contract with Dale Brothers for the North Park Building Demolition project for \$217,221.37.

BACKGROUND

On January 24, 2018, the office of the City Clerk opened bids for the North Park Building Demolition. Eight bids were received:

Dale Brothers	\$ 217,221.37
Industrial Salvage and Wrecking	\$ 233,300.00
Greg Bair Track Hoe Service	\$ 250,800.00
Harvey Brothers Trucking and Wrecking	\$ 276,926.00
Midland Wrecking	\$ 308,755.00
AT Abatement Services	\$ 312,589.00
REMCO Demolition	\$ 333,810.00
Kaw Valley Companies	\$ 349,119.00
Engineer's Estimate	\$ 315,000.00

There is \$250,000 budgeted for this project. This project consists of demolition of the building, the east parking lot and a portion of the west parking lot to make grade to a future park. The budgeted project amount includes required testing and demolition.

City staff has reviewed the bids for accuracy and found a minor error in one bid. Staff recommends award to the low bidder based on bid evaluation and references.

FUNDING SOURCE

Funding will be made available in the CIP project for demolition from Economic Development in the amount of \$250,000.

ATTACHMENTS

1. Construction Agreement with Dale Brothers

PREPARED BY

Melissa Prenger, Senior Project Manager

January 30, 2018

CONSTRUCTION AGREEMENT



**BG080001
NORTH PARK - BUILDING DEMOLITION**

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

DALE BROTHERS

CONSTRUCTION CONTRACT
FOR
BG080001 NORTH PARK - BUILDING DEMOLITION

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
DOUBLED D INC, dba DALE BROTHERS

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Prairie Village, Kansas, hereinafter termed the "**City**", and DOUBLED D INC dba DALE BROTHERS, hereinafter termed in this agreement, "**Contractor**", for the construction and completion of Project NORTH PARK - BUILDING DEMOLITION, (the "**Project**") designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

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

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

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

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of TWO HUNDRED SEVENTEEN THOUSAND-TWO HUNDRED AND TWENTY ONE AND 37/100 DOLLARS (\$ 217,221.37) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

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

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

6. PROJECT MANAGER

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

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

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

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

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

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

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

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

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

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

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

8. DELAYS AND EXTENSIONS OF TIME

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

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

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

9. ADVERSE WEATHER:

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

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

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

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

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

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

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

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

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

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

10. LIQUIDATED DAMAGES

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

11. PAYMENT PROCEDURE

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

is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

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

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

12. COMPLETION AND FINAL PAYMENT

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

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

12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.

12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

13. CLAIMS BY THE CONTRACTOR

13.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.

13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily

encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

- 13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).
- 13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.
- 13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven

calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.

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

14. CHANGES IN THE WORK

- 14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.
- 14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change

Order, and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.

14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

15. INSURANCE AND BONDS.

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

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

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

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

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

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

Limits -

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

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

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

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

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

- 15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:
- A. Cover all subcontractor's in its insurance policies, or
 - B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

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

- 15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.
- 15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.
- 15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.
- 15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

16. INDEMNITY

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

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

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

17. SUCCESSORS AND ASSIGNS

- 17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any

Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

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

18. NON-DISCRIMINATION LAWS

- 18.1 The Contractor agrees that:
 - A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
 - B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
 - C. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
 - D. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final,

the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and

- E. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
 - F. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- 18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

19. FEDERAL LOBBYING ACTIVITIES

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

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

20. RELATIONS WITH OTHER CONTRACTORS:

- 20.1 The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City, and workers who may be employed by the City, or any other entity on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct his/her operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage, that may be sustained by other contractors, workers, their work or employees of the City, because of any fault or negligence on the Contractor's part, and shall, at his/her own expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.
- 20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.

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

21. RIGHT OF CITY TO TERMINATE

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

22. MISCELLANEOUS:

- 22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good

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

- 22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.
- 22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to

act constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

- 22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

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

CITY OF PRAIRIE VILLAGE

Doubled D Inc. dba Dale Brothers

(typed company name)

By: _____
(signed)

By: _____
(signed)

Laura Wassmer

(typed name)

Mayor

(typed title)

City of Prairie Village

Doubled D Inc. dba Dale Brothers

(typed company name)

7700 Mission Road

PO Box 12451

(typed address)

Prairie Village, Kansas 66208

Kansas City, Kansas 66112

(typed city, state, zip)

913-957-4526

(typed telephone number)

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Joyce Hagen-Mundy

City Attorney, Catherine Logan

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



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 5, 2018
Council Meeting Date: February 5, 2018

CONSIDER DESIGN AGREEMENT WITH BBN ARCHITECTS, INC. FOR THE DESIGN OF THE 2018 PARKS PROJECTS.

RECOMMENDATION

Move to approve the design agreement with BBN Architects, Inc. for the design of the 2018 Parks Projects: North Park (BG080001), Porter Restroom (BG600002) and Fitness Court Facility in the amount of \$136,810.

BACKGROUND

Public Works recently requested proposals from firms to provide engineering services for Prairie Village for the next three years. The City received 11 submittals and interviewed Clark Enersen Partners, BBN Architects, Stantec and MKEC. Based on their original proposals and the interviews the selection committee chose BBN Architects to be the City's parks professional services consultant for 2018-2020. The selection committee consisted of Terrence Gallagher, Sheila Myers, Chad Herring, Keith Bredehoeft, Alley Porter, and Melissa Prenger.

This agreement is for the design of the 2018 Parks Projects. The largest project is the North Park project which will include the development of the new park from concept to construction. The scope includes public input, concept development, and construction documents. The Porter Restroom project is a highly anticipated addition to the park and was listed as a top priority for the Parks and Recreation Committee. The restroom location is conceptually located at the site of the existing portable restroom.



The Fitness Court will be installed at a location yet to be determined. The court is a new campaign with to empower cities through Free Fitness. The City has executed their agreement with the NFC for installation. BBN will assist with location selection and site grading.

FUNDING SOURCE

There is funding available in the CIP projects.

ATTACHMENTS

1. Design Agreement with BBN Architects, Inc.

PREPARED BY

Melissa Prenger, Sr Project Manager

February 1, 2018

AGREEMENT FOR
For
DESIGN SERVICES
Of
PROJECT - 2018 PARK PROJECTS
NORTH PARK -BG080001
PORTER RESTROOM - BG600002
FITNESS COURT

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

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide services for the general design of park improvements, hereinafter called the “**Project**”,

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

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 construct park improvements to Porter and Windsor Parks.
- B. City Representative** The City shall in a timely manner designate, Melissa Prenger, Senior Project Manager, to act as the City’s representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City’s policies and decisions with respect to the Consultant’s services for the Project.
- C. Existing Data and Records** The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the 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. **Correspondence to Property Owners** Obtain mailing list and approve all correspondence to property owners in the project area. Typical, but not all inclusive, correspondence is:
 - 1. Frequently Asked Questions (FAQ)
 - 2. Citizen Bill of Rights
 - 3. Information request about driveway, lawn sprinkler, pet fence
 - 4. Intent to construct sidewalk
 - 5. Intent to begin construction
 - 6. Public Information meeting

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

See Attachment 'A'.

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 'Attachment B'.

Article V Compensation

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

North Park	Total Maximum Fee	\$ 91,706.00
Porter Restroom	Total Maximum Fee	\$ 40,204.00
Fitness Court	Total Maximum Fee	\$ 4,900.00
- 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 from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- M. **Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. **Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to 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.
- 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

Laura Wassmer, Mayor

Address for giving notices:

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

Telephone: 913.385.4647
Email: publicworks@pvkansas.com

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

BBN Architects, Inc.



Scott Bingham, Principal

Address for giving notices:

BBN Architects, Inc.
411 Nichols Road, #246
Kansas City, MO 64112

Telephone: 816.753.2550
email: sbingham@bbnarchitects.com

APPROVED AS TO FORM BY:

Catherine P. Logan, City Attorney

This supplemental section further defines the scope of services and fee proposal for the park improvements at North Park and Porter Park. The design team for this work includes architects and landscape architects from BBN Architecture, with the following subconsultants: SK Design Group (civil engineering), Leigh & O’Kane (structural engineering) and Antella (M/E/P engineering) as subconsultants. It is assumed the steering committee will include City Staff and members of the parks and recreation committee.

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

Scope of Services

North Park

- 1) **Assessment of existing conditions and topographic survey:** The design team will develop an existing conditions plan with aerial photography, boundary information, topography, and the available utility information using the county’s GIS mapping system. (This information will be replaced once a survey can be conducted of the post-demolition conditions.) BBN will develop a site inventory identifying objective park-related issues such as access, topography, natural features, etc. to be used at the first public meeting.
 - a) Deliverables: site inventory plan and post-demolition topographic survey.
 - b) Assumptions: Geotechnical studies or a boundary survey will not be required. The demolition contract by others will import fill to account for the existing church basement and the existing steeple will be retained.
- 2) **Public Meeting #1:** Before making any decisions about the design or use of the park, BBN will assist the City of Prairie Village in the first pair of public meetings for North Park. The goals for this pair of meetings will be to inform the public on the anticipated process, funding, and timeline before soliciting their ideas on how this new park space should be utilized. It is assumed that the city will acquire the physical space, promote the meeting (with BBN’s assistance) and work with BBN in facilitating small group discussions.
 - a) Deliverables
 - i) graphic boards conveying the anticipated process, timeline and site inventory
 - ii) an array of images to stimulate park use ideas
- 3) **Programming Meeting:** After the public meeting, BBN will organize the input received and share the results at a programming meeting with the steering committee. The objective of this meeting will be to reach consensus on the program components of the park, in the order of importance, that will guide the development of the design.
 - a) Deliverables: summary of public input
- 4) **Concept Development:** The design team will develop two concepts based on the results of the programming meeting. These graphic plans will be conceptual in nature on trace overlay,

showing the proposed elements and their relationship to each other and the site's characteristics. Each plan will note the proposed facilities, support structures, circulation and other items needed to clearly define the design intent of each concept. BBN will present these and preliminary construction cost estimates for each concept with the steering committee. Based on committee's feedback on the two concepts, BBN will develop a revised concept that draws from the best attributes of the two prior concepts.

- a) Deliverables: (3) design concepts with corresponding order of magnitude cost estimates
- 5) Public Meeting #2:** Preparation for the second pair of open house public meetings will be the same as the first. The purpose of these meetings will be to present and receive feedback on the revised design concept. BBN will present the concept and help facilitate the public's feedback.
- a) Deliverables
 - i) graphic boards conveying the desired concept
 - ii) projected construction costs
 - iii) graphic boards conveying images of park detail options to seek public input
- 6) Final Concept Direction:** After the meeting, BBN will organize the input received and meet with City Staff to discuss the results. The objective of this meeting will be to reach consensus on what changes, if any, need to be made to the desired concept to determine the final concept for the park that will be shared with the city council.
- a) Deliverables
 - i) summary of public input
- 7) Final Concept and City Council Meeting:** BBN will produce a final concept and make a presentation to the Prairie Village City Council summarizing the project's process, the public feedback received and the desired direction for the bid documents (including projected costs).
- a) Deliverables
 - i) final concept site plan and supporting images
 - ii) projected construction costs
 - iii) PowerPoint presentation covering the scope described above.
- 8) Bid Documents:** Based on the direction given by the city council, the BBN team will develop construction bid documents. This will include drawings and specifications for the proposed park elements. The bid documents, along with the projected costs, will be reviewed with City Staff at 50% and 95% progress milestones.
- a) Deliverables
 - i) Construction bid documents and estimates of probable construction costs at 50%, 95% and 100% progress milestones.
 - ii) Stormwater Pollution Prevention Plan (SWPPP) and all Notice of Intent to Disturb Land notifications to the Kansas Department of Health and Environment (KDHE) as well as local erosion control permitting.
 - b) Assumptions
 - i) Park will consist of a shelter, permanent restroom, playground, walking trail, parking lot, landscaping and other minor items. If the public input process generates additional significant items, the proposed scope and fee may need to be revisited.

- ii) The civil engineering scope assumes that the existing storm and sewer infrastructure will remain in place and that the project will not require a stormwater study or a sewer main extension.
 - iii) The permanent restroom will be heated and vented, but not air-conditioned.
 - iv) Foundations for the structures will take a conservative approach and follow International Building Code standards rather than conducting a geotechnical study of the site.
 - v) The city will provide the front-end documents for the project manual.
- 9) **Bidding:** BBN will provide the documents to a commercial online plan room for bidding and will attend a city-led pre-bid meeting. The design team will respond to bidder inquiries and issue addenda as needed. After bidding, BBN will review the bids with City Staff and make a recommendation to award.
- a) Deliverables: Bid addenda, evaluation of bid (bid tab) and a recommendation to award.
 - b) Assumptions: Project will be a lump sum bid, but will require the contractor to provide a schedule of values for the purposing of reviewing pay applications.
- 10) **Construction Administration:** During the course of construction, the BBN team will be corresponding with the contractor and the city-provided site inspector. The team will also attend a contractor-led pre-construction meeting and make twelve (12) site visits to observe the work being done. This will include substantial and final punch list reviews documenting items observed that are not in conformance with the bid documents and the corrected work. The BBN team will respond to contractor requests for information and issue any additional documentation as necessary.
- a) Deliverables: Construction administration documents and correspondence.
 - b) Assumptions
 - i) Meetings will be held bi-weekly during active construction periods and construction will be complete by the spring of 2019.
 - ii) The city will provide site inspections and any required field testing.
 - iii) Requested site meetings beyond the stated maximum will be charged on an hourly basis (see Attachment C for the hourly rate schedule).

Porter Park

- 1) **Assessment of existing conditions and initial direction:** The design team will review the past studies provided by the city as a basis for the restroom program at Porter Park. Partial topographical surveys will be performed for the improvement area and the design team will assess the existing conditions to identify the general opportunities and constraints for the planned improvement. BBN will then meet with City Staff to share these findings and discuss the initial direction for the concept development. Issues such as the general aspects of the restrooms and general aesthetics will be discussed.
- a) Deliverables
 - i) topographic survey of Porter Park's restroom location (including utility connections).
 - ii) Collection of images for discussion purposes on the general aspects of the restroom.

Prairie Village – 2018 Park Projects
ATTACHMENT A – SUPPLEMENT FOR PROJECT SCOPE
February 1, 2018

- b) Assumptions: the restroom will not be a pre-fabricated product.
- 2) **Concept Development:** Based on the initial direction given by City Staff, the design team will develop a concept for the Porter Park restroom, including floor plans, elevations and a site plan to relate it to the existing park. BBN will present the concepts for the restroom, along with an order of magnitude estimate of construction cost to City Staff.
- a) Deliverables
 - i) one restroom design concept with corresponding order of magnitude cost estimate
- 3) **Public Meeting:** A single public meeting will be conducted to share the concepts for the Porter restroom, incorporating any feedback given by City Staff. This will be done in an open house format arranged and promoted by the city, with BBN’s assistance. The purpose of this meeting will be to receive feedback on the concept and educate the public on how and when the improvements will be undertaken. BBN and City Staff will work together to facilitate the public’s feedback.
- 4) **Final Concept Direction:** After the meeting, BBN will organize the input received and meet with City Staff to discuss the results. The objective of this meeting will be to reach consensus on the direction of the final concept.
- a) Deliverables
 - i) summary of public input
- 5) **Final Concept:** BBN will produce a final concept for the Porter restroom and then share the results, including projected costs, with City Staff.
- a) Deliverables
 - i) final concept site drawings and supporting images
 - ii) projected construction costs
- 6) **Bid Documents:** Based on the direction given by City Staff, the BBN team will develop construction bid documents for Porter Park’s restroom so that it may be incorporated with the North Park documents and bid under one contract. This will include drawings and specifications for the proposed restroom. The bid documents, along with the projected costs, will be reviewed with City Staff at 50% and 95% progress milestones.
- a) Deliverables
 - i) Porter Park’s restroom construction bid documents and estimates of probable costs at 50%, 95% and 100% progress milestones.
 - b) Assumptions
 - i) Porter Park’s restroom building will be incorporated into the North Park bid documents.
 - ii) Civil engineering scope assumes that the existing storm and sewer infrastructure will remain in place and that the project will not require a stormwater study or a sewer main extension.
 - iii) The restroom project will not impact the flood plain nor require grading within the flood plain. Consequently, a flood plain study, elevation certificate, USACE permitting, and/or FEMA permitting will not be required.
 - iv) The permanent restroom will be heated and vented, but not air-conditioned.

- v) Foundations for the structures will take a conservative approach and follow International Building Code standards rather than conducting a geotechnical study of the site.
- 7) **Bidding:** BBN will provide the bid documents to a commercial online plan room for bidding and will attend a city-led pre-bid meeting. The design team will respond to bidder inquiries and issue addenda if needed. After bidding, BBN will review the bids with City Staff and make a recommendation to award.
- a) Deliverables: Bid addenda, bid evaluation (bid tab) and a recommendation to award.
 - b) Assumptions: The restroom will be included in the North Park bid documents.
- 8) **Construction Administration:** During the course of construction, the BBN team will attend a contractor-led pre-construction meeting and make (8) site visits to observe the work being done. This will include substantial and final punch list reviews documenting items observed that are not in conformance with the bid documents. The BBN team will respond to contractor requests for information and issue any additional documentation as necessary.
- a) Deliverables: Construction administration documents and correspondence.
 - b) Assumptions:
 - i) Progress meetings for the restroom will be incorporated with North Park’s meetings.
 - ii) The city will provide site inspections and any required field testing.
 - iii) Requested site meetings beyond the stated maximum will be charged on an hourly basis (see Attachment C for the hourly rate schedule).

Fitness Court

- 1) **Public Meeting:** As part of the first public meeting for North Park, one of the stations will include the concept behind a fitness court. The design team will share the specifics of this recreation feature sponsored by the National Fitness Campaign, and lead discussions about which Prairie Village Park is best suited to host this feature.
- 2) **Discussion with Staff:** At the programming meeting for North Park, BBN will share the results of the discussions at the public meeting and offer any additional insights on the suggested location for the fitness court. It is assumed that a consensus will be reached with staff on the court’s location at the conclusion of this meeting.
 - a. Deliverables: summary of public input
- 3) **Final Recommendation:** To formalize the conclusions of the prior task, BBN will draft a memorandum, stating the arguments for location the fitness court at the selected park. An exhibit that locates the court using the best available site information will be included as an attachment.
 - a. Deliverables: final recommendation memorandum

Prairie Village - 2018 Park Projects
 ATTACHMENT C - SUPPLEMENT FOR PROJECT FEE

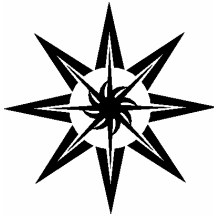
This supplemental section further defines the scope of services and fee proposal for the park improvements at North Park and Porter Park. BBN proposes an hourly not to exceed fee for the scope of services described above. A modest allowance for local travel and in-house printing is included in the fee, with the assumption that the distribution of the documents will be done electronically. Please refer to the attached fee summary outlining the hours and fees for each task.

FEE SUMMARY - NORTH PARK (BG080001)							
Task	BBN Fee	SK Design Fee	Leigh O'Kane Fee	Antella Fee	Greg Grant Survey		
Rate						Team Hours	Team Fee
EXISTING CONDITIONS ASSESSMENT	\$ 2,144			\$ 600.00	\$3,300.00	24.00	\$ 6,044.00
PUBLIC MEETING #1	\$ 2,192					18.00	\$ 2,192.00
PROGRAMMING MEETING	\$ 1,390					10.00	\$ 1,390.00
CONCEPT DEVELOPMENT	\$ 5,508	\$ 2,500		\$ 1,500.00		56.00	\$ 9,508.00
PUBLIC MEETING #2	\$ 2,192					18.00	\$ 2,192.00
FINAL CONCEPT & CITY COUNCIL MEETING	\$ 1,390					10.00	\$ 1,390.00
FINAL CONCEPT	\$ 5,530					46.00	\$ 5,530.00
BID DOCUMENTS	\$ 22,612	\$ 9,000	\$ 5,333	\$ 5,070		283.30	\$ 42,015.00
BIDDING	\$ 1,805	\$ 500		\$ 300		17.00	\$ 2,605.00
CONSTRUCTION ADMINISTRATION	\$ 15,390	\$ 1,200	\$ 1,350	\$ 900		158.00	\$ 18,840.00
Total Project	\$ 60,153	\$ 13,200	\$ 6,683	\$ 8,370	\$ 3,300	640.30	\$ 91,706.00
	66%	14%	7%	9%	4%	100%	
FEE SUMMARY - PORTER RESTROOM (BG600002)							
Task	BBN Fee	SK Design Fee	Leigh O'Kane Fee	Antella Fee	Greg Grant Survey		
Rate						Team Hours	Team Fee
EXISTING CONDITIONS & INITIAL DIRECTION	\$ 2,150			\$ 300	\$1,000.00	20.00	\$ 3,450.00
CONCEPT DEVELOPMENT	\$ 4,886	\$ 1,000		\$ 900		47.00	\$ 6,786.00
PUBLIC MEETING	\$ 1,320					8.00	\$ 1,320.00
FINAL CONCEPT DIRECTION	\$ 930					6.00	\$ 930.00
FINAL CONCEPT	\$ 1,152					8.00	\$ 1,152.00
BID DOCUMENTS	\$ 7,382	\$ 5,000	\$ 1,620	\$ 4,500		100.00	\$ 18,502.00
BIDDING	\$ 968	\$ 500		\$ 150		7.00	\$ 1,618.00
CONSTRUCTION ADMINISTRATION	\$ 3,266	\$ 1,200	\$ 1,080	\$ 900		40.00	\$ 6,446.00
Total Project	\$ 22,054	\$ 7,700	\$ 2,700	\$ 6,750	\$ 1,000	236.00	\$ 40,204.00
	55%	19%	7%	17%	2%	100%	
FEE SUMMARY - FITNESS COURT							
Task	BBN Fee	SK Design Fee	Leigh O'Kane Fee	Antella Fee	Greg Grant Survey		
Rate						Team Hours	Team Fee
PUBLIC MEETING	\$ 1,532					14.00	\$ 1,532.00
FINAL LOCATION DIRECTION	\$ 1,836					18.00	\$ 1,836.00
FINAL RECOMMENDATION	\$ 1,532					14.00	\$ 1,532.00
Total Project	\$ 4,900	\$ -	\$ -	\$ -	\$ -	46.00	\$ 4,900.00

Prairie Village – 2018 Park Projects
ATTACHMENT C – SUPPLEMENT FOR PROJECT FEE

Schedule of Hourly Rates

Principal Architect	\$235.00
Principal Landscape Architect	\$154.00
Cost Estimator	\$151.00
Project Architect	\$95.00
Landscape Intern	\$76.00



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 5, 2018
Council Meeting Date: February 5, 2018

CONSIDER MEADOWBROOK PROJECT (MBDRAINX) CONSTRUCTION CHANGE ORDER #1

RECOMMENDATION

Move to approve Construction Change Order #1 with Superior Bowen Asphalt Company for the modifications to the pond spillway outlets.

BACKGROUND

Change Order #1 reflects the work required to make modifications to the areas downstream of the spillway outlet structures. As the Meadowbrook project was nearing completion the significant rains in July and August in 2017 caused significant erosion downstream of the spillways. It was determined that these areas should have been handled differently with the original design. We have coordinated this additional work with the Johnson County's SMAC program and they agree that this additional work is SMAC reimbursable at 75% of the construction cost. Phelps Engineering is not billing for the additional design cost for this oversight.

Upper two Spillways- At these locations, a concrete slab and toe wall was placed after the erosion occurred last summer. The design was simple and the costs were reasonable at these locations. Due to this, we approved this work to be done at that time.

Lower Spillway- Due to the elevation from the spillway to the culvert under 95th Street the design had to be modified to reduce the velocity of the water to a point that future erosion could be eliminated. Our Engineer's studied multiple solutions and we ended with one that solves the issues but still fits aesthetically with the Meadowbrook project. The solution requires a large concrete slab to be constructed, additional concrete retaining walls, the extension of the stone walls that exist at the spillway, and larger stone riprap. This design will eliminate significant erosion problems into the future. Due to the cost, this work approval for the work to proceed will not happen until Council approval of this change order. Staff did have two construction companies look at the design and give us construction cost information which led us to determine that the Superior Bowen price is reasonable.

The total cost of this increased work is \$467,842.51 and is summarized in the attached Change Order #1.

FUNDING SOURCE

Funding for this additional work will come from the Meadowbrook TIF

75% of this change order will be funded by the County's SMAC program

Summary of funding for Change Order

Total funding required for repairs= \$467,842.51

75% SMAC= \$350,881.88

25% TIFF= \$116,960.63

ATTACHMENTS

1. Construction Change Order #1 with Superior Bowen Asphalt Company

PREPARED BY

Keith Bredehoeft, Public Works Director

February 1, 2018

CITY OF PRAIRIE VILLAGE
PUBLIC WORKS DEPARTMENT
CONSTRUCTION CHANGE ORDER NO. 1



City's Project: Meadowbrook

Date Requested: February 5, 2018

Contract Date: May 17, 2016

Consultant's Name: Phelps Engineering

Contractor's Name: Superior Bowen

REQUIRED CHANGES TO PRESENT CONTRACT

Contract Quantity	Previous Amount	Unit	Item Description	Adj. Quant.	Unit Price	Adjusted Amount
0	\$0.00	LS	Upper spillways	LS	\$37,842.51	\$37,842.51
0	\$0.00	LS	Lower spillway	LS	\$430,000.00	\$430,000.00

TOTAL

NET TOTAL Increase

EXPLANATION OF CHANGE - This change order is to cover the following items:

- 1) Upper spillways - includes final quantities in project and additional work to prevent scour next to the spillway walls.
- 2) Lower spillway - includes quantities and testing for additional work at the lower spillway to prevent scour at the spillway walls and in the channel.

	Contract Value	Contract Days
Original Contract	\$5,899,774.34	12/31/2016
Current Contract including previous Change Orders	\$5,899,774.34	6/15/2017
NET This Change Order	\$467,842.51	4/31/2018
New Contract Price	\$6,367,616.85	

Contractor
Superior Bowen

Date

Keith Bredehoeft, Public Works Director
City of Prairie Village, KS

Date

Laura Wassmer, Mayor
City of Prairie Village, KS

Date



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 5, 2018
Council Meeting Date: February 5, 2018

CONSIDER AMENDMENT TO THE JOHNSON COUNTY SMAC FUNDING AGREEMENT FOR THE MEADOWBROOK PROJECT (MBDRAINX)

RECOMMENDATION

Move to approve the amendment to the Johnson County SMAC Funding Agreement for the Meadowbrook project.

BACKGROUND

This funding amendment is necessary for the increase in SMAC funds required due to Change Order #1 for the Meadowbrook project. The new funding limit for SMAC funds is set at \$2,314,236 as per the agreement.

Change Order #1 reflects the work required to make modifications to the areas downstream of the spillway outlet structures. As the Meadowbrook project was nearing completion the significant rains in July and August in 2017 caused significant erosion downstream of the spillways. It was determined that these areas should have been handled differently with the original design. We have coordinated this additional work with the Johnson County's SMAC program and they agree that this additional work is SMAC reimbursable at 75% of the construction cost. Phelps Engineering is not billing for the additional design cost for this oversight.

The total cost of this increased work is \$467,842.51, as per Change Order #1, for the additional work.

FUNDING SOURCE

N/A

ATTACHMENTS

1. Agreement with the Johnson County's SMAC program

PREPARED BY

Keith Bredehoeft, Public Works Director

February 1, 2018

**Amendment to the Agreement
between Johnson County and the
City of Prairie Village for a Stormwater Management Project
known as 95th and Roe Area Stormwater Improvements
IC-11-001**

This Amendment to Agreement is entered into as of the _____ day of, _____, 20__ by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the City of Prairie Village, Kansas ("City").

Recitals

1. The Board and the City entered into that certain Agreement dated April 6, 2017, covering a certain Stormwater Management Project identified as improvements on 95th and Roe Area Stormwater Improvements (IC-11-001).
2. The funding commitment of the Board set forth in the Agreement is limited to an amount not to exceed One Million Eight Hundred Eighty Four Thousand Two Hundred Thirty Six Dollars (\$1,884,236) which the parties now desire to increase to Two Million Three Hundred Fourteen Thousand Two Hundred Thirty Six Dollars (\$2,314,236).
3. On _____, the City authorized its Mayor to enter into this Amendment.

Agreement

1. The Agreement is hereby amended by replacing the words "One Million Eight Hundred Eighty Four Thousand Two Hundred Thirty Six Dollars (\$1,884,236)" in Sub Paragraph 2 titled, "Estimated Project Cost", Page 2, with "Two Million Three Hundred Fourteen Thousand Two Hundred Thirty Six Dollars (\$2,314,236)."
2. The Agreement is hereby amended by replacing the words "One Million Eight Hundred Eighty Four Thousand Two Hundred Thirty Six Dollars (\$1,884,236)" in Sub Paragraph 3 titled, "Option to Terminate", second paragraph on page 2, with "Two Million Three Hundred Fourteen Thousand Two Hundred Thirty Six Dollars (\$2,314,236)."
3. Except as specifically amended by this Amendment, all the terms and provisions of the Agreement and any prior Amendments to the Agreement, shall remain unchanged and in full force and effect.

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

City of Prairie Village, Kansas

Ed Eilert, Chairman

Laura Wassmer, Mayor

Attest:

Attest:

Linda W. Barnes
Deputy County Clerk

City Clerk

Approved as to form:

Approved as to form:

Robert A. Ford
Assistant County Counselor

City Attorney

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, February 05, 2018
7:30 PM**

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **INTRODUCTION OF STUDENTS & SCOUTS**

V. **PRESENTATIONS**

Swearing in ceremony for new Prairie Village Police Officers

Recognition of Faith Lutheran Church

VI. **PUBLIC PARTICIPATION**

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

VII. **CONSENT AGENDA**

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

By Staff

1. Approve the regular City Council meeting minutes - January 16, 2018
2. Approve claims ordinance 2962
3. Approve the purchase of a DARE Police vehicle
4. Approve the purchase of three 2018 Ford Police Interceptor Utilities
5. Approve Construction Change Order #1 (Final) with Guarantee Roofing Inc. for the City Hall roof repair

By Committee

6. Approve an agreement with Collection Bureau of Kansas, Inc. (CBK) for collecting outstanding court fines and fees.

VIII. **COMMITTEE REPORTS**

Council Committee of the Whole

COU2018-06 Consider approval of the final design engineering contract with

- Water Resources Solutions, LLC for the Delmar and Fontana low water crossing removal and drainage project
- COU2018-07 Consider approval of an agreement with Dale Brothers for the North Park building demolition project
- COU2018-08 Consider approval of a design agreement with BBN Architects, Inc. for the design of the 2018 parks projects
- COU2018-09 Consider approval of Meadowbrook Project Construction Change Order #1 with Superior Bowen Asphalt Company for the modifications to the pond spillway outlets
- COU2018-10 Consider approval of an amendment to the Johnson County SMAC Funding Agreement for the Meadowbrook project

Planning Commission

- PC2018-101 Consider Final Plat for "Meadowbrook Park, Second Plat"

IX. MAYOR'S REPORT

X. STAFF REPORTS

XI. OLD BUSINESS

XII. NEW BUSINESS

Cities for CEDAW - Ron Nelson

Council meeting efficiency - Tucker Poling

XIII. ANNOUNCEMENTS

XIV. ADJOURNMENT

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

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

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
January 16, 2018**

The City Council of Prairie Village, Kansas, met in regular session on Tuesday, January 16, 2018 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, Ronald Nelson, Tucker Poling, 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; Shannon Marcano, Assistant City Attorney; Wes Jordan, City Administrator; Jamie Robichaud, Assistant City Administrator; Alley Porter, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

INTRODUCTION OF STUDENTS & SCOUTS

Mayor Wassmer welcomed scouts from Troop 381 in attendance for their “Citizenship and the Community” Badge.

RECOGNITION OF OUTGOING COUNCIL MEMBERS

Mayor Wassmer recognized outgoing Council members Steve Noll (Ward 2) and Eric Mikkelson (Ward 3), noting the time commitment and sacrifices required of council members. She expressed appreciation to Mr. Noll for his leadership and mentorship over the past 25 years of service. Mr. Noll was first elected to the Council in 1991,

serving six terms in office. Mr. Mikkelson served one four-year term. Proclamations were read and presented to each, acknowledging their service with a plaque.

RECOGNITION OF NEWLY ELECTED COUNCIL MEMBERS

Mayor Wassmer recognized the following individuals elected in November to represent their respective wards on the City Council. Ward 1 - Jori Nelson; Ward 2 - Ronald Nelson; Ward 3 - Tucker Poling; Ward 4 - Shelia Myers; Ward 5 - Dan Runion and Ward 6 - Terrence Gallagher. They were sworn into office on Monday, January 8th by the City Clerk. Mayor Wassmer congratulated the newly elected council members and welcomed family members in attendance.

RECOGNITION OF POLICE DEPARTMENT PROMOTIONS

Chief Tim Schwartzkopf introduced to the City Council recently promoted police personnel: Corporal Eric Mieske, Sgt. Joel Porter and Captain Ivan Washington.

PUBLIC PARTICIPATION

Julie Taylor, 4812 West 77th Street, addressed the City Council regarding the proposed demolition of the Mission Antique Mall Building. She strongly opposes its demolition, noting that it is a part of Prairie Village history and adds a unique character to the community. Brooke Morehead encouraged Mrs. Taylor to voice her concerns and opposition to the property owner. Mayor Wassmer noted this is private property and the city has no control over what happens to the building.

With no one else to address the City Council, public participation was closed at 7:52 p.m.

CONSENT AGENDA

Dan Runion moved for the approval of the Consent Agenda for Tuesday, January 16, 2018 as presented:

1. Approval of the regular City Council meeting minutes - January 2, 2018
2. Approval of the agreement with the Kansas City Crime Commission for the TIPS Hotline Crime Stoppers Program
3. Approval of the 2018 SuperPass Interlocal Agreement and Swim Meet Letter of Understanding between the cities of Prairie Village, Merriam, Leawood, Mission, Fairway, Roeland Park and the Johnson County Parks and Recreation District for use of swimming pool facilities
4. Approval of the 2018 agreements with Johnson County Parks and Recreation District for the Learn to Swim Program; Pool Usage Agreement and Day Camp Agreement
5. Approval of recreation contracts with Challenger Sports to conduct Tiny Tykes & British Soccer camps at Taliaferro Park

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

COMMITTEE REPORTS

Council Committee of the Whole

COU2018-03 Consider approval of 2018 Recreation Fee Schedule

Alley Porter stated the Parks & Recreation Committee conducted its annual review of recreational fees. A major change to the pool fee structure was made in 2016. Also at that time, the committee recommended a \$5 increase in fees be considered every three to five years rather than minor increases annually. The committee is recommending no changes to the current pool membership structure or fees for the 2018 season.

The only fee changes recommended are an increase in aquatic lessons from \$40 to \$45 and increasing the pool rental fee from \$315 to \$350. Mrs. Porter noted the increase in the pool rental fee is to cover staff costs for the rental.

Chad Herring noted the City's fees are substantially below those charged by other cities, with the exception of Leawood's fee for individuals. Mrs. Porter responded that when the change was made from a family structure to the current individual structure, larger families were charged more than in the past; however, if those memberships were purchased in April, the cost was the same.

Brooke Morehead expressed concern with the decrease in resident memberships and increase in non-resident memberships, who are getting the advantage of the pool facilities without paying taxes to support them. Terrence Gallagher noted that with closures of the Merriam pool and some of the Overland Park pools, the committee expected non-resident memberships to increase last year. The committee felt it was important for non-resident fees to be consistent with neighboring cities' fees.

Serena Schermoly expressed concerned with the trending decrease in resident memberships.

Terrence Gallagher noted that a family of five would pay less than under the previous structure, if purchased in April. He added that with the lower senior citizen rate, those memberships have increased considerably. Sheila Myers added this is only the second year under the new fee structure and supports moving forward with the recommendation of the Parks Committee. Mr. Herring stated that he was not concerned with the increase in non-resident use, but felt the city should make memberships attractive for residents.

Courtney McFadden asked if the pool rental hours decreased. Mrs. Porter replied it did not. They remain 8:30 to 10 p.m. She noted the earlier pool closing would make the transition easier providing time to empty the pool before the private rental began. Mrs. McFadden asked if the city was able to staff private rentals. Mrs. Porter replied

guards are paid time and a half for working private rentals, but it is still a struggle to staff rental parties. Mrs. McFadden noted if they can't be staffed, perhaps this is an amenity that the city should not be offering.

Mrs. Morehead asked when the early registration discount was given. Mrs. Porter replied that it is in place the entire month of April. Mrs. Morehead suggested extending this period for residents and strongly promoting it.

Mayor Wassmer noted the problem would be lost revenue and that the city subsidizes the pool significantly. Mrs. Morehead believes this is an amenity of value for residents.

Serena Schermoly stated she would like to see the discount period extended a couple of weeks for residents.

Brooke Morehead moved to extend the early registration discount an additional two weeks. The motion was seconded by Serena Schermoly.

Andrew Wang asked if this was something the Parks Committee had discussed. Mr. Gallagher replied it had not been discussed by the committee.

Tucker Poling asked what the revenue impact would be on extending the discount by two weeks. Mrs. Porter replied she felt it would be minimal.

Terrence Gallagher asked for clarification on the motion, whether it was for all memberships or only resident memberships. Mrs. Morehead replied it was intended for resident memberships only and amended the motion as follows: "extend the early registration discount for residents from April 30th to May 15th." The amended motion was seconded by Mrs. Schermoly.

Mrs. McFadden questioned the purpose of the proposed action. Mr. Gallagher agreed with giving residents a longer period to receive the discount, but noted the city

recently increased lifeguard pay and that this will probably result in a greater subsidy of pool operations costs by the City. Mr. Runion confirmed the early bird reduction was \$5 off a \$45 fee. Mrs. Myers stated she wanted more history on the current fee structure and does not support making changes at this time.

Tucker Poling asked what impact this would have on staff. Joyce Hagen Mundy stated she felt the impact would be minimal as the number of residents seeking the discount has been minimal.

The motion was voted on and passed by a vote of 7 to 4 with Mr. Herring, Mrs. Myers, Mr. Runion and Mrs. McFadden voting in opposition.

Andrew Wang moved the City Council approve the 2018 Recreation Fee Schedule as approved by the Parks & Recreation Committee with an increase to aquatic lessons from \$40 to \$45 and an increase of the pool rental fee from \$315 to \$350. The motion was seconded by Tucker Poling and passed unanimously.

COU2018-04 Consider Interlocal Agreement with Johnson County for the 2018 Stormwater Management Advisory Council (SMAC) Preliminary Engineering Study for Brush Creek at 68th Street and Mission Road

Keith Bredehoeft stated Johnson County has approved a preliminary engineering study to be completed for Brush Creek at 68th Street and Mission Road. An Interlocal Agreement has been received from Johnson County for execution by Prairie Village. The contract for this study is with Water Resources Management and the design cost is \$36,830. This agreement will limit the County share to 75% of the project's design costs or \$27,622.50. The maximum city funding would be \$9,207.50. The County's funding for this project comes from the Stormwater Management Advisory Council (SMAC) Program.

Mr. Bredehoeft noted the Council approved moving forward with this engineering study on October 16, 2017 to look at options that could possibly eliminate home and

street flooding caused by Brush Creek in the area of 68th and Mission Road. Funding for the City portion, in the amount of \$10,000, will be transferred from the Drainage CIP to Project MIRD0007.

Ron Nelson moved the City Council approve the Interlocal Agreement with Johnson County for the 2018 Stormwater Management Advisory Council (SMAC) preliminary engineering study, Project MIRD0007 for Brush Creek at 68th Street and Mission Road. The motion was seconded by Jori Nelson and passed unanimously.

COU2018-05 Consider Engineering Contract with Water Resources Solutions for the Brush Creek Flooding Study near 68th and Mission Road

Keith Bredehoeft noted this contract goes hand in hand with the Interlocal Agreement just approved to address recent street and home flooding in the area of Mission Road and 68th Street from Brush Creek.

The contract will be funded at 75%, (\$27,622.50), by the Johnson County SMAC program with City funding \$9,207.50. Funding for the City portion will be transferred from the Drainage CIP to Project MIRD0007.

Dan Runion confirmed the funding would be from the 2018 budget.

Jori Nelson moved the City Council approve an engineering agreement with Water Resources Solutions in the amount of \$36,830 for the Brush Creek Flooding Study, Project MIRD0007, near 68th Street and Mission Road. The motion was seconded by Ron Nelson and passed unanimously.

Cell Tower Inspections

Mayor Wassmer noted at the earlier committee meeting action was taken authorizing the City to hire SSC to conduct an inspection and structural analysis of the city-owned cell tower.

Dan Runion asked if the inspection would meet existing governmental requirements. Mr. Jordan responded that he was not aware of any government requirements, but noted the engineers stated that, with the age of this tower, they would recommend an inspection every five years. Mr. Runion asked if, as the owner of a tower, the City was required by statute to have inspections performed. Shannon Marcano stated she was not aware of any, but would confirm that none are required.

Serena Schermoly moved the City Council authorize staff to engage SSC to conduct a conditional inspection and structural analysis of the City's cellular tower. The motion was seconded by Sheila Myers and passed unanimously, with Courtney McFadden abstaining due to a professional conflict of interest.

MAYOR'S REPORT

Mayor Wassmer noted the State of the Cities event hosted by the Northeast Chamber of Commerce is Thursday, January 18th and thanked those Council members who would be attending. She asked Council members to notify Wes Jordan in advance if they are unable to attend a council meeting.

STAFF REPORTS

Public Safety

- Chief Schwartzkopf reported that he and Captains Roberson, Washington and Ward recently attended the NAACP Scholarship Award Dinner.
- The police department has been an active supporter of Special Olympics under the leadership of Sgt. Adam Taylor. In 2017, the department raised just under \$2,100 and will be receiving the Diamond Award of Excellence. He noted eight officers will be participating in the Polar Plunge for Special Olympics on January 27th.
- Chief Schwartzkopf reviewed the actions taken in preparation for the Westboro protest scheduled for Friday, January 19th at the intersection of 75th & Mission from 7:10 to 7:40 a.m. Police Department personnel will be on hand and have met with school personnel.

Public Works

- Keith Bredehoeft reported demolition bids for North Park will be opened next Wednesday, January 24th.
- The agreement for the design consultant for North Park will come before the Council at their next meeting
- Mr. Bredehoeft reported on the two snow events over the past weekend.

Administration

- Jamie Robichaud reported the February meeting of the Planning Commission will consider 9 applications. The major applications include a Special Use Permit & Site Plan Approval for Homestead Country Club; Final Development Plan for the Inn at Meadowbrook and a Special Use Permit for a car wash at 7930 State Line Road.

Jori Nelson asked if residents have been made aware of the car wash application.

Wes Jordan reported that staff met with the applicant and stressed the need for early and significant communication with the neighborhood. A public information meeting was held on Monday, January 15th. The city had not yet received a report on that meeting. Mr. Jordan noted that this application requires a quasi-judicial review that needs to be heard by the Planning Commission.

- The 2018 Leadership Northeast program begins Wednesday, January 17th. City staff Jamie Robichaud and Amy Hunt will be participating in the program. Mayor Wassmer noted that several council members have participated in this program over the years and encouraged new councilmembers Ron Nelson, Chad Herring, and Tucker Poling to consider participating in a future program.
- Mr. Jordan stated the Code Enforcement presentation given earlier reflected the improvements that have been made in the program over the past two years with the addition of a second code enforcement officer. The department has become more proactive in addressing issues.

OLD BUSINESS

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

NEW BUSINESS

Discussion on change of starting time for residential construction

Jori Nelson stated she had received several complaints from residents regarding early morning construction work in residential neighborhoods. She noted this problem is compounded when there are multiple homes under construction on one street, which is prevalent in Ward 1. She asked for council input on potentially changing the starting time from 7 a.m. to 7:30 a.m.

Dan Runion asked if the problem was the actual time or enforcement.

Mayor Wassmer stated she would expect a lot of pushback from builders on the later start time, particularly during the hot summer months. She feels the problem is more with the enforcement than with the 7 a.m. start time and communication of that start time to all subcontractors. Most of the calls she has received complaints on are due to the contractors or subcontractors starting before 7 a.m. It was suggested that when a building permit is issued, they are also given something that stipulates construction hours allowed per the city code. It was also suggested that perhaps construction hours could be written on the posted building permit. It was also suggested that a sign noting construction hours could also be given to the builders when they received their building permit so that they could post it on the property. Mr. Runion noted that construction hours are posted on the Mission Chateau site. It was suggested the contractor be fined for a violation.

Chad Herring asked what the current enforcement process was. Chief Schwartzkopf stated that it generally starts with the police department being notified and an officer being dispatched to the location. The officer will advise those present of the city's code and stop the construction if it is occurring before allowed hours. On a return visit to the location a "Notice to Appear" may be written for municipal court. They are seeking voluntary compliance. He also stated that the complaints he has received are

regarding starting before 7:00 a.m., and not the contractors who start on or after 7:00 a.m.

Mayor Wassmer noted residents do not want to call the police department. People need to understand that they can call the police dispatch non-emergency number and that they should contact them if work is beginning before 7:00 a.m. She feels educating our residents that it's okay to call the non-emergency number would be the first step towards enforcement.

Jori Nelson replied that she felt residents were taking the brunt of the excessive noise, flooding and trash created by construction. She wants to be a voice for the residents. She would be ok with a 7:00 a.m. start in the summer, when there was a heat advisory issued. She noted that Prairie Village did not distinguish between weekend and weekday regulations. Chief Schwartzkopf responded that the code stipulates 7 a.m. for weekdays and 8 am for holiday and weekends.

Wes Jordan noted there is a conflict in this code between the language in Section 5-504 and Section 11-202. The police department has been enforcing code based on Section 11-202. Ms. Nelson noted it was confusing and that the code should be corrected to be in agreement. Mr. Jordan agreed and stated that it is on this list of tasks that need to be completed.

Tucker Poling stated Section 11-202 provides for a 7 a.m. weekdays and 8 a.m. and asked if Ms. Nelson wanted to change the start time to 8 a.m. Ms. Nelson stated she felt it would be clearer and a cleaner code with the same start times every day of the week.

Chief Schwartzkopf noted one of the situations they have encountered on larger projects is that the workers will start up their equipment before 7 a.m. so it is ready to go

at 7, not knowing that this is still a violation. In many cases, the workers are not aware of the regulations.

Mr. Poling asked what the fine was for the first offense. Chief Schwartzkopf replied the fine is set by the judge. Mr. Poling stated he shares the Mayor's concerns about not being able to start earlier during the summer months. Serena Schermoly agreed with Mr. Poling and added that by delaying the start time, the city is cutting the number of hours available to work and thus extending construction time.

Ms. Nelson stressed this is a major problem on streets with multiple homes under construction, and Ward 1 is most affected by this currently. She noted that some streets in her ward that have not had a reprieve from neighborhood construction for several months. She confirmed that the starting of equipment prior to 7 a.m. would be considered a violation. Chief Schwartzkopf stated that when officers arrive at the work site they inform workers they can't start equipment before 7 a.m.

Chad Herring recognized the need for a balanced solution. People are tired of the noise and concerned with the way contractors and subs don't always follow the rules. He did not feel the hours of operation needed to be changed. Education and communication are essential. He suggested that this may be a good cover article for the Village Voice as the construction season nears: advising residents of the regulations, providing them the non-emergency number for the police department and encouraging them to call if they have concerns or if violations are occurring.

Jori added that putting signage up with the times of operation would be helpful and possibly include the phone number to call. Wes Jordan stated he felt the city has made a lot of progress in working with contractors. When given their permit, contractors are advised of city's regulations and expectations for job site maintenance and activity. Ms.

Nelson confirmed the code would be amended to correct the discrepancies. Mr. Jordan replied that staff are aware of the discrepancies and they will be addressed as the code is revised.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Village Square Subcommittee	01/18/2018	5:30 p.m.
Environment/Recycle Committee	01/24/2018	5:30 p.m.
VillageFest Committee	01/25/2018	5:30 p.m.
Council Committee of the Whole	02/05/2018	6:00 p.m.
City Council	02/05/2018	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to feature a photography competition/exhibit in the R.G. Endres Gallery during the month of January.

Mark your calendar for the 2018 City Government Day in Topeka on Wednesday, January 24th.

Mark your calendar for the 2018 NLC Congressional City Conference in Washington, D.C. March 11-14, 2018. Early Bird Registration Deadline is January 31st.

ADJOURNMENT

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

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

January 15, 2018

Copy of Ordinance
2962

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

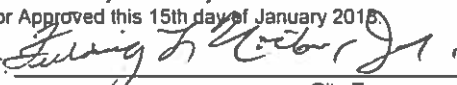
Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim


NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
16009-16078	12/1/2017	287,617.43	/
16079	12/8/2017	868.10	/
16080-16183	12/15/2017	247,049.45	/
16184	12/22/2017	191.67	/
16185-16258	12/29/2017	914,652.82	/
Payroll Expenditures			
12/8/2017		273,469.87	/
12/22/2017		268,036.17	/
Electronic Payments			
Electronic Pmnts			
	12/1/2017	2,634.16	/
	12/6/2017	10,517.64	/
	12/8/2017	3,222.89	/
	12/12/2017	403.22	/
	12/18/2017	2,687.97	/
	12/22/2017	3,222.89	/
	12/24/2017	187.92	/
	12/26/2017	14,972.27	/
	12/27/2017	447.87	/
TOTAL EXPENDITURES:			2,030,182.34
Voided Checks	Check #	(Amount)	
Joyce Mundy	16086	(125.00)	/
TOTAL VOIDED CHECKS:			(125.00)
GRAND TOTAL CLAIMS ORDINANCE			2,030,057.34

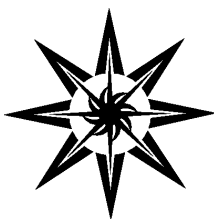
Section 2. That this ordinance shall take effect and be in force from and after its passage.

Passed this 15th day of January 2018.

Signed or Approved this 15th day of January 2018.

(SEAL) 
ATTEST: _____
City Treasurer


ATTEST: _____
1-10-18
Finance Director



POLICE DEPARTMENT

Council Meeting Date: February 5, 2018

CONSENT AGENDA: PURCHASE REQUEST OF DARE (POLICE) VEHICLE

RECOMMENDATION

Staff recommends the purchase of one 2018 Ford Mustang for \$34,385.00.

COUNCIL ACTION REQUESTED ON FEBRUARY 5, 2018.

BACKGROUND

The current DARE vehicle has been in the fleet for 10 years. After staff discussions and research, the Department is transitioning back to a specialty vehicle for the DARE program. DARE specialty vehicles are popular with the students and will help with our community outreach efforts. DARE vehicles also highlight our education efforts in the community.

The Department obtained bids from:

Shawnee Mission Ford	\$34,385.00
Bob Allen Ford	\$34,450.00
Rob Sight Ford	\$34,449.00

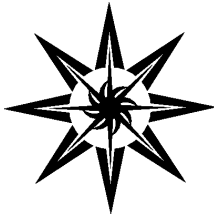
The Department is seeking authorization to purchase this vehicle from Shawnee Mission Ford. This purchase was previously approved by the City Council as part of the 2018 Public Safety Budget with funds being used from the Alcohol Tax Fund.

FUNDING SOURCE

01-03-28-8005-000 - \$34,385.00

PREPARED BY

Captain Ivan Washington
Investigations Commander
Date: January 23, 2018



POLICE DEPARTMENT

Council Committee Meeting Date: February 5th, 2018

CONSENT AGENDA: PURCHASE REQUEST OF POLICE VEHICLES

RECOMMENDATION

Staff recommends the purchase of three (3) 2018 Ford Police Interceptor Utilities.

Shawnee Mission Ford was awarded the Mid America Council of Public Purchasing (MACPP) Metropolitan Joint Vehicle Bid.

COUNCIL ACTION REQUESTED ON FEBRUARY 5, 2018.

BACKGROUND

On an annual basis, the Police Department replaces older police units due to age, mileage, and/or maintenance problems. The Department is seeking authorization to purchase these units from Shawnee Mission Ford, who was awarded the 2018 MACPP Metro Bid. The approximate build time for these cars from Ford is 60 days.

This purchase was previously approved by the City Council as part of the 2018 Public Safety Budget.

FUNDING SOURCE

01-03-25-8006 - \$84,936

PREPARED BY

Capt. Byron Roberson

Patrol Commander

Date: January 22, 2018



PUBLIC WORKS DEPARTMENT

Consent Agenda: February 5, 2018

CONSIDER PROJECT BG510001 CITY HALL ROOF REPAIR CONSTRUCTION CHANGE ORDER #1 (FINAL)

RECOMMENDATION

Move to approve Construction Change Order #1 (Final) with Guarantee Roofing Inc. for the City Hall Roof Repair for \$22,322.00.

BACKGROUND

This Final Change Order reflects the work required to install an acceptable decking for a new roofing system. The previous decking was comprised of a compressed material which lacked that anchor strength for fasteners.

In addition there was a small amount of flashing that was placed to properly cover the thickness of the hardiboard which replaced the shingles on a vertical section of the roof. Vertical application is not recommended for shingles by our consultant and the hardiboard should be lower maintenance in the long term.

The final contract amount with Guarantee Roofing Inc. for the project will be \$101,934.00.

FUNDING SOURCE

There is funding is available as shown below:

City Hall Roof Repair (BG510001)	\$150,000
----------------------------------	-----------

ATTACHMENTS

1. Construction Change Order #1 (FINAL) with Guarantee Roofing Inc.

PREPARED BY

Melissa Prenger, Senior Project Manager

January 30, 2018

CITY OF PRAIRIE VILLAGE
PUBLIC WORKS DEPARTMENT
CONSTRUCTION CHANGE ORDER NO. 1



City's Project: BG51 0001 City Hall Roof

Date Requested: February 5, 2018

Contract Date: November 6, 2017

Consultant's Name: N/A

Contractor's Name: Guarantee Roofing, Inc.

REQUIRED CHANGES TO PRESENT CONTRACT

Contract Quantity	Previous Amount	Unit	Item Description	Adj. Quant.	Unit Price	Adjusted Amount
0	\$0.00	LS	5/8" Decking	LS	\$19,640.00	\$19,640.00
0	\$0.00	LS	Flashing	LS	\$2,682.00	\$2,682.00

TOTAL \$0.00

TOTAL \$22,322.00
NET Increase \$22,322.00

EXPLANATION OF CHANGE - This change order is to cover the following items:

- 1)Decking change per manufacturer recommendation. Existing sheathing was not compliant with current standards for application.
- 2)New flashing was required at locations where hardiboard was called out to replace shingles due to difference in thickness of materials.

	Contract Value	Contract Days
Original Contract	\$79,612.00	30 days / April 30th
Current Contract including previous Change Orders	\$79,612.00	
NET This Change Order	\$22,322.00	14 working days
New Contract Price	\$101,934.00	

Contractor
Guarantee Roofing, Inc.

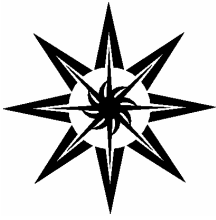
Date

Keith Bredehoeft, Public Works Director
City of Prairie Village, KS

Date

Laura Wassmer, Mayor
City of Prairie Village, KS

Date



MUNICIPAL COURT

City Council Meeting Date: February 5, 2018

COU2018-02:

Consider contracting with Collection Bureau of Kansas, Inc. (CBK) for collecting outstanding court fines and fees.

RECOMMENDATION

Staff recommends a motion to approve an agreement with Collection Bureau of Kansas, Inc. (CBK) and allow the Mayor to execute said agreement.

BACKGROUND

At the January 16, 2018 Council Committee Meeting, staff presented the request from Judge Torline and Judge DeCicco to initiate a contract with CBK. There were several good questions and requests regarding the contract and process.

Reference checks were completed by staff before the January 16th meeting; however, as requested you will find written references from the Shawnee, Merriam, and Fairway courts.

FUNDING SOURCE

No cost to the city. All collection fees are paid by the defendant. CBK would receive 30% on all amounts collected.

ATTACHMENTS

- City attorney approved - CBK Collection Agreement
 - Letters of recommendation from Shawnee, Merriam, and Fairway
-

Prepared By:

Deana Scott

Court Administrator

Date: January 5, 2018



Collection Bureau of Kansas, Inc.
COLLECTION CONTRACT

THIS AGREEMENT made and entered into this 5th day of February, 2018, by and between Collection Bureau of Kansas, Inc., a Kansas corporation, hereinafter referred to as "AGENCY" and, City of Prairie Village, Kansas, a municipal corporation, hereinafter referred to as "CLIENT".

WITNESSETH:

WHEREAS, CLIENT desires to submit various accounts for collections on a non-exclusive basis; and WHEREAS, Agency desires to accept and pursue said claims; NOW THEREFORE, in consideration of mutual covenants herein contained, the parties hereto do agree as follows:

1. Agency will use its best efforts and resources to affect collections. Collection efforts will continue on all Client accounts unless Agency or Client has canceled efforts on the accounts and so notified Client. Collection activities shall be in compliance with Federal, State and Local laws or regulations, including the Fair Debt Collection Practices Act, and be courteous and business-like, consistent with the image and reputation of Client. Client warrants, to the best of their ability, that all accounts are valid and legally enforceable debts. That client will send accurate and legitimate claims and agrees further to cooperate with Agency in the investigation of the same, which includes providing documentation supporting the claim as may be requested by Agency, and to keep Agency apprised of any changes in circumstance or information regarding the same. Agency shall be entitled to the contingency fee and costs on the accounts turned as stated below, upon the Agency sending its first communication to Debtor.
2. Fees and Charges
 - a. ACCOUNT RECEIVABLES AND FINES/FEES; Agency shall charge and Client agrees to pay Agency **30 %** on all principal amounts collected. Agency shall retain seventy-five (75%) percent of any interest collected, and pay to Client the balance (25%) of any such interest collected. Agency and Client agree that each party will be reimbursed 100% of all costs advanced in any collection action, provided such costs were approved in advance by Client. These fees shall be reimbursed first to the Client and then to the Agency in the collection process.
 - b. CHECKS; At the election of the Client, Agency will collect on those returned checks that are sent both electronically and manually. Agency will pay the Client **100%** of the face amount collected and **0 %** of any Returned Check Service Fee on all checks when collected by Agency or through the efforts of Agency. Agency will also pay the Client **0 %** of any damages collected on any check that is collected through legal action. Agency shall retain any costs of collections assessed pursuant to statute. Agency shall remit payment to Client for all returned checks collected for the previous month by the 10th of the following month. Check Clients must provide the attached Addendum A, with this agreement.
 - c. REFERRAL TO ATTORNEY; With the prior written approval of the Client, the Agency may institute legal proceedings in the name of Client with the attorney of Agency's choosing, provided that the terms of the engagement, including provision for payment of legal fees, shall be approved by the Client. This includes the selection of local counsel that may appear on behalf of Client. Client has the right to object to the use of any attorney with good cause, to include conflicts of interest. All litigation instituted shall be in the name of the Client and all court costs and other litigation expenses shall be paid by the Client and will be advanced by Agency and said funds will be deducted off the following Client's transmittal disbursement to reimburse the Agency.
 - i. The fees stated in (a) and (c) are intended to cover a routine case at the district court level. Unusual situations, such as the assertion of counter claims, appeals, or bankruptcy litigation are not covered. In the event of such unusual situation, Agency will advise Client (in a timely matter). Client has the option to either recall the matter, defend the counter claim or have the Agency's attorney proceed with the representation of the matter at a mutually agreed upon hourly rate.
 - ii. In the event that Client's cases or claims are referred out of state, the contingency fee agreement shall be increased to 50%, as allowed by law, after consultation with and approval by Client.

d. MISCELLANEOUS; _____

3. STATEMENTS; The Agency will submit to Client, monthly statements of the gross and net amount received the previous calendar month, by the 10th of the month following collection, along with the remittance of all monies recovered minus Agency fee. The Client shall report payments (via fax, Client Portal, email, or through another form of communication agreed upon by both parties) at the time of receipt on accounts assigned to the Agency. Said statements shall be sent to Client at _____ or another address designated by the Client in writing. The Client agrees to remit to Agency any amount due to Agency within thirty (30) days of receipt of the monthly statement.
4. RECORDS; The Agency will maintain records as they pertain to each account in such a manner as to be auditable by Client during normal working business hours upon reasonable notice given to Agency.
5. COMPROMISE SETTLEMENT; Client expressly authorizes Agency to settle and/or compromise any claim for 80% or more of the total outstanding balance due at Agency's discretion. Agency shall not make any compromises less than 80% of the balance, without the Client's prior approval.
6. TERM; This Agreement shall remain in full force and effect for twenty-four (24) months. This contract shall renew upon the initial and subsequent anniversary dates for a length of time equal to the initial term stated in this agreement, unless notice is received by either party from the other party of such party's intent not to renew at least 90 days prior to the anniversary date.
7. TERMINATION; Either party may terminate this Agreement (with or without cause and without penalty) by giving thirty (30) days written notice of termination to the other party. For accounts which judgment has been rendered through the means of legal action that is, referral to attorney as provided above, Agency will charge, and Client agrees to pay, the same fee Agency would have been entitled to receive on such accounts if the Agreement had not been terminated.
8. REPORTS; Agency shall submit the following reports to Client monthly:
 - a. Acknowledgment (Report sent based on when Client turns accounts...monthly, bi monthly or weekly)
 - b. Cancellation/Deletion
 - c. Transmittal/Client Statement
9. INDEMNITY;
 - a. Agency agrees to defend and hold the Client harmless from and against any and all claims, judgments, costs, liabilities, negligent or wrongful acts, damages and expenses, including reasonable attorney's fees and court costs occasioned by, arising out of, related to, or in connection with any fact or omission of the Agency and its employees and forwardees, or any of them from failure of the Agency to comply with the provisions of this Agreement.
 - b. Client agrees to defend and hold the Agency harmless from and against any and all claims, judgments, costs, liabilities, negligent or wrongful acts, damages and expenses, including reasonable attorney's fees and court costs occasioned by or arising out of, related to, or in connection with any act or omission of the Client and its employees or from failure of the Client to comply with the provisions of the Agreement.
10. GENERAL PROVISIONS;
 - a. Agency shall serve as an independent contractor. This agreement does not constitute an employer/employee relationship.
 - b. The captions of this Agreement are for convenience only and are not to be construed as modifying the text of the Agreement.
 - c. All terms and conditions of this Agreement are severable. If one or more of the terms and conditions are deemed unenforceable, the remainder shall continue in full force and effect.
 - d. This Agreement constitutes the entire Agreement of the parties and cannot be modified without a writing signed by both parties.
 - e. All notices required under this Agreement shall be in writing and sent Certified Mail, Return Receipt Requested, and shall be effective when received.
 - f. Client agrees to comply with all applicable laws, rules and regulations relating to the services provided hereunder. This agreement shall be governed by and construed in accordance with the laws of the State of Kansas. All actions and demands shall be made at the venue in the courts of Shawnee County in the State of Kansas. Client may assign this Agreement only with prior written consent of Agency. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agency and the heirs, executor, administrators, successors, and assigns of Client.
 - g. This Agreement shall become effective as of the date listed below and shall remain in effect until either party serves 30 day written notice to the other. Agency may terminate this Agreement at any time upon written notice to Client. In the event Agency changes the rates or fees, Client may terminate this Agreement immediately. Amendments to fees and charges shall take effect immediately. Other such amendments shall be effective thirty (30) days from mailing, except as specifically provided herein; this Agreement may not be altered, amended, or otherwise varied except by written mutual agreement of the parties.

11. CONFIDENTIALITY; Agency shall not disclose information relating to the debtor(s) to persons other than debtor(s), parents, or guardians of debtor(s) as necessary for payment purposes, and shall not disclose information relating to Client's operations without written consent of the Client or duly issued Court process or orders. It is mutually understood the Agency's obligation not to disclose confidential and proprietary Client information hereunder shall survive the termination of this Agreement nor will the terms and conditions of this agreement be disclosed to anyone or an entity without written authorization.
12. ENTIRE AGREEMENT; This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by written agreement signed by all parties. This agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.
13. Where Applicable and under the Health Insurance and Portability and Accountability Act of 1996 (HIPAA), the Client is required to enter into specific Business Associate Agreements setting forth requirements of their agents relative to maintaining the privacy and confidentiality of patient-identifiable health information. To comply with this requirement, the parties agree to enter into a separate Business Associate Agreement meeting the requirements of HIPAA, prior to April 14, 2003.
14. Where applicable, and for all consumer debts, Agency further agrees to comply with the Fair Debt Collection Practices Act (FDCPA), known as Public Law #95-109.
15. Any and all notices required herein, shall be sent to the addressee and address as designated below under AGENCY and CLIENT.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate pursuant to all requisite authorizations as of the date first above written

CITY OF PRAIRIE VILLAGE, KANSAS

Laura Wassmer, Mayor

ATTEST:

Joyce Hagen-Mundy, City Clerk

APPROVED AS TO FORM:

Catherine P. Logan, City Attorney

AGENCY:

Collection Bureau of Kansas, Inc.

Address:

3615 SW 29th St

Topeka, KS 66614

Authorized Representative:

Name: _____(please print)

Signature: _____

Title: _____

Date: _____



Collection Bureau of Kansas, Inc.

Addendum A

Bank Mail Release / Authorization:

Merchant agrees that all checks forwarded to CBK will be one of the following;

- Primary Checks will come directly to CBK from the Merchant's Bank after only one submission.
- Secondary Checks will come to CBK from either the Merchant, Merchants Bank or from a party determined by the Merchant to forward to CBK.

(Primary Checks must fill out below)

Dear Bank Officer,

Please forward all unpaid items immediately after first presentment to the address indicated below. This new address and authorization will be in effect unless cancelled in writing. Thank you for your immediate attention.

Authorize Signer: _____ Title: _____
(Print name)

Signature: _____ Date: _____

Bank Name: _____

Address: _____

ABA #: _____ ACCT #: _____

Our Client # _____ (for company use)

Returns should be sent to our collection company after 1st presentment at;

Collection Bureau of Kansas, Inc.
3615 SW 29th St
Topeka, KS 66614
785-228-3636
785-271-6211 (fax)

From: BJamerson@cityofshawnee.org [mailto:BJamerson@cityofshawnee.org]
Sent: Tuesday, January 30, 2018 9:15 AM
To: Chad Hollins
Cc: Deana Scott
Subject: Re: Testimonial for City of Prairie of Village

CBK has provided collection services for the Shawnee Municipal Court for 10 years. Almost four years ago we went paperless which added to the ease of debt submittal. It is a breeze to create a spreadsheet of the court cases that we want to submit and upload it to CBK's website. The website is easy to navigate, I can report payments from KDRS, check status or balance of a debt, and e-mail CBK directly from the website and within the case I'm looking at. They are always responsive and helpful, answering my questions in a timely manner. Recently we entered into an agreement for CBK to also handle our debts with KDRS. Rather than submitting debts to two agencies, which means two different websites and two different uploads, receiving payments from one or the other and then the hassle of reporting the payment to the other agency, I will now submit to CBK who will in turn handle submitting it to KDRS. Also, all payments will come from CBK, but will indicate which agency collected the debt so I can accurately report the payment in my system. This will be a great time saver for our court and I have confidence that we'll continue to receive excellent service from CBK like we have for the last ten years!

Bettina Jamerson | Court Supervisor | City of Shawnee, Kansas

5860 Renner Road, Shawnee, KS 66217 | 📞: 913.742.6909 | 📠: 816.739.7890 | ✉: bjamerson@cityofshawnee.org



January 29, 2018

City of Prairie Village
City Council Members

Dear Council Members:

We have been using Collection Bureau of Kansas (CBK) since April of last year. We had been using Debt Set-Off through the State but we needed another avenue to collect our outstanding fines and fees. Since then, we have had very good success on collecting fees.

They work hand in hand with Debt Set-Off so we do not have to send the collections to both agencies. One submittal to CBK and they forward the information to Debt Set-Off. This saves the City of lot of time in submitting to two agencies.

To date, we have had no negative feedback on how CBK handles their customers. It has made for an easy transition to using the Collections Agency in lieu of the court taking the monies.

CBK has proved to be a great asset to our court system. I would highly recommend them when looking for a Collection Agency.

Sincerely,



Sheila Sheridan
Clerk of the Court
Merriam Municipal Court



January 17, 2018

Chad Hollins
VP of Sales
Collection Bureau of Kansas
3615 SW 29 St
Topeka, KS 66614

Dear Mr. Hollins, *Chad,*

I wanted to take this opportunity to let you know that during the time we have been in contract with your company the service and courtesy that your collectors have provided to us as well as the defendant is unconditional. Your company carries the same values as we do in handling our defendants with courtesy, honesty and respect.

Your employees have always provided us with professional and prompt responses to any questions or requests we may have.

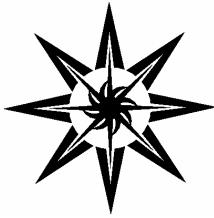
The client portal makes it extremely convenient not only to submit debts for collection, but to also check the status of the cases we have placed for collection.

Our small city does not have the volume of collections that some of your bigger cities have, but we have never felt that our level of customer service is any less than that of a larger city.

We look forward to many years of working with your organization.

Thank You,

Vonnie Fisher
Municipal Court Manager
City of Fairway, KS



PUBLIC WORKS DEPARTMENT

Council Committee Date: February 5, 2018

Council Meeting Date: February 5, 2018

CONSIDER PROJECT DELN0001- DELMAR AND FONTANA LOW WATER CROSSING REMOVAL AND DRAINAGE PROJECT- FINAL DESIGN ENGINEERING CONTRACT WITH WATER RESOURCES SOLUTIONS, LLC

RECOMMENDATION

Move to approve the final design engineering contract with Water Resources Solutions, LLC in the amount of \$353,722 for Project DELN0001 for the Delmar and Fontana low water crossing removal and drainage project.

BACKGROUND

On September 6, 2016 council directed public works to move forward with the Delmar and Fontana low water crossing and drainage project. On October 3, 2016 council approved the Preliminary Engineering Study (PES) for the County's SMAC Program. The PES was submitted to the County in January 2017 and was selected in the summer of 2017 to receive funding. The County Commission approved funds for this project in September 2017. SMAC funding for this project will only be available for the construction phase of the project given that SMAC funds were utilized for this project over 10 years ago. The prior project had a different design solution and was cancelled by City Council in 2008. This current project has an estimated construction cost over 4 Million dollars. SMAC funding for this project has been approved and capped at \$3,204,083.

Residents are aware of this proposed improvement proposed in the PES and we will continue to include them in the planning of the final design for this project. It is planned to design this project in 2018 with construction beginning in March of 2019.

The PES is attached which details all aspect of the proposed project.

FUNDING SOURCE

Funds are available in the CIP under Project DELN0001.

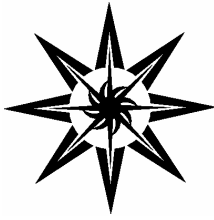
ATTACHMENTS

1. Design Agreement with Water Resources Solutions, LLC
2. PES

PREPARED BY

Keith Bredehoeft, Public Works Director

January 31, 2018



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 5, 2018

Council Meeting Date: February 5, 2018

CONSIDER APPROVAL OF A CONTRACT WITH DALE BROTHERS FOR THE NORTH PARK BUILDING DEMOLITION PROJECT.

RECOMMENDATION

Move to authorize the Mayor to sign the Construction Contract with Dale Brothers for the North Park Building Demolition project for \$217,221.37.

BACKGROUND

On January 24, 2018, the office of the City Clerk opened bids for the North Park Building Demolition. Eight bids were received:

Dale Brothers	\$ 217,221.37
Industrial Salvage and Wrecking	\$ 233,300.00
Greg Bair Track Hoe Service	\$ 250,800.00
Harvey Brothers Trucking and Wrecking	\$ 276,926.00
Midland Wrecking	\$ 308,755.00
AT Abatement Services	\$ 312,589.00
REMCO Demolition	\$ 333,810.00
Kaw Valley Companies	\$ 349,119.00
Engineer's Estimate	\$ 315,000.00

There is \$250,000 budgeted for this project. This project consists of demolition of the building, the east parking lot and a portion of the west parking lot to make grade to a future park. The budgeted project amount includes required testing and demolition.

City staff has reviewed the bids for accuracy and found a minor error in one bid. Staff recommends award to the low bidder based on bid evaluation and references.

FUNDING SOURCE

Funding will be made available in the CIP project for demolition from Economic Development in the amount of \$250,000.

ATTACHMENTS

1. Construction Agreement with Dale Brothers

PREPARED BY

Melissa Prenger, Senior Project Manager

January 30, 2018



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 5, 2018
Council Meeting Date: February 5, 2018

CONSIDER DESIGN AGREEMENT WITH BBN ARCHITECTS, INC. FOR THE DESIGN OF THE 2018 PARKS PROJECTS.

RECOMMENDATION

Move to approve the design agreement with BBN Architects, Inc. for the design of the 2018 Parks Projects: North Park (BG080001), Porter Restroom (BG600002) and Fitness Court Facility in the amount of \$136,810.

BACKGROUND

Public Works recently requested proposals from firms to provide engineering services for Prairie Village for the next three years. The City received 11 submittals and interviewed Clark Enersen Partners, BBN Architects, Stantec and MKEC. Based on their original proposals and the interviews the selection committee chose BBN Architects to be the City's parks professional services consultant for 2018-2020. The selection committee consisted of Terrence Gallagher, Sheila Myers, Chad Herring, Keith Bredehoeft, Alley Porter, and Melissa Prenger.

This agreement is for the design of the 2018 Parks Projects. The largest project is the North Park project which will include the development of the new park from concept to construction. The scope includes public input, concept development, and construction documents. The Porter Restroom project is a highly anticipated addition to the park and was listed as a top priority for the Parks and Recreation Committee. The restroom location is conceptually located at the site of the existing portable restroom.



The Fitness Court will be installed at a location yet to be determined. The court is a new campaign with to empower cities through Free Fitness. The City has executed their agreement with the NFC for installation. BBN will assist with location selection and site grading.

FUNDING SOURCE

There is funding available in the CIP projects.

ATTACHMENTS

1. Design Agreement with BBN Architects, Inc.

PREPARED BY

Melissa Prenger, Sr Project Manager

February 1, 2018



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 5, 2018
Council Meeting Date: February 5, 2018

CONSIDER MEADOWBROOK PROJECT (MBDRAINX) CONSTRUCTION CHANGE ORDER #1

RECOMMENDATION

Move to approve Construction Change Order #1 with Superior Bowen Asphalt Company for the modifications to the pond spillway outlets.

BACKGROUND

Change Order #1 reflects the work required to make modifications to the areas downstream of the spillway outlet structures. As the Meadowbrook project was nearing completion the significant rains in July and August in 2017 caused significant erosion downstream of the spillways. It was determined that these areas should have been handled differently with the original design. We have coordinated this additional work with the Johnson County's SMAC program and they agree that this additional work is SMAC reimbursable at 75% of the construction cost. Phelps Engineering is not billing for the additional design cost for this oversight.

Upper two Spillways- At these locations, a concrete slab and toe wall was placed after the erosion occurred last summer. The design was simple and the costs were reasonable at these locations. Due to this, we approved this work to be done at that time.

Lower Spillway- Due to the elevation from the spillway to the culvert under 95th Street the design had to be modified to reduce the velocity of the water to a point that future erosion could be eliminated. Our Engineer's studied multiple solutions and we ended with one that solves the issues but still fits aesthetically with the Meadowbrook project. The solution requires a large concrete slab to be constructed, additional concrete retaining walls, the extension of the stone walls that exist at the spillway, and larger stone riprap. This design will eliminate significant erosion problems into the future. Due to the cost, this work approval for the work to proceed will not happen until Council approval of this change order. Staff did have two construction companies look at the design and give us construction cost information which led us to determine that the Superior Bowen price is reasonable.

The total cost of this increased work is \$467,842.51 and is summarized in the attached Change Order #1.

FUNDING SOURCE

Funding for this additional work will come from the Meadowbrook TIF

75% of this change order will be funded by the County's SMAC program

Summary of funding for Change Order

Total funding required for repairs= \$467,842.51

75% SMAC= \$350,881.88

25% TIFF= \$116,960.63

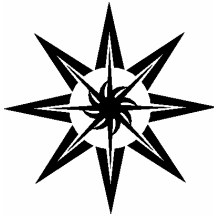
ATTACHMENTS

1. Construction Change Order #1 with Superior Bowen Asphalt Company

PREPARED BY

Keith Bredehoeft, Public Works Director

February 1, 2018



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 5, 2018

Council Meeting Date: February 5, 2018

CONSIDER AMENDMENT TO THE JOHNSON COUNTY SMAC FUNDING AGREEMENT FOR THE MEADOWBROOK PROJECT (MBDRAINX)

RECOMMENDATION

Move to approve the amendment to the Johnson County SMAC Funding Agreement for the Meadowbrook project.

BACKGROUND

This funding amendment is necessary for the increase in SMAC funds required due to Change Order #1 for the Meadowbrook project. The new funding limit for SMAC funds is set at \$2,314,236 as per the agreement.

Change Order #1 reflects the work required to make modifications to the areas downstream of the spillway outlet structures. As the Meadowbrook project was nearing completion the significant rains in July and August in 2017 caused significant erosion downstream of the spillways. It was determined that these areas should have been handled differently with the original design. We have coordinated this additional work with the Johnson County's SMAC program and they agree that this additional work is SMAC reimbursable at 75% of the construction cost. Phelps Engineering is not billing for the additional design cost for this oversight.

The total cost of this increased work is \$467,842.51, as per Change Order #1, for the additional work.

FUNDING SOURCE

N/A

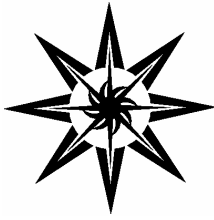
ATTACHMENTS

1. Agreement with the Johnson County's SMAC program

PREPARED BY

Keith Bredehoeft, Public Works Director

February 1, 2018



PLANNING COMMISSION

Council Meeting Date: February 5, 2018
Consent Agenda

PC2018-101: Consider Final Plat for “Meadowbrook Park, Second Plat”

RECOMMENDATION

Authorize the Mayor to execute the Final Plat for “Meadowbrook Park, Second Plat” subject to the conditions required by the Planning Commission.

BACKGROUND

On January 9, 2018, the Planning Commission heard a request for preliminary and final plat approval for “Meadowbrook Park, Second Plat”. The plat was being amended to accommodate the construction of Silvercrest at Meadowbrook in phases as presented and approved by the Commission as part of the final development plan. The original plat for Meadowbrook Park had the area for the senior living component as one lot. The proposed plat has the area divided into four lots. Phase 1 of the project will be constructed on Lots 1 & 2. Future phases of the project will be constructed on Lots 3 & 4.

As part of the review of the Final Development Plan, the applicant identified that the six (6) planned interconnected buildings would be constructed in 2 to 3 different phases and included a concept plan for the replat.

When replatting was first proposed during the Final Development Plan review, City staff acknowledged that the applicant would need to address two items. First, the applicant would need to ensure that any building and property line separation and clearance requirements contained in the building and fire codes be addressed. Second, the applicant would need to establish a lot owner’s association or other private consortium agreement to address issues related to these lots sharing utilities, parking, and storm water management as well as building and site maintenance and cross access rights.

The applicant has agreed to comply with the separation requirements of the building and fire codes and will be executing an Easement, Covenants, and Restrictions (ECR) document to cover shared utilities, storm water, parking and cross access.

The Planning Commission approved the Final Plat as proposed for the replat of Lot 1 of Meadowbrook Park (Meadowbrook Park, Second Plat), subject to the following conditions of approval:

1. As part of the building permit process, must verify compliance with all fire and building code fire separation requirements related to the new lot lines.

2. Prior to the release and recordation of the final plat, the applicant must execute a private consortium agreement or covenant that addresses all issues related to the proposed lots sharing utilities, parking, and storm water management, including building and site maintenance and cross access rights, as approved by the City Attorney.
3. Correct the dimension of the lot line between lots 1 and 2 from 179.82' to 30.60'.

ATTACHMENTS

PC2018-101 Staff Report & Application
Excerpt of Planning Commission Minutes of January 9, 2018
Proposed Plat

PREPARED BY

Joyce Hagen Mundy
City Clerk

DATE: January 23, 2018

STAFF REPORT

TO: Prairie Village Planning Commission
FROM: Confluence, Kansas City, Missouri
- Christopher Shires, AICP, Principal
- PJ Novick, ASLA, LEED GA, Principal
DATE: January 9, 2018 Planning Commission Meeting (Confluence Project # 15018KC)

APPLICATION: PC2018-101

REQUEST: Approval of a Preliminary Plat and a Final Plat for the Silvercrest at Meadowbrook property to replat from one (1) lot into four (4) lots – Meadowbrook Park, Second Plat

PROPERTY ADDRESS: 9300 Parkside Drive (southeast corner of Nall Avenue and Meadowbrook Parkway)

APPLICANT: Patrick Day, Principal
Dial Retirement Communities
11506 Nicholas Street, STE 100
Omaha, NE 68154

CURRENT ZONING AND LAND USE: MXD (Mixed Use District) - Meadowbrook

SURROUNDING ZONING & LAND USE:

North:	MXD (Mixed Use District) - Meadowbrook
East:	MXD (Mixed Use District) - Meadowbrook
South:	CP-1 and CP-O – Office and Retail
West:	Overland Park Zoning: R-1 Single Family Residential – Single Family Dwellings and Church

LEGAL DESCRIPTION: Lot 1, Meadowbrook Park, official plat, City of Prairie Village, Johnson County, Kansas

PROPERTY AREA: 8.1939 acres

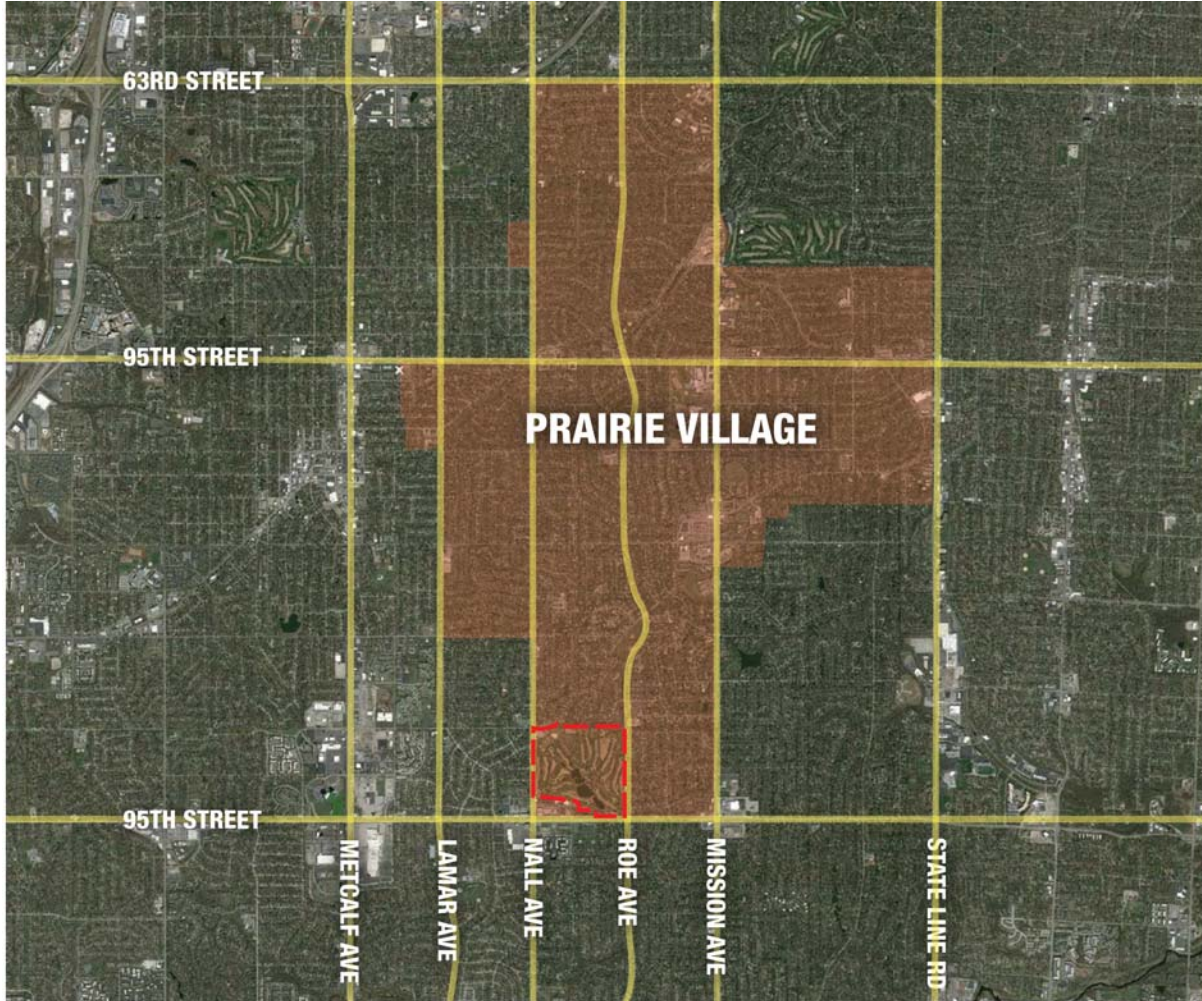
RELATED CASE FILES: PC 2015-09, PC 2015-118, PC 2015-119, PC 2015-002, PC 2016-101, PC 2016-102, PC2016-112, PC2016-113, PC2016-114, PC-2017-111



ATTACHMENTS:

Application and Preliminary and Final Plats

GENERAL LOCATION MAP:



AERIAL MAP:



COMMENTS:

The subject property is the 8.19-acre, Lot 1 of Meadowbrook Park and is located at the southeast corner of Nall Avenue and Meadowbrook Parkway. The applicant, Patrick Day with Dial Retirement Communities, and represented by Doug Ubben and Judd Claussen with Phelps Engineering, is requesting approval of both a Preliminary Plat and a Final Plat for replat Lot 1 into four (4) lots.

On October 3, 2017, the Planning Commission reviewed and approved a Final Development Plan for the planned senior living center component of Meadowbrook Park. The six (6) building, 222-unit senior project is being developed by Dial and branded as Silvercrest at Meadowbrook:

- 60 Assisted Living Units
- 20 Memory Care Units
- 142 Independent Living Units

The applicant is requesting this replat in order to accommodate the financing of the separate phases anticipated for this project. As part of the review of the Final Development Plan, the applicant identified that the six (6) planned interconnected buildings would be constructed in 2 to 3 different phases and included a concept plan for the replat.

Project History

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

Following the Commission hearing, on December 7, 2015, the City Council reviewed the applications and the Commission recommendation and approved the rezoning and the Preliminary Development. The Final Development Plan for the single family residential and apartment complex component of the Preliminary Development Plan was reviewed and approved by the Planning Commission on March 4, 2016.

As noted with the approval in March of 2016 of the first Final Development Plan for Meadowbrook, Final Development Plans for the senior living center and the hotel would be submitted at a later date. The Final Development Plan for the Silvercrest at Meadowbrook senior living center was reviewed and approved by the Planning Commission on October 3, 2017.

STAFF COMMENTS:

There are no outstanding issues and the proposed Preliminary and Final Plats are consistent with what was reviewed and approved with the Final Development Plan for the Silvercrest at Meadowbrook senior living center.

When replatting was first proposed by the applicant during the Final Development Plan review, City staff acknowledged that the applicant would need to address two items. First, the applicant would need to ensure that any building and property line separation and clearance requirements contained in the building and fire codes be addressed. Second, the applicant would need to establish a lot owner’s

association or other private consortium agreement to address issues related to these lots sharing utilities, parking, and storm water management as well as building and site maintenance and cross access rights.

The applicant has stated that they will comply with the separation requirements of the building and fire codes and will be executing an easement covenants and restrictions document to cover shared utilities, storm water, parking and cross access.

The applicant has also requested that both the Preliminary Plat and the Final Plat be reviewed and approved at the same Commission meeting. Due to the relatively minor nature of the proposed replatting and that fact the plat does not include any public improvements, staff has no objections to this request and has placed both items on the Commission agenda for consideration. Each item will require separate action by the Commission.

STAFF RECOMMENDATION:

Staff recommends the Commission first approve the Preliminary Plat and then the Final Plat as proposed for the replat of Lot 1 of Meadowbrook Park (Meadowbrook Park, Second Plat), both subject to the following conditions of approval:

1. As part of the building permit process, the applicant verifying compliance with all fire and building code fire separation requirements related to the new lot lines.
2. Prior to the release and recordation of the final plat, the applicant executing a private consortium agreement or covenant that addresses all issues related to the proposed lots sharing utilities, parking, and storm water management and including building and site maintenance and cross access rights.

**PLANNING COMMISSION MINUTES
JANUARY 9, 2018**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, January 9, 2018 in the Municipal Building Multi-Purpose Room at 7700 Mission Road. Chairman Nancy Wallerstein called the meeting to order at 7:00 p.m. with the following members present: Jonathan Birkel, Jeffrey Valentino, James Breneman and Gregory Wolf.

The following persons were present in their advisory capacity to the Planning Commission: PJ Novick, City Planning Consultant on Meadowbrook Development; Jamie Robichaud, Assistant City Administrator, and Joyce Hagen Mundy, Commission Secretary.

APPROVAL OF MINUTES

James Breneman noted a period instead of a comma joining the two motions made at the bottom of page 10. Jonathan Birkel moved for the approval of the minutes of the December 5, 2017 regular Planning Commission meeting as corrected. The motion was seconded by James Breneman and passed by a vote of 4 to 0 with Mr. Wolf abstaining.

PUBLIC HEARINGS

There were no Public Hearings scheduled before the Commission

NON PUBLIC HEARINGS

PC2018-101 Preliminary & Final Plat Approval - Meadowbrook Park, Second Plat Meadowbrook Parkway & Nall Avenue

Gregory Wolf questioned VanTrust's relationship to this application. Judd Claussen with Phelps Engineering stated that VanTrust is currently the owner of this property that is being sold to Dial Realty. Mr. Wolf stated that as his law firm represents VanTrust, he would be recusing himself and left the meeting.

Judd Claussen with Phelps Engineering representing Dial Properties stated the requested replat of Lot 1 into four lots. This is the Senior Living portion of the Meadowbrook property. He stated that nothing has changed from the final development plan approved by the Planning Commission in October. The plat was being subdivided for the purpose of financing. Mr. Claussen stated they had received the staff report and were in agreement with the conditions of approval recommended by staff.

P.J. Novick noted that this application came as no surprise and is an outgrowth of the owner's actions to develop the lot. The six (6) building, 222-unit senior project is being developed by Dial and branded as Silvercrest at Meadowbrook providing the following:

- 60 Assisted Living Units
- 20 Memory Care Units
- 142 Independent Living Units

As part of the review of the Final Development Plan, the applicant identified that the six (6) planned interconnected buildings would be constructed in 2 to 3 different phases and included a concept plan for the replat.

The Final Development Plan for Meadowbrook was approved in March of 2016. At that time, it was noted that Final Development Plans for the senior living center and the hotel would be submitted at a later date. The Final Development Plan for the Silvercrest at Meadowbrook Senior Living Center was reviewed and approved by the Planning Commission on October 3, 2017.

Mr. Novick stated there are no outstanding issues and the proposed Preliminary and Final Plats are consistent with what was reviewed and approved with the Final Development Plan for the Silvercrest at Meadowbrook.

When replatting was first proposed by the applicant during the Final Development Plan review, City staff acknowledged that the applicant would need to address two items. First, the applicant would need to ensure that any building and property line separation and clearance requirements contained in the building and fire codes be addressed. Second, the applicant would need to establish a lot owner's association or other private consortium agreement to address issues related to these lots sharing utilities, parking, and storm water management as well as building and site maintenance and cross access rights.

The applicant stated that they will comply with the separation requirements of the building and fire codes and will be executing an Easement, Covenants, and Restrictions (ECR) document to cover shared utilities, storm water, parking and cross access.

Due to the relatively minor nature of the proposed replatting and the fact that plat does not include any public improvements, staff had no objections to the Commission taking action on both the preliminary and final plat at the same meeting. Each item will require separate action by the Commission.

Staff recommended the Commission first approve the Preliminary Plat and then the Final Plat as proposed for the replat of Lot 1 of Meadowbrook Park (Meadowbrook Park, Second Plat), both subject to the following conditions of approval:

1. As part of the building permit process, the applicant will verify compliance with all fire and building code fire separation requirements related to the new lot lines.
2. Prior to the release and recording of the final plat, the applicant must execute a private consortium agreement or covenant that addresses all issues related to the proposed lots sharing utilities, parking, and storm water management, including building and site maintenance and cross access rights.

Judd Claussen stated the ECR is currently being drafted and will be presented to the city's attorney for review and approval. Once approved, that document will be filed and recorded simultaneously with the plat at the County. Mr. Claussen noted this same process was followed for the Dial senior living community in Lenexa.

James Breneman asked if all the driveways and parking areas are private. Mr. Claussen responded the only public area shown on the plat is Nall Avenue. The driveways and streets are private. Mr. Breneman noted that all of the sidewalks are located outside of the property and asked about the gas line along Nall. Mr. Claussen replied the gas line along Nall is within the property.

Mr. Novick stated that no public improvements are needed with the plat and that all proposed improvements were approved in the Final Development Plan approved by the Commission in October. Since there are no public improvements or easements to be accepted, the plat technically does not need to go before the City Council. However, since previous Meadowbrook applications have gone before the Governing Body, he would recommend that this be sent on to Council, as well.

Jonathan Birkel asked if the lots could be under separate ownership or if they are all under the same parent company and asked what would happen if one of the lots were sold. Mr. Claussen responded that the ECR covers common grounds and easements related to all lots, regardless of ownership.

James Breneman noted that the building lines are all shown more than 5 feet from the property lines. Mr. Breneman noted a discrepancy between the preliminary and final plats with 31' depicted between lots 1 & 2 on the preliminary plat and 179' depicted on the final plat. Mr. Claussen stated that would be corrected prior to submittal for signature.

Nancy Wallerstein stated she thought there were additional stipulations on the approval of the final development plan. Mr. Novick stated there were some; however, they were related to the final construction document. The plat has not changed at all from what was approved by the Commission

Jeffrey Valentino confirmed that the conditions of approval established in October are retained and that use of the driveways is addressed in the ECR. Mr. Novick added the ECR must be approved by the City Attorney prior to the execution and filing of the plat.

Nancy Wallerstein asked for clarification on the ownership. Mr. Claussen stated the holding companies for the different lots/buildings may be different, but all will fall under the ownership of a single master company.

Jeffrey Valentino asked what would happen if one section were not constructed. Mr. Novick noted that the project as presented and approved is to be phased in. Nancy Wallerstein asked if there were established deadlines for construction to be completed. Mr. Breneman noted that the developer indicated that lots 1 & 2 would be constructed in

the first phase with lots 3 & 4 to follow either jointly or separately depending on the market demand. Mr. Claussen noted that this was very common in this industry.

Nancy Wallerstein noted that this was part of the TIF and she wanted to make sure the development is completed. Jamie Robichaud stated that the requirements for receiving TIF are typically addressed in development agreements, and the TIF funding is not a factor that needs to be considered by the Planning Commission when approving plats, as this is considered an administrative approval.

Jonathan Birkel stated he understands the concept outside of financing and is trying to understand why individual lots are needed. He was concerned that the sale of one of the properties would impact the function of the others. Mr. Claussen explained the ECR was similar to the restrictions governing townhomes with separate property owners and common grounds. He added that the ECR has been used successfully in the development of the Dial properties in Omaha, Belton and Lenexa.

Jeffrey Valentino suggested that a stipulation be added that the ECR be approved by the city's attorney. Mr. Novick noted such a condition is not relevant to preliminary plat approval.

Mrs. Wallerstein asked why the multiple lots were necessary. Mr. Novick responded it would allow for different lenders to finance different parts of the project. He noted some lenders only finance specific types of facilities. Mr. Valentino stated he would be ok if it could be guaranteed that lots 1 & 2 were developed. Mr. Claussen noted that Dial Realty is a recognized and successful developer of senior living facilities. Mrs. Wallerstein asked if the Lenexa facility was a TIF project. Mr. Claussen replied it was not. Mrs. Wallerstein stated the Commission was seeking to protect the city. Mrs. Robichaud assured Mrs. Wallerstein that the Development Agreement between the City and the developer addressed the concerns expressed and these were not factors that needed to be considered by the Planning Commission.

Nancy Wallerstein stated that financing should not have been part of the presentation for plat approval and consideration by the Commission if it wasn't something the Planning Commission should take into account, but since it was, the Commission feels compelled to do its due diligence. Mr. Claussen responded the reason the replat was necessary was to accommodate the financing, and that was the reason it was mentioned in the staff report, so that the Planning Commission understood why this was coming before them again. Jonathan Birkel confirmed there was one primary ownership body. Mr. Claussen stated it was Dial Realty.

Mr. Novick restated that the ECR remains with the land regardless of the owner of each lot.

Nancy Wallerstein reviewed the conditions of approval recommended by staff and asked for a motion.

Nancy Wallerstein moved the Commission approve the Preliminary Plat as proposed for the replat of Lot 1 of Meadowbrook Park (Meadowbrook Park, Second Plat), subject to the following conditions of approval:

1. As part of the building permit process, the applicant must verify compliance with all fire and building code fire separation requirements related to the new lot lines.
2. Prior to the release and recordation of the final plat, the applicant executing a private consortium agreement or covenant that addresses all issues related to the proposed lots sharing utilities, parking, and storm water management, including building and site maintenance and cross access rights.

The motion was seconded by James Breneman and voted on with Mrs. Wallerstein and Mr. Birkel voting in support of the motion and Mr. Breneman and Mr. Valentino voting in opposition. The motion failed for the lack of a majority.

James Breneman stated his opposition was that the project does not contain a skilled nursing component as he believed was promised by VanTrust. Mr. Novick noted that was not germane to approval of a plat. Nancy Wallerstein responded that Mr. Breneman is not supportive of moving forward with this project without the skilled nursing component, which she says was promised, and stated that Mr. Breneman has voted consistently against the project.

Jeffrey Valentino stated that he voted in opposition because he did not get clear answers regarding the ECR "Easement Covenant Restriction" agreement. Mr. Novick stated that condition number 2 can be amended to specifically require approval by the City Attorney.

Nancy Wallerstein reviewed the conditions of approval recommended by staff and asked for a motion.

Nancy Wallerstein moved the Commission approve the Preliminary Plat as proposed for the replat of Lot 1 of Meadowbrook Park (Meadowbrook Park, Second Plat), subject to the following conditions of approval:

1. As part of the building permit process, the applicant must verify compliance with all fire and building code fire separation requirements related to the new lot lines.
2. Prior to the release and recordation of the final plat, the applicant, executing a private consortium agreement or covenant that addresses all issues related to the proposed lots sharing utilities, parking, and storm water management, including building and site maintenance and cross access rights, as approved by the City Attorney.
3. Correct the dimension of the lot line between lots 1 and 2 on the final plat from 179.82' to 30.60' to be consistent with the preliminary plat.

The motion was seconded by James Breneman and voted on passing by a vote of 3 to 1 with Mr. Breneman voting in opposition.

Nancy Wallerstein moved the Commission approve the Final Plat as proposed for the replat of Lot 1 of Meadowbrook Park (Meadowbrook Park, Second Plat), subject to the following conditions of approval:

1. As part of the building permit process, the applicant must verify compliance with all fire and building code fire separation requirements related to the new lot lines.
2. Prior to the release and recordation of the final plat, the applicant executing a private consortium agreement or covenant that addresses all issues related to the proposed lots sharing utilities, parking, and storm water management, including building and site maintenance and cross access rights, as approved by the City Attorney.
3. Correct the dimension of the lot line between lots 1 and 2 from 179.82' to 30.60'.

The motion was seconded by James Breneman and voted on passing by a vote of 3 to 1 with Mr. Breneman voting in opposition.

Jonathan Birkel stated that for something as complex as this, it would have been helpful to have the city attorney present to address the Commission's legal concerns, noting his expertise falls in building and plan review.

Nancy Wallerstein stated she felt the amendment to condition #2 sends the Commission's message of concern to the city attorney.

NEXT MEETING

The Commission Secretary announced the following items had been received for the February 6th meeting.

- BZA application for a side yard setback at 4111 West 73rd Terrace. 4111 W. 73rd Terrace, John Schutt, Variance from 19.08.025A, side yard setback.

Planning Commission

- 7930 State Line Road, TW Macon, LLC, amendment to preliminary development plan - car wash facility
- 7930 State Line Road, TW Macon, LLC, Special Use Permit and Site Plan Approval - car wash facility
- 7540 Reinhardt Street, John Moffitt, MoJo Built, LLC - rezoning request from R-1a to R-1b
- 7540 Reinhardt Street, John Moffitt, MoJo Built, LLC - lot split request
- 5200 W. 95th Street, Garren Miller - site plan approval - exterior and façade changes
- 4504 W. 69th Street, Duanne Pankratz (architect) - building line modification

- 4901 Meadowbrook Parkway, Van Trust Real Estate - final development plan for Meadowbrook Inn
- 4100 Homestead Court - Homestead Country Club - Special Use Permit for Country Club and Site Plan Approval

Jamie Robichaud reported that staff has been reviewing the Comprehensive Plan chapter by chapter noting items that they felt were still relevant, those that were no longer relevant, and those that have been completed. They will have completed their review by the February meeting, but due to the length of the agenda, it will not be discussed at the Planning Commission meeting. It may be presented at a special work session in February or at the March meeting.

ADJOURNMENT

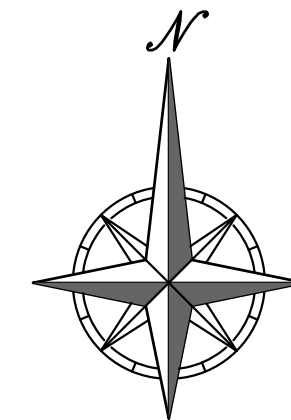
With no further business to come before the Commission, Chairman Nancy Wallerstein adjourned the meeting at 7:50 p.m.

Nancy Wallerstein
Chairman

FINAL PLAT OF MEADOWBROOK PARK, SECOND PLAT

RESURVEY AND REPLAT OF LOT 1, MEADOWBROOK PARK,
A PLATTED SUBDIVISION OF LAND IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS

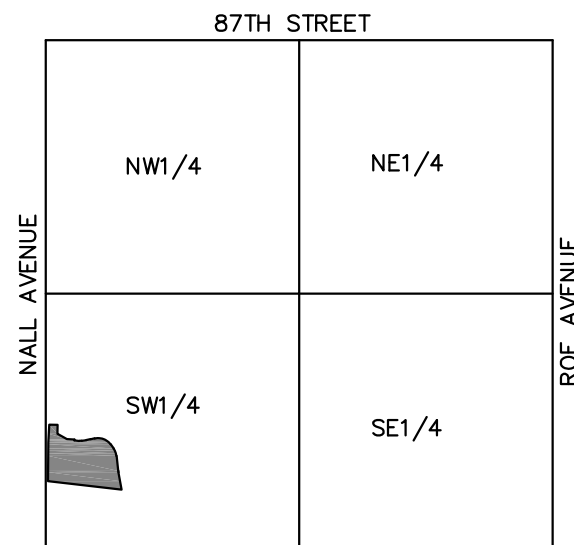
LOT AREAS		
PARCEL	AREA (S.F.)	AREA (AC.)
LOT 1	226726.42	5.2049
LOT 2	56458.76	1.2961
LOT 3	47753.18	1.0963
LOT 4	25989.81	0.5966



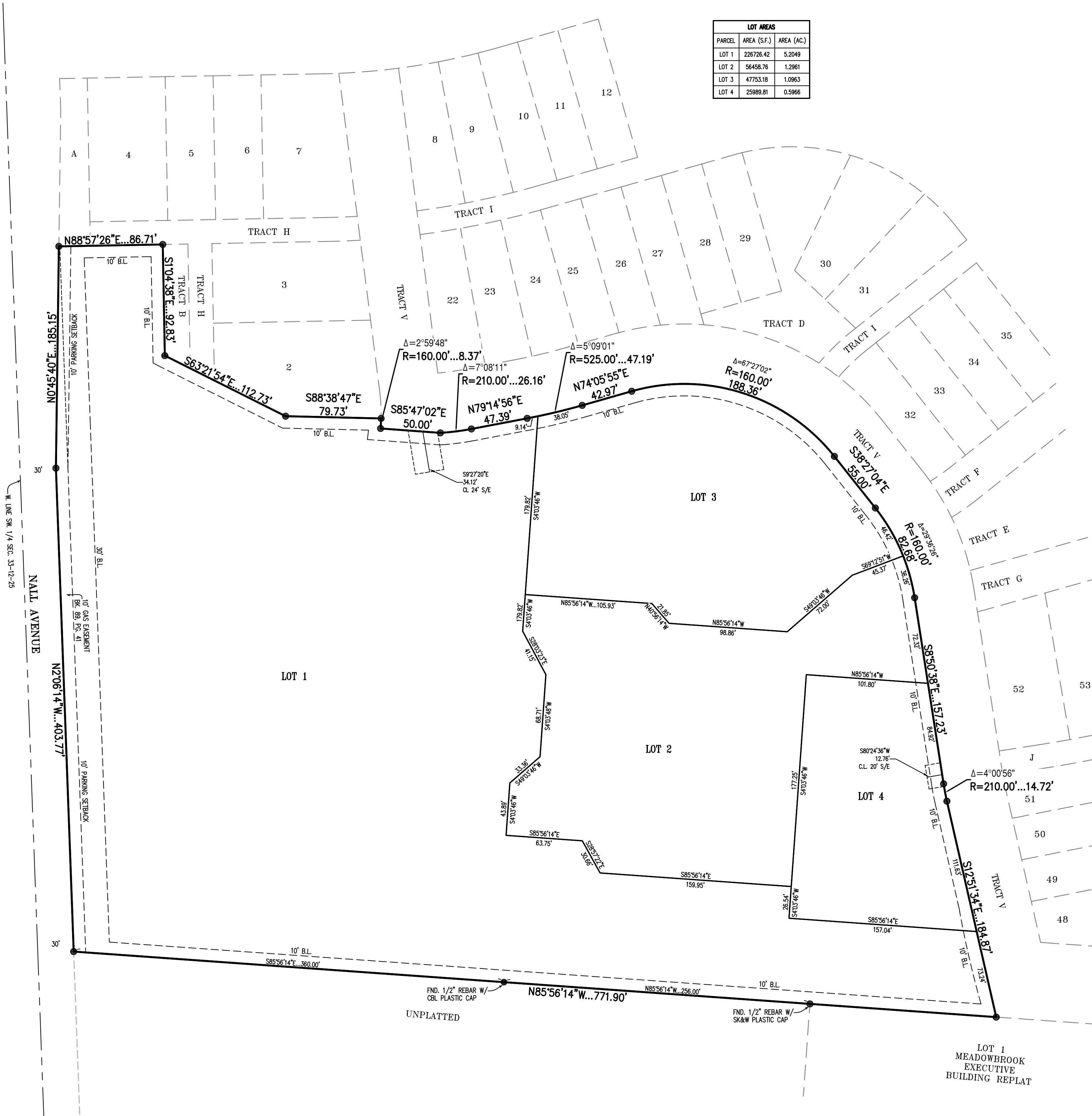
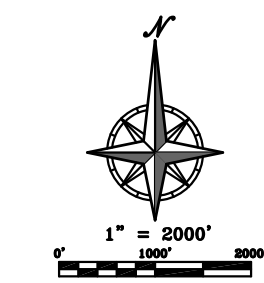
SCALE: 1"=50'
BEARING BASIS = RECORDED PLAT OF "MEADOWBROOK PARK"

LEGEND

- DENOTES FOUND 1/2" REBAR W/PHELPS CORP. CLS-82 PLASTIC CAP IN CONCRETE, UNLESS OTHERWISE NOTED
- B.L. DENOTES BUILDING LINE
- A/E DENOTES ACCESS EASEMENT
- S/E DENOTES SANITARY SEWER EASEMENT
- (P) DENOTES PLATTED



VICINITY MAP
SEC. 33-12-25



LEGAL DESCRIPTION
Resurvey and replat of Lot 1, MEADOWBROOK PARK, a platted subdivision of land in the City of Prairie Village, Johnson County, Kansas, containing 8.1939 acres, more or less of replatted land.

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "MEADOWBROOK PARK, SECOND PLAT".

DEDICATION
The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on this plat as streets, terraces, places, roads, drives, lanes, parkways, and avenues not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietors hereby absolve and agree to indemnify the City of Prairie Village, Johnson County, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easements.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over, under and through these areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City of Prairie Village, Kansas. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over, under and through these areas outlined and designated on this plat as "Private Drainage Easement" or "P/D/E" is hereby granted to the Meadowbrook Park Association. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

An easement to lay, construct, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, over and through those areas designated as "Sanitary Sewer Easement" or "S/S" on this plat, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement and is hereby dedicated to the Consolidated Main Sewer District of Johnson County, Kansas or their assigns.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of subdivision amenities, entry monuments, landscaping, irrigation and drainage facilities upon, over, and under these areas outlined and designated on this plat as "Landscape Easement" or "L/E" is hereby granted to Meadowbrook Park Association, or its assigns.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of sidewalk facilities upon, over, and under these areas outlined and designated on this plat as "Sidewalk Easement" or "S/W/E" is hereby granted to the City of Prairie Village.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of sidewalk facilities upon, over, and under these areas outlined and designated on this plat as "Private Sidewalk Easement" or "P/SW/E" is hereby granted to Meadowbrook Park Association, or its assigns.

RESTRICTIONS

The use of, and access to, all Lots and Tracts in this subdivision shall hereafter be subject to the covenants and restrictions which are to be recorded in the Office of Records and Tax Administration of Johnson County, Kansas, and shall hereby become a part of this dedication of this plat as though set herein.

CONSENT TO LEVY

The undersigned proprietors of the above described land hereby agree and consent that the Board of County Commissioners of Johnson County, Kansas, and the City of Prairie Village, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessment, and that the amount of unpaid special assessments on such land so dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public way or thoroughfare.

EXECUTION

IN TESTIMONY WHEREOF, undersigned proprietors has caused this instrument to be executed on this _____ day of _____, 20____

MB - 18, LLC, A Kansas limited liability company

By: _____
David M. Harrison, Manager

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, came David M. Harrison, Authorized Agent of MB - 18, LLC, a Kansas limited liability company, who is personally known to me to be such person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

APPROVALS

Approved by the Planning Commission of the City of Prairie Village, Johnson County, Kansas, this _____ day of _____, 20____.

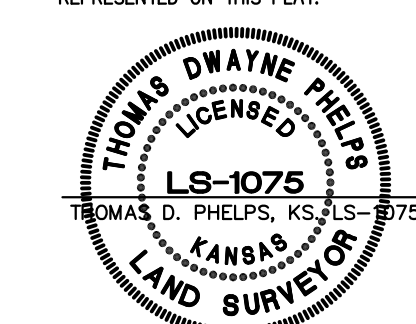
Chairman: Nancy Wallerstein

Approved by the Governing Body of the City of Prairie Village, Kansas, this _____ day of _____, 20____.

Mayor: Laura Wassmer Attest: _____
City Clerk: Joyce Hogen Mundy

I, THOMAS D. PHELPS, HEREBY CERTIFY THAT IN JANUARY 2016, I OR SOMEONE UNDER MY DIRECT SUPERVISION HAVE MADE A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND AND THE RESULTS OF SAID SURVEY ARE CORRECTLY REPRESENTED ON THIS PLAT.

CERTIFICATE OF AUTHORIZATION
KANSAS
LAND SURVEYING - LS-82
ENGINEERING - E-381



PHELPS ENGINEERING, INC.

PLANNING
ENGINEERING
IMPLEMENTATION

1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1166

Memo

To: Wes Jordan
From: Dan Hanover
Date: January 25, 2018
Re: CEDAW Resolutions and Ordinances

The Convention on the Elimination of all forms of Discrimination Against Women (CEDAW) is an international treaty adopted by the United Nations General Assembly in 1979. A number of municipalities in the country have chosen to affirm the importance of the principles contained in the treaty by taking formal actions. In general, there are **two options** that cities can utilize to recognize CEDAW namely, the **ordinance** OR the **resolution**.

1. The **ordinances** are quite long and thorough, and tend to be the product of a large City or County (i.e. Pittsburg, San Francisco, and Miami-Dade). Nearly all of the ordinances outline the creation of some form of a “*Gender Equity Commission*” with the task of monitoring City departments, recommending policy, and formulating a “*Gender Analysis Action Plan*”. The CEDAW organization has a city ordinance template that cities can use to draft their own ordinance.

A few of the main points contained in CEDAW **ordinances** throughout the country:

San Francisco, CA:

- Creation of a “Commission on the Status of Women”
- Creation of a CEDAW Task Force – reports to mayor and commission
 - Conducts a “Gender Analysis” for all City departments
 - Disaggregated data is analyzed.
 - Budgetary allocation evaluation.
 - Overall implementation of CEDAW human rights principles
 - Make recommendations on how to comply with CEDAW
- Action Plans
 - Each department must have a five-year action plan that will be reviewed by the Commission regularly to ensure implementation
 - Outlines specific actions each City department will take to come in compliance with the CEDAW treaty.
 - Plans are presented to the Board of Supervisors – the committee responsible for considering the City’s budget.
 - Open for public comment.

Pittsburg, PA:

- Creation of a “Gender Equity Commission”
 - “Monitoring and recommending, both positive rights, which affirm or oblige action, such as access to fair wages and human services, and negative rights, which permit or oblige inaction, such as freedom from discrimination, freedom from harassment and violence, and freedom from other adverse actions or experiences.”
 - Develop a five-year Citywide action plan for all City departments
 - Offer trainings in issues relating to gender equity
- Plenty of declarations and explanations of the importance of the subject.

Miami-Dade County, FL:

- Creation of a “Commission for Women”
 - Conduct a study of all existing county institutions and programs.
 - Conduct studies regarding women in county institutions.
 - Advisory capacity to the County Commission.
- Gender equity data is gathered by the County Commission Auditor’s Office then given to the Commission for Women for analysis. Data provided and analyzed annually.
 - Economic development data
 - Health and safety data
 - Education data

2. The **resolutions** serve a much more symbolic and ceremonial role - more of a formal way for the City to recognize the importance of women’s issues and the CEDAW treaty. A few main points:

- Some resolutions act as a “first step” towards adopting a future ordinance similar to the ones discussed below.
 - Examples include: Boulder, CO, Mount Vernon, NY, West Hollywood, CA
- Other resolutions simply affirm their commitments to local women’s advocacy groups and/or women’s rights, in general
 - Examples include: Kansas City, MO, Tampa, FL, New Orleans, LA
- Resolutions can also serve as an opportunity to highlight the progress a city has made in the area

Examples of CEDAW actions in the local area are limited. There are currently no cities in Kansas that have passed a CEDAW resolution or ordinance. Kansas City, MO and University City, MO both have enacted resolutions and are the closest communities, geographically, to Prairie Village. These **resolutions** are briefly outlined as follows:

Kansas City, MO:

- Recognizes the CEDAW treaty of 1979
- Recognizes the gains women have made in the struggle for equality and acknowledges that much more needs to be accomplished.
- Recognizes the “pay gap”
- Recognizes the disproportionate number of women in poverty among the elderly

- Recognizes that women comprise about 25% of the General Assembly even though they make up 51% of Missouri's population.
- Denounces all discrimination, especially against women and girls
- Reaffirms city's commitment to affording women equal academic, economic and business opportunities.
- Pledges support to The Women's Foundation of Greater Kansas City, an organization that supports research on gender equality and promotes the advancement of women in public service.

University City, MO:

- Resolution contains nearly identical language to the Kansas City resolution with the exception of committing support to The Women's Foundation of Greater Kansas City.
- Resolution also encourages the members of the City Commission on Human Relations to familiarize themselves with CEDAW and make recommendations to City Council about potential changes to policy and procedure.

In sum, if the City of Prairie Village would like to pursue formal action on the CEDAW, there are two options. (1) Ordinances which are much more involved and require more dedicated resources to take concrete steps on the issue. (2) Resolutions which affirm a city's commitment to women's issues in more of a symbolic way that does not require budgetary expenditures.

Attachments:

- San Francisco CEDAW Ordinance
- Kansas City CEDAW Resolution

CITY AND COUNTY OF
SAN FRANCISCO MUNICIPAL CODE
ADMINISTRATIVE CODE

CHAPTER 12K: LOCAL IMPLEMENTATION OF THE UNITED NATIONS CONVENTION ON THE ELIMINATION OF ALL FORMS OF DISCRIMINATION AGAINST WOMEN (CEDAW)

- Sec. 12K.1. Findings.
- Sec. 12K.2. Definitions.
- Sec. 12K.3. Local Principles of CEDAW.
- Sec. 12K.4. Implementation of the Principles of CEDAW in San Francisco.
- Sec. 12K.5. CEDAW Task Force.
- Sec. 12K.6. Summary of CEDAW.

SEC. 12K.1. FINDINGS.

The Board of Supervisors of the City and County of San Francisco hereby finds and declares as follows:

(a) The Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW), an international human rights treaty, provides a universal definition of discrimination against women and brings attention to a whole range of issues concerning women's human rights. Countries that ratify CEDAW are mandated to condemn all forms of discrimination against women and girls and to ensure equality for women and girls in the civil, political, economic, social and cultural arenas. The United Nations General Assembly adopted CEDAW in 1979 and President Carter signed the treaty on behalf of the United States in 1980, but the United States Senate has not yet ratified CEDAW.

(b) On October 30, 1997, a consortium of community organizations, the Commission on the Status of Women, the Human Rights Commission and Board of Supervisors President Barbara Kaufman held a hearing on the local implications of CEDAW. The testimony at the hearing demonstrated that women and girls continue to face discrimination in the areas of economic development and employment, violence against women and girls, and health care. On November 10, 1997, the Board of Supervisors adopted Resolution No. 1021-97, supporting the local implementation of the underlying principles of CEDAW and urging the United States Senate to ratify CEDAW. On November 17, 1997, Mayor Willie Brown approved Resolution No. 1021-97.

(c) There is a continued need for the City and County of San Francisco to protect the human rights of women and girls by addressing discrimination, including violence, against them and to implement, locally, the principles of CEDAW. Adherence to the principles of CEDAW on the local level will especially promote equal access to and equity in health care, employment, economic development and educational opportunities for women and girls and will also address the continuing and critical problems of violence against women and girls. There is a need to analyze the operations of City departments, policies and programs to identify discrimination in, but not limited to, employment practices, budget allocation and the provision of direct and indirect services and, if identified, to remedy that discrimination. In addition, there is a need to work toward implementing the principles of CEDAW in the private sector.

(d) There is a need to strengthen effective national and local mechanisms, institutions and procedures and to provide adequate resources, commitment and authority to: (1) advise on the impact of all government policies on women and girls; (2) monitor the situation of women comprehensively; and (3) help formulate new policies and effectively carry out strategies and measures to eliminate discrimination. The Commission on the Status of Women shall be designated as the implementing and monitoring agency of CEDAW in the City and County of San Francisco.

(e) In April 1998, the City and County of San Francisco originally enacted this ordinance implementing the principles underlying CEDAW. In 1998, City officials and community representatives formed a CEDAW Task Force. In 1999, the CEDAW Task Force and the Commission on the Status of Women developed "Guidelines for a Gender Analysis," a set of guidelines to assist City departments in implementing the local principles of CEDAW. In 1999, two City departments used the Guidelines to analyze their departments. The resulting report, "A Gender Analysis: Implementing the Convention on the Elimination of All Forms of Discrimination against Women" (November 1999) demonstrated a continuing need to work on elimination of discrimination against women. The Report further revealed that discrimination based on gender is interconnected and often overlaps with discrimination based on race and other criteria.

(f) The Report called on the City and County of San Francisco and its departments to:

- (1) Increase education in human rights with a gender perspective;
- (2) Expand the collection of data disaggregated by gender, race and other traits; and
- (3) Create a more fair and equitable workplace by increasing effective recruitment efforts for a diverse workforce, providing meaningful family friendly policies to retain employees and increasing professional development and training opportunities for all employees.

The Report revealed the need to analyze policies, procedures and programs on a Citywide, in addition to, department level. Both the Report and the department human rights trainings revealed

the need to consider the intersection of gender and race in particular recognizing the unique experiences of women of color.

(Added by Ord. 128-98, App. 4/13/98; amended by Ord. 325-00, File No. 001920, App. 12/28/2000)

SEC. 12K.2. DEFINITIONS.

As used in this Article, the following words and phrases shall have the meanings indicated herein:

- (a) "City or City and County" shall mean the City and County of San Francisco.
- (b) "Commission" shall mean the Commission on the Status of Women.
- (c) "Disaggregated data" shall mean information collected and analyzed by enumerated categories in order to identify the disparities existing between women and men. These categories shall include, to the extent permitted by law, sex, race, immigration status, parental status, language, sexual orientation, disability, age and other attributes.
- (d) "Discrimination against women" shall include, but not be limited to, any distinction, exclusion or restriction made on the basis of sex that has the effect or purpose of impairing or nullifying the recognition, enjoyment or exercise by women, irrespective of their marital status, on a basis of equality of men and women, of human rights and fundamental freedoms in the political, economic, social, cultural, civil or any other field. The definition of discrimination includes gender-based violence, that is, violence that is directed against a woman because she is a woman or that affects women disproportionately. It includes acts that inflict physical, mental, or sexual harm or suffering, threats of such acts, coercion and other deprivations of liberty by family, community or government.
- (e) "Gender" shall mean the way society constructs the difference between women and men, focusing on their different roles, responsibilities, opportunities and needs, rather than their biological differences.
- (f) "Gender analysis" shall mean an examination of the cultural, economic, social, civil, legal and political relations between women and men within a certain entity, recognizing that women and men have different social roles, responsibilities, opportunities and needs and that these differences, which permeate our society, affect how decisions and policy are made.
- (g) "Gender equity" shall mean the redress of discriminatory practices and establishment of conditions enabling women to achieve full equality with men, recognizing that needs of women and men may differ, resulting in fair and equitable outcomes for both.
- (h) "Human rights" shall mean the rights every individual possesses that are intended to improve the conditions in society that protect each person's dignity and well-being and the humanity of all people.
- (i) "Racial discrimination" shall mean any distinction, exclusion, restriction or preference based on race, color, descent, or national or ethnic origin which has the purpose or effect of nullifying or impairing the recognition, enjoyment or exercise, on an equal footing, of human rights and fundamental freedoms in the political, economic, social, cultural or any other field of public life.

(Added by Ord. 325-00, File No. 001920, App. 12/28/2000. Former Sec. 12K.2 renumbered as Sec. 12K.3 by Ord. 325-00)

SEC. 12K.3. LOCAL PRINCIPLES OF CEDAW.

It shall be the goal of the City to implement the principles underlying CEDAW, listed in Section 12K.6 by addressing discrimination against women and girls in areas including economic development, violence against women and girls and health care. In implementing CEDAW, the City recognizes the connection between racial discrimination, as articulated in the International Convention on the Elimination of All Forms of Racial Discrimination, and discrimination against women. The City shall ensure that the City does not discriminate against women in areas including employment practices, allocation of funding and delivery of direct and indirect services. The City shall conduct gender analyses, as described in Section 12K.4, to determine what, if any, City practices and policies should change to implement the principles of CEDAW.

(a) Economic Development.

(1) The City shall take all appropriate measures to eliminate discrimination against women and girls in the City of San Francisco in employment and other economic opportunities, including, but not limited to, ensuring:

- (A) The right to the same employment opportunities, including the application of the same criteria for selection in matters of employment and the right to receive access to and vocational training for nontraditional jobs;
- (B) The right to promotion, job security and all benefits and conditions of service, regardless of parental status, particularly encouraging the appointment of women to decision making posts, City revenue generating and managing commissions and departments, and judicial positions;
- (C) The right to equal remuneration, including benefits and to equal pay in respect to work of equal value;

(D) The right to the protection of health and safety in working conditions, including supporting efforts not to purchase sweatshop goods, regular inspection of work premises, and protection from violent acts at the workplace.

(2) The City shall encourage and, where possible, fund the provisions of the necessary supporting social services to enable parents to combine family obligations with work responsibilities and participation in public life, in particular through promoting the establishment and development of a network of child care facilities, paid family leave, family-friendly policies and work-life balance.

(3) The City shall encourage the use of public education and all other available means to urge financial institutions to facilitate women's access to bank accounts, loans, mortgages, and other forms of financial services.

(b) Violence Against Women and Girls.

(1) The City shall take and diligently pursue all appropriate measures to prevent and redress sexual and domestic violence against women and girls, including, but not limited to:

(A) Police enforcement of criminal penalties and civil remedies, when appropriate;

(B) Providing appropriate protective and support services for survivors, including counseling and rehabilitation programs;

(C) Providing gender-sensitive training of City employees regarding violence against women and girls, where appropriate; and

(D) Providing rehabilitation programs for perpetrators of violence against women or girls, where appropriate.

The City shall not discriminate on the basis of race, ethnicity, culture, language or sexual orientation, when providing the above supportive services.

(2) It shall be the goal of the City to take all necessary measures to protect women and girls from sexual harassment in their places of employment, school, public transportation, and any other places where they may be subject to harassment. Such protection shall include streamlined and rapid investigation of complaints.

(3) Prostitutes are especially vulnerable to violence because their legal status tends to marginalize them. It shall be the policy of San Francisco that the Police Department diligently investigate violent attacks against prostitutes and take efforts to establish the level of coercion involved in the prostitution, in particular where there is evidence of trafficking in women and girls. It shall be the goal of the City to develop and fund projects to help prostitutes who have been subject to violence and to prevent such acts.

(4) The City shall ensure that all public works projects include measures, such as adequate lighting, to protect the safety of women and girls.

(5) It shall be the goal of the City to fund public information and education programs to change traditional attitudes concerning the roles and status of women and men.

(c) Health Care.

(1) It shall be the goal of the City to take all appropriate measures to eliminate discrimination against women and girls in the field of health care in order to ensure, on a basis of equity, information about and access to adequate health care facilities and services, according to the needs of all communities, regardless of race, ethnicity, culture, language, and sexual orientation, including information, counseling and services in family planning.

(2) It shall be the goal of the City to ensure that women and girls receive appropriate services in connection with prenatal care, delivery, and the post-natal period, granting free services where possible, as well as adequate nutrition during pregnancy and lactation.

(d) In undertaking the enforcement of this ordinance, the City is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

(Formerly Sec. 12K.2; added by Ord. 128-98, App. 4/13/98; renumbered and amended by Ord. 325-00, File No. 001920, App. 12/28/2000)

SEC. 12K.4. IMPLEMENTATION OF THE PRINCIPLES OF CEDAW IN SAN FRANCISCO.

(a) Citywide integration of human rights principles. The City shall work towards integrating gender equity and human rights principles into all of its operations, including policy, program and budgetary decision-making. The Commission shall train selected departments in human rights with a gender perspective.

(b) Gender Analysis and Action Plan. As a tool for determining whether the City is implementing the local principles of CEDAW and/or discriminating against women and girls, selected City departments, programs, policies, and private entities to the extent permitted by law, shall undergo a gender analysis and develop an Action Plan. The gender analysis shall be conducted according to guidelines developed by the CEDAW Task Force and Commission. The gender analysis shall include: (i) the collection of disaggregated data; (ii) an evaluation of gender equity in the entity's operations, including its budget allocations, delivery of direct

and indirect services and employment practices and (iii) the entity's integration of human rights principles and the local principles of CEDAW as set forth in section 12K.3. Upon completion of the gender analysis, the entity shall develop an Action Plan that contains specific recommendations on how it will correct any identified deficiencies and integrate human rights principles and the local principles of CEDAW into its operations.

(1) The CEDAW Task Force shall identify the City departments, programs, policies, and entities, to undergo the gender analysis and shall develop timelines for completion of the analyses and Action Plans. In the absence of Task Force action, the Commission shall make the selections.

(2) The Commission shall train the selected department, entity, policy or program staff to conduct its gender analysis and shall provide technical assistance to the entity throughout the gender analysis process and development of the Action Plan.

(3) Each department or entity undergoing a gender analysis shall designate a management and/or executive level employee to serve as a liaison to the Commission and to coordinate the completion of the gender analysis.

(4) Each department or entity undergoing a gender analysis shall provide a report on its gender analysis and its Action Plan to the CEDAW Task Force and the Commission, which shall review, analyze and comment on the report and forward it to the Board of Supervisors and the Mayor.

(5) The Commission shall monitor the implementation of each department or entity's Action Plan.

(c) Five-year Citywide Action Plan. Provided sufficient funds are available, the Commission and the CEDAW Task Force shall jointly develop a five-year Citywide Action Plan. The Citywide Action Plan shall address how to integrate human rights principles into the City's operations, how to further implement the local principles of CEDAW as described in Section 12K.3, any and all deficiencies found in the gender analyses and the measures recommended to correct those deficiencies. The Commission and the CEDAW Task Force shall present the Action Plan to the Mayor and the Board of Supervisors on or before December 30, 2002. The Board of Supervisors Committee responsible for considering the City's budget shall hold a hearing to receive the Citywide Action Plan and public comment thereon. The Commission shall monitor the implementation of the Citywide Action Plan.

(Formerly Sec. 12K.3; added by Ord. 128-98, App. 4/13/98; renumbered and amended by Ord. 325-00, File No. 001920, App. 12/28/2000)

SEC. 12K.5. CEDAW TASK FORCE.

(a) Establishment. A CEDAW Task Force is hereby established. The Task Force shall report to the Mayor, the Board of Supervisors and the Commission. The Commission shall provide administrative support for the Task Force. The Task Force shall consist of 11 members.

(b) Purpose. The Task Force is established to advise the Mayor, the Board of Supervisors and the Commission about the local implementation of CEDAW.

(c) Powers and Duties. The Task Force shall have all powers and duties necessary to carry out the local implementation of CEDAW as described in Section 12K.4.

(d) Membership and Organization.

(1) The members of the Task Force shall be as follows:

(A) The President of the Human Rights Commission or her or his designee;

(B) A staff member from the Mayor's Office knowledgeable about the City's budget, to be designated by the Mayor;

(C) The head of the Department of Human Resources or her or his designee;

(D) The President of the Board of Supervisors or her or his designee;

(E) The President of the Commission or her or his designee;

(F) Six members from the community to be appointed by the Commission, as follows:

(i) Two representatives shall work in the field of international human rights and be knowledgeable about CEDAW,

(ii) One representative shall be knowledgeable about economic development, including employment issues,

(iii) One representative shall be knowledgeable about health care issues,

(iv) One representative shall be knowledgeable about violence against women, and

(v) One representative shall be knowledgeable about City unions and experienced in women's issues.

(2) The Task Force shall convene by June 1, 1998.

(3) The Task Force shall expire on June 30, 2003, unless its powers are renewed by the Board of Supervisors. When the Task Force expires, the Commission shall take on the leadership and responsibilities previously designated to the Task Force.

(4) All appointed members of Task Force shall serve at the pleasure of their appointing authorities. The term of each community member of the CEDAW Task Force shall be for two years; provided

however, that the initial members shall, by lot, classify their terms so that three members shall serve a two-year term and two members shall serve a three-year term. Subject to the expiration of the Task Force, their successors shall be appointed for a two-year term; provided, however, that any member may be reappointed for consecutive terms.

(e) Alternate members. An alternate may be designated for each member. Ex officio members enumerated in Subsection (d)1(A)--(E) may designate a person to serve as her or his alternate. The Commission may appoint alternate members for those community members enumerated in Subsection (d)(1)(F). The term of office of the alternate shall be the same as that of the regular member. When the regular member is not present at the meeting of the Task Force, the alternate may act as the regular member and shall have all the rights, privileges, and responsibilities of the regular member.

(f) Attendance requirement. The President of the Commission, or her or his designee, shall monitor the attendance of the Task Force. In the event that any community member, enumerated in Subsection (d)(1)(F), and her or his alternate miss three regularly scheduled meetings of the Task Force without the prior notice to the Task Force, the President or her or his designee shall certify in writing to the Commission that the member and alternate have missed three meetings. On the date of such certification, the member and alternate shall be deemed to have resigned from the Task Force. The President or her or his designee shall notify the Commission of the resignation and request the appointment of a new member and alternate.

(Formerly Sec. 12K.4; added by Ord. 128-98, App. 4/13/98; renumbered and amended by Ord. 325-00, File No. 001920, App. 12/28/2000; Ord. 16-03, File No. 021853, App 2/7/2003)

SEC. 12K.6. SUMMARY OF CEDAW.

Article 1: Defines discrimination against women as any "distinction, exclusion, or restriction made on the basis of sex which has the effect or purpose of impairing or nullifying the recognition, enjoyment or exercise by women, irrespective of marital status, on the basis of equality between men and women, of human rights or fundamental freedom in the political, economic, social, cultural, civil, or any other field."

Article 2. Mandates concrete steps, implementing laws, policies and practices to eliminate discrimination against women and embody the principle of equality.

Article 3. Requires action in all fields--civil, political, economic, social, and cultural--to advance the human rights of women.

Article 4. Permits affirmative action measures to accelerate equality and eliminate discrimination.

Article 5. Recognizes the role of culture and tradition, and calls for the elimination of sex role stereotyping.

Article 6. Requires suppression of traffic in women and exploitation of prostitutes.

Article 7. Mandates ending discrimination against women in political and public life.

Article 8. Requires action to allow women to represent their governments internationally on an equal basis with men.

Article 9. Mandates that women will have equal rights with men to acquire, change or retain their nationality and that of their children.

Article 10. Obligates equal access to all fields of education and the elimination of stereotyped concepts of the roles of men and women.

Article 11. Mandates the end of discrimination in the field of employment and recognizes the right to work as a human right.

Article 12. Requires steps to eliminate discrimination from the field of health care, including access to family planning. If necessary, these services must be free of charge.

Article 13. Requires that women be ensured equal access to family benefits, bank loans, credit, sports and cultural life.

Article 14. Focuses on the particular problems faced by rural women.

Article 15. Guarantees equality before the law and equal access to administer property.

Article 16. Requires steps to ensure equality in marriage and family relations.

Article 17. Calls for the establishment of a committee to evaluate the progress of the implementation of CEDAW.

Articles 18--30. Set forth elements of the operation of the treaty.

(Formerly Sec. 12K.5; added by Ord. 128-98, App. 4/13/98; renumbered by Ord. 325-00, File No. 001920, App. 12/28/2000)

RESOLUTION NO. 141045

Supporting the Convention on the Elimination of All Forms of Discrimination Against Women and working at the local level with the Women's Foundation to accomplish CEDAW's goals.

WHEREAS, the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW) was adopted by the United Nations General Assembly on December 18, 1979, and became an international treaty as of September 3, 1981, with 187 United Nations member nations having agreed to be bound by CEDAW's provisions; and

WHEREAS, although women have made gains in the struggle for equality in many fields, much more needs to be accomplished to fully eradicate discrimination based on gender and to achieve one of the most basic human rights, equality; and

WHEREAS, in Missouri, women who work full-time earn 29 percent less than male workers and women earn 71 cents for every 1 dollar earned by men; and

WHEREAS, in Missouri, 27% of counties lack any accredited child care center, including three counties with the highest number of children aged 0-4; and

WHEREAS, in Missouri, just over nine percent of seniors are in poverty, two-thirds of whom are women, and overall the gap between elderly men and women in poverty is 3.7 percent, but in some counties this increases to 8.0 percent; and

WHEREAS, in Missouri, women in public leadership positions are very much in the minority, comprising about 25% of the seats in the General Assembly even though women comprise 51% of the state's population; and

WHEREAS, with knowledge that women and girls make up 51% of Missouri's population, with a desire to ensure these women and girls who live in Kansas City enjoy all the rights and privileges and remedies that are bestowed on all people in the United States, no matter race, national origin, gender or religious belief, and with a purpose to claim worldwide that Kansas City, Missouri is a city within which women can thrive, Kansas City that will not tolerate discrimination against women and girls; and

WHEREAS, CEDAW provides a comprehensive framework for governments to examine their policies and practices in relation to women and girls and to rectify discrimination based on gender; and

WHEREAS, City and County governments have an appropriate and legitimate role affirming the importance of eliminating all forms of discrimination against women in communities as universal norms and to serve as guides for public policy; NOW THEREFORE,

KANSAS CITY CEDAW RESOLUTION
RESOLUTION NO. 141045

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City of Kansas City, Missouri is committed to eliminating all forms of discrimination against women and girls, and to affording them equal academic, economic and business opportunities in Kansas City, Missouri.

Section 2. That the City will work with The Women's Foundation of Greater Kansas City to support its research on gender equality and promote the advancement of women in public service.

City	Meeting Start Time	Committee of the Whole	Council Agenda Order
Fairway	7:30 p.m.	No	1. Pledge of Allegiance 2. Proclamations 3. Standing Committee Reports 4. Special Committee Reports 5. Public Comment for items on agenda 6. Consent Agenda 7. New Business 8. Public Comment for items not on agenda
KCK	7:00 p.m.	No	1. Invocation 2. Pledge of Allegiance 3. Mayor's Agenda 4. Consent Agenda 5. Public Hearing Agenda 6. Standing Committee Agenda 7. Administrator's Agenda 8. Commissioner's Agenda 9. Public Announcements
Leawood	5:30 p.m.	No	1. Pledge of Allegiance 2. Approval of Agenda 3. Public Comment 4. Proclamations 5. Consent Agenda 6. Mayor's Report 7. Councilmember's Report 8. City Administrator's Report 9. Staff Reports 10. Committee Reports 11. Old Business 12. Other Business 13. New Business
Lenexa	7:00 p.m.	Yes (committee of the whole is held on 2nd and 4th Tuesdays; Council is held on 1st and 3rd Tuesdays) - no action taken in committee of the whole	1. Roll Call 2. Minutes 3. Agenda Modifications 4. Presentations 5. Consent Agenda 6. Board Recommendations 7. Public Hearings 8. New Business 9. Business from the Floor 10. Councilmember Reports 11. Staff Reports 12. Executive Session
Mission	7:00 p.m.	No	1. Pledge of Allegiance 2. Public Hearings 3. Special Presentations 4. Issuance of Notes and Bonds 5. Consent Agenda 6. Committee Reports 7. Public Comments 8. Action Items 9. Unfinished Business 10. New Business 11. Comments from Council 12. Mayor's Report 13. City Administrator's Report 14. Executive Session
Mission Hills	6:30 p.m.	No	1. Pledge of Allegiance 2. Approval of Minutes 3. Consent Agenda 4. Financial Reports 5. Old Business 6. New Business 7. City Staff Reports 8. Mayor's Comments 9. Council Liaison Reports
Olathe	7:00 p.m.	No	1. Pledge of Allegiance 2. Special Business 3. Public Hearings 4. Consent Agenda 5. New Business 6. New City Council Business 7. General Issues and Concerns of Citizen 8. City Council and City Manager Review Items
Overland Park	7:30 p.m.	Yes (usually only held for executive session or special items in a conference room separate from council chambers before the meeting at 6:30 p.m.)	1. Pledge of Allegiance 2. Public Hearings 3. Mayor's Agenda Items 4. Council President Agenda 5. City Manager Agenda 6. Consent Agenda 7. Regular Agenda (Committee Reports and Staff Reports) 8. Economic Development and Public-Private Partnership Projects 9. Planning Commission Recommendations 10. Old Business 11. New Business
Roeland Park	7:00 p.m.	No (will have work sessions occasionally at 6)	1. Invocation 2. Pledge of Allegiance 3. Agenda Revisions 4. Mayor's Agenda 5. Consent Agenda 6. Public Hearing Agenda 7. Standing Committees' Agenda 8. Administrator's Agenda 9. Commissioners' Agenda 10. Land Bank Board of Trustees' Consent Agenda 11. Public Announcements
Shawnee	7:00 p.m.	Yes (first Tuesday of the month at 7 p.m. - regular meetings are on 2nd and 4th Monday of the month, but works very similar to Prairie Village's committee of the whole).	1. Pledge of Allegiance 2. Consent Agenda 3. Mayor's Items 4. Business from the Floor 5. Public Items 6. Staff Items 7. Miscellaneous Items
Westwood	7:00 p.m.	No	1. Pledge of Allegiance 2. Visitor Presentations and Reports 3. Public Comment on Non-Agenda Items 4. Financial Reports 5. City Attorney Report 6. Administrative Report 7. Police/Court Report 8. Public Works Report 9. Committee Reports
DeSoto	7:30 p.m.	No	1. Pledge of Allegiance 2. Consent Agenda 3. Public Comment 4. Old Business 5. New Business 6. Executive Session 7. Advisory/Staff Reports 8. Council & Mayor Comments
Gardner	7:00 p.m.	No	1. Pledge of Allegiance 2. Public Comments 3. Consent Agenda 4. Committee Recommendations 5. Old Business 6. New Business 7. Council Updates 8. Executive Session

Johnson County	9:30 a.m.	No	1. Pledge of Allegiance 2. Public Comments 3. Notes for the Record 4. Consent Agenda 5. Action Agenda 6. Reports and Communications 7. Commission Comments 8. Executive Session
Merriam	7:00 p.m.	No	1. Pledge of Allegiance 2. Public Comments 3. Consent Agenda 4. Mayor's Report 5. Council Items - Finance and Administration 6. Council Items - Community Development/Public Works/CIP 7. Staff Items 8. New Business 9. Executive Session

MAYOR'S ANNOUNCEMENTS
Monday, February 5, 2018

Committee meetings scheduled for the next two weeks include:

Board of Zoning Appeals	02/06/2018	6:30 p.m.
Planning Commission	02/06/2018	7:00 p.m.
Prairie Village Arts Council	02/07/2018	5:30 p.m.
Tree Board	02/07/2018	6:00 p.m.
Environment/Recycle Education Subcommittee	02/08/2018	5:30 p.m.
Council Work Session	02/10/2018	8:30 a.m.
JazzFest Committee	02/13/2018	5:30 p.m.
Council Committee of the Whole (Tuesday)	02/20/2018	6:00 p.m.
City Council (Tuesday)	02/20/2018	7:30 p.m.

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The Prairie Village Arts Council is pleased to feature a mixed media exhibit in the R.G. Endres Gallery featuring Lorrie Engles, Kim Taggart, Gloria Gale and Chris Langseth during the month of February. The artist reception will be held at 6:30 p.m. on Friday, February 9, 2018.

City offices will be closed on Monday, February 19th in observance of the President's Day holiday.

Republic does not observe the Presidents Day holiday. Trash services **will not** be delayed.

Mark your calendar for the 2018 NLC Congressional City Conference in Washington, D.C. March 11-14, 2018.

INFORMATIONAL ITEMS
February 5, 2018

1. Council Committee of the Whole minutes - January 16, 2018
2. Board of Zoning Appeals Agenda - February 6, 2018
3. Planning Commission Agenda - February 6, 2018
4. 2017 Police Forfeiture Report
5. 2017 Crime Statistics
6. February Plan of Action
7. Mark Your Calendar

COUNCIL COMMITTEE OF THE WHOLE
January 16, 2018

The Council Committee of the Whole met on Tuesday, January 16, 2018 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Dan Runion with the following members present: Mayor Wassmer, Chad Herring, Jori Nelson, Serena Schermoly, Ronald Nelson, Tucker Poling, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden and Terrence Gallagher.

Staff Members present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft; Public Works Director; Shannon Marcano, Assistant City Attorney; Wes Jordan, City Administrator; Jamie Robichaud, Assistant City Administrator; Alley Porter, Assistant to the City Administrator; Deana Scott, Municipal Court Administrator and Joyce Hagen Mundy, City Clerk.

Council President Dan Runion welcomed new council members Ron Nelson and Tucker Poling and thanked Jori Nelson for her service as Council President in 2017.

Discussion regarding the City Hall Cell Tower contract

Shannon Marcano, Assistant City Attorney, stated that staff is looking for direction on how to proceed with negotiations with cell providers located on the city's cell tower. The City currently has lease agreements for the City Hall cell tower with three mobile service providers - Sprint, AT&T, and Verizon. All of the contracts with these service providers expired in April of 2017, and the City has been in discussions since 2017 to negotiate new agreements. The existing agreements were inconsistent and in need of updating to make the contracts equitable and consistent across the board for each service provider.

With the new agreements the City is seeking to 1) ensure agreement terms and lease rates are consistent and equitable for all mobile service providers; 2) ensure the tower is safe by requiring an engineer selected by the city to do an in-depth conditional inspection every five years and a structural analysis any time equipment is added or removed on the tower; 3) address maintenance needs on the tower; and 4) develop a plan to pay for needed improvements.

Mrs. Marcano reviewed the following proposed terms of the new agreements:

- Set a consistent lease amount for each service provider to \$3,421.83 per month, with a 3% rate increase each year
- Require service providers to split the cost on a conditional inspection of the tower, which is to be conducted every five years by an engineer selected by the City
- Require service providers to use an engineer selected by the City to conduct a structural analysis any time equipment modifications are made to the tower
- Require service providers to share the cost of maintenance on the tower
- Set the lease term to five years, subject to renewal for another five year period

Mrs. Marcano stated that AT&T is not in favor of paying for maintenance on the tower or for the conditional inspection. They do not believe an inspection every five years is needed. They are willing to agree to all other terms if the City reduces their lease rate. Verizon is not in favor of paying for maintenance on the tower or for the conditional inspection. Sprint has not submitted formal comments; however, Mrs. Marcano stated they have been open to negotiations.

Tucker Poling asked what the opposition was to the maintenance. Mrs. Marcano stated the providers feel that their lease payments compensate the city for the cost of maintenance to the city-owned tower.

Mrs. Marcano stated that staff is looking for direction on the following options:

1. Continue to negotiate the terms as proposed by the City
2. Revise the proposed terms based on council feedback
3. Renew the agreements with the existing terms
4. Terminate the agreements and cease operation of the tower.

Sheila Myers asked what the agreement terms were for the tower at 63rd & Mission. Mrs. Marcano noted that tower is owned by the Fire District and she has not reviewed their agreement. Wes Jordan added that tower is designed differently with all the equipment located within the structure. Mrs. Myers did not feel the City could cease operation of the tower as it would leave residents without coverage.

Terrence Gallagher asked if the proposed terms were standard with other cities in the area. Mrs. Marcano replied most of them are; however, the cost of maintenance is not included in some. Mr. Gallagher asked why inspections are being required every five years when changes to the equipment require a structural review when made. Mrs. Marcano replied that the conditional inspection is an in-depth inspection of everything whereas the structural analysis only looks at what is being added or removed. Lenexa does an inspection every three years on their tower.

Jori Nelson asked if there was an estimate for the annual maintenance cost. Mrs. Marcano stated there was not, but staff could ask other cities what they spend on maintenance annually. She added the exact amount would not be known until the inspection was completed. Ms. Nelson did not feel this would be a significant amount if divided among the three providers. Mrs. Marcano noted that the brick wall surrounding the tower is not in good shape and the city has received an estimate of approximately \$60,000 for its repair. Ms. Nelson stated she supports staff continuing their negotiations as proposed, particularly as it relates to all providers paying the same lease fee.

Courtney McFadden stated that brick enclosures do not commonly surround towers. Most are surrounded by fences. Providers are responsible for the maintenance of their equipment. It is atypical to have providers pay for maintenance of a tower. She noted Verizon built the brick structure. The lease rates were based on where the equipment is located on the tower and the amount of equipment. Mrs. McFadden stated there is no standard lease term; however, federal government leases were for 25 years.

Ron Nelson felt more information was needed for further negotiation, particularly regarding the maintenance component and how other cities address maintenance costs as part of the lease fee.

Chad Herring stated he was very satisfied with the direction of staff. He questioned why there has been no feedback from Sprint. Mrs. Marcano replied that they have communicated that they did not see any major issues with the agreement and maintenance provision. She noted that their existing agreement is most similar to the proposed agreement and she does not foresee any problems with getting them to the table. Mr. Herring noted that it appeared the substantive issues were regarding the maintenance and not the proposed fees and structural analysis.

Mrs. Marcano noted the providers want to make sure the agreement is equitable with everyone paying the same. She noted that AT&T is currently paying a substantially lower lease rate, so there is some concern by them with the proposed fee.

Mr. Herring stated he agreed with Mr. Nelson on the need to determine if the proposed lease amount is competitive with the market rate and if other cities include maintenance costs in their lease rates or not. He views the direction being taken by the City as good, seeking an equitable solution for all providers. If after further research it was determined that some flexibility be needed on the maintenance issue, that would be acceptable to him.

Serena Schermoly confirmed that there has not been an in-depth inspection of the tower performed since its construction. She is concerned with people going on the tower without an inspection. Following up on Mrs. McFadden's comments regarding leases set by space utilized, she questioned the fairness of charging everyone the same amount and if the city would be pricing itself out of the market with the proposed fees.

Terrence Gallagher asked if the city's tower was considered to be old. Mrs. Marcano replied there is no standard for the usable life of a tower and that the city's tower is one of the oldest in the area. Some providers have stated they did not feel an inspection was needed; however, not ever having an inspection, the City has nothing to base that on. Mr. Gallagher stated he was supportive of continuing negotiations as proposed.

Dan Runion asked how typical it was for the city to own a tower. Mrs. Marcano stated it is very common in the metropolitan area with some cities owning multiple towers. Mr. Runion asked if selling or transferring/assigning ownership would be an option. Mrs. Marcano stated that she doesn't have any experience with that but believes it would be possible.

Tucker Poling asked if the lease set parameters on the space that can be used on the tower. Mrs. Marcano responded there are two processes. First, the provider would enter into a lease agreement with the city that would allow them to have space on the tower. When they are ready to locate equipment on the tower, they would appear before the Planning Commission to request a Special Use Permit, which would require submittal of their plans and for a structural analysis to be conducted. Mr. Poling confirmed the lease amount proposed is not tied to the space used on the tower. He asked if AT&T's issue was the proposed rate. Mrs. Marcano responded that the current

agreement includes a 15% escalator every five years, and AT&T has requested to lower that to 10% every five years.

Courtney McFadden stated the application for a special use permit comes with the opinion of the structural capacity after an exhaustive review by a professional engineer. AT&T's engineers know AT&T's equipment, making it easier for them to conduct a structural analysis. It would be difficult for an independent engineer to conduct an analysis of equipment they are not familiar with. She questioned the need for an inspection every five years and who would be the best person to conduct the inspection and analysis.

Sheila Myers asked what a structural analysis costs. Mr. Jordan responded approximately \$2,300. He added the city wants to use their own engineer for the analysis and inspection to provide a consistent analysis. With each provider using their own engineer to do the analysis, there is no consistency. If an error occurs on a previous analysis, it continues onto subsequent analysis. This has occurred in the past, resulting in the tower being rated at 103% capacity. The city would like to have its own engineer conduct the conditional inspection and all structural analysis as equipment changes. They have talked with SSC, who has represented several different providers on cell towers in Prairie Village.

Mrs. Myers stated the tower was the city's asset, and she felt it was the city's responsibility to maintain.

Mr. Herring asked if the fact that the tower is currently over capacity is reason for concern. Mrs. Marcano replied that the city does not feel there is a structural flaw making it dangerous; however, this is why the city wants to have a conditional inspection completed. He noted that if something needs to come off the tower, that would be a difficult negotiation.

Ron Nelson noted that a comparison has been made between the tower lease and apartment leases, where maintenance is included as part of the lease. Apartments are residential in character. He views towers as commercial in nature, where tenants are expected to pay a portion of maintenance costs.

Serena Schermoly stated she agrees the tower needs to be inspected, regardless of who covers the cost. She would like to have that inspection done soon by a city-selected engineer.

Dan Runion felt those costs would be passed through to cellular customers. He would not want to rely on someone else's engineer and would be more comfortable with an independent, city-selected individual or firm.

Sheila Myers confirmed that none of the providers have an issue with an inspection done by the city.

Jori Nelson noted that individuals are not able to hear certain council members via live streaming and asked council members to use their microphones.

Brooke Morehead asked if the city anticipated any problems with Sprint, as they did not respond. Shannon Marcano replied she did not.

Serena Schermoly moved to approve the hiring of an engineer to conduct the conditional inspection and structural analysis of the city's tower with the City covering the cost. The motion was seconded by Sheila Myers.

Shannon Marcano confirmed the inspection would be done by SSC as recommended by staff. Tucker Poling confirmed this motion would move forward tonight to the City Council meeting for action. Wes Jordan advised the Council the estimated cost of the inspection and analysis would be approximately \$5,000

The motion was voted on and passed unanimously with Courtney McFadden abstaining due to a professional conflict of interest.

Shannon Marcano confirmed the consensus direction from the Council was to continue to negotiate the terms as proposed by the City and to do further research with other cities on shared maintenance costs.

COU2018-02 Consider approval of an agreement with Collection Bureau of Kansas, Inc. (CBK) for the collection of outstanding court fines and fees

Deana Scott, Municipal Court Administrator, addressed the Council on behalf of the city's judges to discuss the collection of outstanding court fines and fees. She noted that approximately two years ago, scrutiny of municipal courts began due to a number of national advocacy groups challenging municipal court bonding practices. Because of this scrutiny, the Kansas Supreme Court announced in September of 2017 the appointment of an Ad Hoc Committee on Bond Practices, Fines, and Fees in Municipal Courts to address best practices in Kansas municipal courts. Prairie Village Judge Karen Torline is one of eighteen Judges and/or attorneys appointed to this committee. In light of this scrutiny and the current perception that court practices are designed to create revenue rather than guarantee individuals appear in court, both Judge Torline and Judge DeCicco believe that initiating a collection process is necessary.

The collection process would alleviate the need to issue warrants on cases that are waiting for payment; therefore, alleviating the perception of incarcerating for nonpayment. Additionally, this process will alleviate defendants from incurring additional fees, such as warrant and jail fees. The process will not eliminate an individual's ability to appear in court to discuss payment options and/or indigence, but will be used for individuals that repeatedly fail to appear in court.

Mrs. Scott stated that as of January, 2018, the city has 5,419 current active warrants. This number does not reflect all the cases that would qualify for collections. The approximate outstanding balance related to these warrants is \$675,000.

The advantages of using a collection service include the following:

- There is no cost to the City
- 30% collection fee is paid by the defendant and collected directly by the collection company
- Outstanding jail fees will be collected (\$35 per day)

- Reduction in the number of warrants and potential liability to the City.

Staff reviewed numerous collection companies and found CBK to be the most logical choice due to their ability to provide both regular collections and collections through the State of Kansas Debt Setoff program. The Kansas Setoff program allows the Kansas Department of Administration to set off monies that the State of Kansas owes vendors and individuals, such as tax returns, against the debts that those individuals owe the state of Kansas or other governmental entities, including municipalities. This requires less staff time for both submitting and monitoring collections. Mrs. Scott noted that she had done Debt Setoff collections while employed by the City of Gardner and it is very time consuming. The collection company will be able to collect the city imposed fines, but will also handle collection of any jail fees incurred.

Mrs. Scott noted that the agreement with CBK has been forwarded to the City Attorney with additional comments from council members for review; therefore, no formal action was requested at this meeting.

Sheila Myers asked if this worked like credit card collections, where the amount collected can be reduced. Mrs. Scott replied that the agreement authorizes the Agency to settle and/or compromise any claim for 80% of the total outstanding balance at the agency's discretion. Compromises greater than 80% must have prior approval by the city.

Andrew Wang asked if wages could be garnished for nonpayment of these fines. Deana Scott responded that some can be and added under the Kansas Setoff program monies that the State of Kansas owes vendors or individuals. One example would be tax returns, which can be withheld as payment by the State

Tucker Poling noted that the termination language in Section 7 states that either party may terminate this agreement by giving thirty days written notice, contradicts language in Section 10 that states the Agency may terminate this agreement at any time. He sees this action as a good idea and is generally supportive as it eliminates excessive warrants and can break the cycle of holding people who are unable to pay while increasing the amount owed. Mrs. Scott stated the city's judges work with clients on payments, but they need to get them to appear to do so. For example, Mrs. Scott noted that she has seen a \$120 speeding ticket escalate to \$500 due to bond costs and fees for failure to appear in court.

Chad Herring stated he agreed with Mr. Poling, but expressed concern with how this was done. He doesn't have knowledge of this industry, but 30% seemed high and asked if this was the market rate. He also asked if this would eliminate warrants. Mrs. Scott replied that 30% was standard and that it would not eliminate warrants. Collection would only apply to those cases with resolution, where a fine has been set and plea is in place.

Serena Schermoly asked if the State was asking for procedures to be changed. Deana Scott replied that because of recent scrutiny on bonding action taken by courts around the country, the State is asking for processes to be reviewed. State is reviewing processes to ensure individual's rights are upheld.

Terrence Gallagher confirmed that the judges would initiate the collection process and asked why it was assumed that a collection agency would do a better job than handling it in-house. Mrs. Scott responded that from her experience, it does work, especially with the debt setoff program. She stressed this action does not in any way eliminate an individual's ability to come before the judge. The judge can still waive fees and set up payment plans

Tucker Poling responded from his perspective it works better because agencies are professionals, they know how to do it and do it well. Court clerks trying to secure payment do not have the same knowledge and skills.

Terrence Gallagher stated he is concerned with potential harassment from the collection agency. He wants to be sure that individuals are treated with respect.

Brooke Morehead asked if this service was put out to bid. Mrs. Scott replied that it can be. CBK was selected because of their strong experience within the state of Kansas and local municipalities as well as their ability to provide both regular collections and collections through the State of Kansas Debt Setoff program.

Tucker Poling asked for more information on the Debt Setoff program. Mrs. Scott explained that for the city to use the Debt Setoff program is very cumbersome and time consuming. It would result in multiple payments being requested and funds received. The agency is able to process collections using all three options and will send the city one check in payment of all the various charges.

Dan Runion asked what action was needed. Mr. Jordan replied he felt a motion should be made at this meeting for action at the February 5th council meeting to keep the process moving. He feels the legal questions with the agreement will be addressed by that time.

Chad Herring asked if in the process of the collection agency's engagement of the individual, will they advise individuals of their ability to appear in municipal court to handle this?

Chad Hollins, with CBK, replied their processes have full transparency and gave a brief history of their company. He noted that when accounts are turned over to his firm, the city will still have full access to them at any time through a secure client portal. Actions taken are updated daily. They operate on their own software, not a third party software. All calls are recorded. The collection process is tailor-built by direction of the city and individuals would be advised that they can come to the city to pay.

Mayor Wassmer stated that she was very supportive of this approach. However, she noted that she too has had a negative experience, similar to Mr. Gallagher's, with a collection agency calling her by mistake, and shares his concern regarding the collection methods. She would like to be assured that people were being treated respectfully and professionally and not harassed or bullied.

Mr. Hollins replied all of their calls and contacts are recorded. If there is ever any concern, that file can be pulled up and reviewed. Their actions would be at the direction of the city.

Tucker Poling noted their contract states that collection activities shall be courteous and business-like, consistent with the image and reputation of the client. The image and reputation of Prairie Village is an image of compassion and respect for everyone. He noted if this was not being done, it would be considered as a breach of contract.

Mr. Hollins noted that is reflected in the termination clause. He added that he conducts quarterly performance reviews to ensure that actions taken meet with desires of their clients.

Serena Schermoly confirmed if someone just receives notice from them and pays within days that the individual would still be charged the 30% collection fee. Mr. Hollins noted that if payment is made prior to their taking action, the collection fee would not be charged. Mrs. Scott added that it is standard practice even for the State of Kansas to assess the fee even if the city collects the outstanding balance.

Jori Nelson asked how many opportunities would an individual have to make payment before being turned over to the collection agency. She also requested letters of recommendation from area cities. Mr. Hollins noted there were letters of recommendation in the material distributed to the Council.

Deana Scott stated that the judge will determine when the account is turned over for collection.. Currently, if an individual does not appear, they are sent a 30 day letter, giving them an additional court date, then their license would be suspended if it was an offense eligible for suspension, or it could go to warrant at that time. If it is a moving violation, most likely, the judge would send it to collections rather than issuing a warrant. Ms. Nelson asked 30 days or 60 days. Mrs. Scott replied sometimes 90 days and noted that her clerks will often make contact with individuals if they have contact information.

Jori Nelson requested letters of recommendation from Fairway, Merriam and Shawnee regarding their experiences with CBK to be included in the Feb 5th Council packet..

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

**MOVE TO CONTINUE COU2018-02 APPROVAL OF AGREEMENT
WITH COLLECTION BUREAU OF KANSAS, INC. (CBK) FOR THE
COLLECTION OF OUTSTANDING COURT FINES AND FEES TO
THE FEBRUARY 5, 2018 CITY COUNCIL MEETING**

Serena Schermoly asked if a license was suspended if it would remain suspended while going through collections. Mrs. Scott replied that it would.

Jamie Robichaud stated the goals of code enforcement are to address and correct code violations with a reasonable and uniform approach and to promote beautification of the community through the enforcement of responsible property maintenance. In late 2015, the City Council approved an additional full-time code enforcement officer to help to attain these goals.

To address concerns related to the growing number of residential construction projects underway in the city, the Codes Department now provides contractors written expectations on the maintenance of construction sites. These expectations were reviewed.

In 2017, 1,238 code enforcement cases were opened. 70% of these cases were city-initiated, while 27% were complaint-driven. The remaining 3% of cases were opened based on violations found during rental inspections. The total resolution time from the time a case was opened until it was closed was 32 days in 2017.

Mrs. Robichaud reviewed the number of code enforcement cases per year including and excluding trash containers, noting that in 2016 and 2017, a sweep of the city was conducted focused on the screening of trash containers. A breakdown was also provided of the most common violations. Trash container violations were the most prevalent. Tall weeds/grass (25%) and trash & refuse (23%) were the most common violations when trash container violations were excluded.

Significant progress has been made since an additional full-time code enforcement officer was brought on staff in late 2015:

- Total number of code enforcement cases from 2014 to 2017 increased 43%
- Total number of proactive cases from 2014 to 2017 increased 88%
- Total number of complaint-driven cases from 2014 to 2017 decreased 39%
- The resolution time from 2014 to 2017 decreased by 46%, or 27 days
- Total rental inspection violations from 2014 to 2017 decreased by 26%; however, we saw an increase of 60% in violations from 2014 to 2016 and are now experiencing much better compliance with property maintenance codes on rental properties

Mrs. Robichaud shared photographs of several code violations before and after being brought into compliance.

ADJOURNMENT

Jori Nelson moved the Council Committee of the Whole meeting be adjourned. The motion was seconded by Chad Herring and passed unanimously. Council President Dan Runion adjourned the Council Committee of the Whole meeting at 7:25 p.m.

Prepared by Joyce Hagen Mundy
City Clerk

Reviewed by Dan Runion
Council President

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
AGENDA
February 6, 2018
6:30 P.M.**

I. ROLL CALL

II. APPROVAL OF MINUTES - December 5, 2017

III. PUBLIC HEARINGS

BZA2018-01 Variance from Section 19.08.025(a) "Side Yard" of the Zoning Ordinances to reduce the west side yard setback from 6 feet to 4 feet
4111 West 73rd Terrace
Zoning: R-1b Single Family Residential District
Applicant: John Schutt

IV. OTHER BUSINESS

V. ADJOURNMENT

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

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
TUESDAY, FEBRUARY 6, 2018
7700 MISSION ROAD
7:00 P.M.**

- I. ROLL CALL
- II. APPROVAL OF PLANNING COMMISSION MINUTES - JANUARY 9, 2017
- III. PC2018-106 Final Development Plan - Meadowbrook Inn
4901 Meadowbrook Parkway
Zoning: MXD
Applicant: Justin Duff, VanTrust Real Estate
- IV. PUBLIC HEARINGS
 - PC2018-01 Request for Special Use Permit - Homestead Country Club
4100 Homestead Court
Zoning: R-1a
Applicant: 73016, LLC
(Continued to March 6th Planning Commission meeting)
 - PC2018-02 Request for Special Use Permit for a carwash &
PC2018-102 Amendment to Preliminary Development Plan
7930 State Line Road
Zoning: CP2
Applicant: Thomas Wells, TW Macon, LLC
 - PC2018-03 Request for Rezoning from R-1a to R-1b &
PC2018-103 Request for Lot Split
7540 Reinhardt
Applicant: John Moffitt, MoJo Built, LLC
(Continued to March 6th Planning Commission meeting)
- V. NON-PUBLIC HEARINGS
 - PC2018-104 Request for Site Plan Approval
5200 West 95th Street
Zoning: C-0
Applicant: Garen Miller Architect
- VI. OTHER BUSINESS
- VII. 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.**



PRAIRIE VILLAGE POLICE DEPARTMENT

"A Tradition of Service"

Tim M. Schwartzkopf
Chief of Police



DATE: January 10, 2018
TO: Mayor Laura Wassmer and City Council Members
FROM: Chief Tim M. Schwartzkopf *TMS*
SUBJECT: FORFEITURE TRUST FUND 2017 ANNUAL REPORT

As per Council Policy, I am submitting the following annual report for the time period of January 1 through December 31, 2017.

SIU – 01-00-00-2117-000

FUND TOTAL - January 1, 2017: \$59,728.72

Expenditures – (\$31,462.05)

Buy Fund – replenish (1 x \$4,000.00)	-4,000.00
Joint Operations with DA’s office, Lenexa and Olathe – sharing of asset forfeiture	-5,116.43
New Bike Unit – equipment and training	-7,335.96
Patrol Car Phones – initial first year costs	-755.57
Polaris ATV	-13,740.50
Vermillion Morrison – cash and vehicle forfeitures (1)	-513.59

Revenue – (\$35,503.28)

Interest	185.96
Restitution (21)	1,370.00
U.S. Currency – forfeiture from drug investigations	19,046.85
Drug Tax Distribution from State of Kansas	13,010.47
sale of vehicles (2) – seized and forfeited after drug investigation	1,890.00

FUND BALANCE - December 31, 2017: \$63,769.95

FORFEITURE TRUST FUND 2017 ANNUAL REPORT

January 10, 2018

Page No. 2

Department – 01-00-00-2118-000

FUND TOTAL - January 1, 2017: \$15,215.24

Revenue

Interest 47.79

FUND BALANCE - December 31, 2017: \$15,263.03

Federal Equitable Sharing Reserve – 01-00-00-2119-000

FUND TOTAL - January 1, 2017: \$474.04

Revenue

Interest 1.48

FUND BALANCE - December 31, 2017: \$475.52

FORFEITURE TRUST FUND BALANCE: \$79,508.50

TMS:jlw

cc: Accounting

**PRAIRIE VILLAGE and MISSION HILLS
FINAL CRIME REPORT - 2017**

CRIME	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Homicide	1	0	0	1	0	0.40	-0.40
Rape	1	2	4	1	2	2.00	0.00
Robbery	2	4	2	1	4	2.60	1.40
Assault	87	71	71	65	62	71.20	-9.20
Burglary	60	52	51	58	41	52.40	-11.40
Residence	53	42	44	53	36	45.60	-9.60
Business/ Miscellaneous	7	10	7	5	5	6.80	-1.80
Theft	210	226	205	209	239	217.80	21.20
Auto Theft	30	20	32	37	29	29.60	-0.60
Arson	1	1	2	0	1	1.00	0.00
Forgery	8	14	17	12	23	14.80	8.20
Fraud	24	42	118	84	35	60.60	-25.60
Criminal Damage	107	71	121	123	63	97.00	-34.00
Sexual Offenses	11	10	8	13	12	10.80	1.20
TOTAL	542	513	631	604	511	560.20	-49.20

ACCIDENTS	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Fatal	2	0	0	1	0	0.60	-0.60
Street - Injury	30	35	35	49	47	39.20	7.80
Street - Property + \$1,000*	254	247	284	360	311	291.20	19.80
Street - Property - \$1,000*	61	46	64	54	56	56.20	-0.20
Private - Injury	2	2	2	4	2	2.40	-0.40
Private - Property	66	65	70	59	57	63.40	-6.40
Walk-In - Property	40	41	34	22	25	32.40	-7.40
TOTAL	455	436	489	549	498	485.40	12.60

MENTAL HEALTH	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Suicide	3	2	2	6	3	3.20	-0.20
Attempted Suicide	9	7	8	14	4	8.40	-4.40
Involuntary Committal	13	12	3	9	12	9.80	2.20
Voluntary Committal	24	11	7	23	23	17.60	5.40
All Other Mental Health	116	79	102	120	95	102.40	-7.40
TOTAL	165	111	122	172	137	141.40	-4.40

TOTAL CALLS	7,478	8,024	8,935	8,587	8,162	8,237.20	-75.20
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PRAIRIE VILLAGE FINAL CRIME REPORT - 2017

CRIME	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Homicide	1	0	0	1	0	0.40	-0.40
Rape	1	2	4	1	2	2.00	0.00
Robbery	2	4	2	1	4	2.60	1.40
Assault	84	67	67	63	58	67.80	-9.80
Burglary	52	35	42	40	35	40.80	-5.80
Residence	45	26	36	35	30	34.40	-4.40
Business/Miscellaneous	7	9	6	5	5	6.40	-1.40
Theft	184	192	175	180	201	186.40	14.60
Auto Theft	23	14	27	28	23	23.00	0.00
Arson	0	0	1	0	1	0.40	0.60
Forgery	8	13	17	12	19	13.80	5.20
Fraud	24	40	91	75	30	52.00	-22.00
Criminal Damage	96	51	95	102	52	79.20	-27.20
Sexual Offenses	11	10	8	13	12	10.80	1.20
TOTAL	486	428	529	516	437	479.20	-42.20

ACCIDENTS	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Fatal	2	0	0	1	0	0.60	-0.60
Street - Injury	30	35	31	45	43	36.80	6.20
Street - Property + \$1,000*	222	228	260	319	288	263.40	24.60
Street - Property - \$1,000*	57	42	55	49	49	50.40	-1.40
Private - Injury	1	2	2	4	2	2.20	-0.20
Private - Property	62	61	64	52	52	58.20	-6.20
Walk-In Property	39	37	34	17	23	30.00	-7.00
TOTAL	413	405	446	487	457	441.60	15.40

MENTAL HEALTH	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Suicide	3	2	2	5	3	3.00	0.00
Attempted Suicide	8	7	8	14	4	8.20	-4.20
Involuntary Committal	8	12	2	9	11	8.40	2.60
Voluntary Committal	22	11	7	21	20	16.20	3.80
All Other Mental Health	110	74	90	108	91	94.60	-3.60
TOTAL	151	106	109	157	129	130.40	-1.40

TOTAL CALLS	6,137	6,587	7,197	7,014	6,746	6,736.20	9.80
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**PRAIRIE VILLAGE
FINAL CRIME REPORT - 2017**

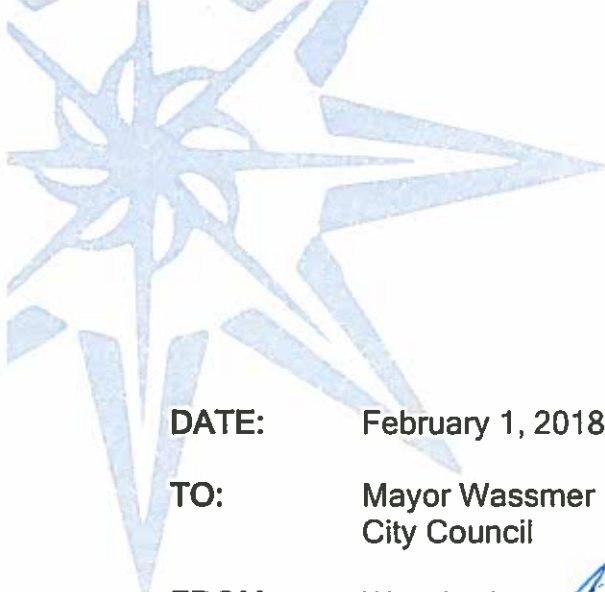
MISSION HILLS FINAL CRIME REPORT - 2017

CRIME	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	0	0	0	0	0	0.00	0.00
Robbery	0	0	0	0	0	0.00	0.00
Assault	3	4	4	2	4	3.40	0.60
Burglary	8	17	9	18	6	11.60	-5.60
Residence	8	16	8	18	6	11.20	-5.20
Business/Miscellaneous	0	1	1	0	0	0.40	-0.40
Theft	26	34	30	29	38	31.40	6.60
Auto Theft	7	6	5	9	6	6.60	-0.60
Arson	1	1	1	0	0	0.60	-0.60
Forgery	0	1	0	0	4	1.00	3.00
Fraud	0	2	27	9	5	8.60	-3.60
Criminal Damage	11	20	26	21	11	17.80	-6.80
Sexual Offenses	0	0	0	0	0	0.00	0.00
TOTAL	56	85	102	88	74	81.00	-7.00

ACCIDENTS	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Fatal	0	0	0	0	0	0.00	0.00
Street - Injury	0	0	4	4	4	2.40	1.60
Street - Property + \$1,000*	32	19	24	41	23	27.80	-4.80
Street - Property - \$1,000*	4	4	9	5	7	5.80	1.20
Private - Injury	1	0	0	0	0	0.20	-0.20
Private - Property	4	4	6	7	5	5.20	-0.20
Walk-In - Property	1	4	0	5	2	2.40	-0.40
TOTAL	42	31	43	62	41	43.80	-2.80

MENTAL HEALTH	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Suicide	0	0	0	1	0	0.20	-0.20
Attempted Suicide	1	0	0	0	0	0.20	-0.20
Involuntary Committal	5	0	1	0	1	1.40	-0.40
Voluntary Committal	2	0	0	2	3	1.40	1.60
All Other Mental Health	6	5	12	12	4	7.80	-3.80
TOTAL	14	5	13	15	8	11.00	-3.00

TOTAL CALLS	1,341	1,437	1,738	1,573	1,416	1,501.00	-85.00
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THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: February 1, 2018
TO: Mayor Wassmer
City Council
FROM: Wes Jordan *WJ*
SUBJECT: FEBRUARY PLAN OF ACTION

The following projects will be initiated during the month of February:

- Committee on Committee Report Presentation - Jamie/Alley/Wes (02/18)
- 6800 Blk. of Mission Road Flooding Study - Keith/Melissa (02/18)
- Storm Debris Reimbursement Submission - James/Keith/Wes (02/18)
- Village Voice Format Update - Meghan (02/18)
- Santa Fe Trail National Historical Registry - Alley (02/18)
- Priority List Draft Policy - Dan Hanover (02/18)
- City-owned Cell Tower Inspections - Jamie (02/18)
- Construction Start Time Article - Jamie (02/18)
- Construction Start Time Affixed to Permit - Jamie (02/18)
- Harmon Park/Village Square Presentation - Keith/Alley/Wes (02/18)
- North Park Design Agreement - Keith/Melissa (02/18)
- Homestead Special Use Permit Application - Jamie/Keith/Wes (02/18)
- Tidal Wave Special Use Permit Application - Jamie/Keith/Wes (02/18)
- Meadowbrook Boutique Inn Application - Jamie/Keith/Wes (02/18)
- 2017 Annual Report - Meghan/Staff (02/18)
- Village Voice Articles/Publication - Megan/Staff (02/18)

In Progress

- Annual Records Purge - Staff (01/18)
- Insurance Bid - Insurance Committee (01/18)
- Meadowbrook Project Schedule - Katie/Jeff White/Lisa (01/18)
- Organization of City Records/Contracts - Joyce/Staff (01/18)
- Council Retreat Session - Mayor/Lisa/Wes (12/17)
- Committee Assignments - Joyce/Wes/Mayor (12/17)
- Committee Appointments - Joyce/Wes/Mayor (12/17)
- Environmental Committee Presentation Follow Up - Alley/Wes (11/17)

In Progress cont'd

- Banner Policy - Dan/Keith/Melissa (11/17)
- Phase II Building Design Initiative - Chris/Jamie/Wes (11/17)
- Village Vision Update Process - Chris/Jamie/Wes (11/17)
- 69th Street One-Way Signage/Community Input - Keith (11/17)
- 67th Street Traffic Calming/Community Input - Keith (11/17)
- Council Policy Website Update - Meghan/Joyce (11/17)
- JOCO Park Programming Partnership - Alley/Wes (11/17)
- Active Shooter Training - Capt. Roberson (10/17)
- Meadowbrook Expenditure Review - Lisa/Keith/Wes (10/17)
- Drone Ordinance - David Waters (10/17)
- Citizen Survey Project - Dan/Alley/Jamie/Wes (09/17)
- Meadowbrook Transit Stop - Keith/Wes (07/17)
- Small Cell Franchise Fees - David Waters/Wes (06/17)
- City Hall Roof Replacement - PW/Mitch (04/15)
- Update and amend Job Description(s) - Amy/Wes (02/17)
- Franchise Agreements for Small Cells - David Waters/Wes (02/17)
- Cell Tower SUP's - Shannon/Jamie (11/16)
- Revise Cell Tower Contracts - Shannon/Jamie (10/16)
- Zoning Ordinance Update on SUP's/CUP's - Chris (10/16)
- Amend Wireless Facilities Zoning - David Waters/Wes (10/16)

Completed

- Concealed Carry Sign Compliance - Chief/Wes/Keith (11/17)
- KC Christian Design Adjustment - Chris/Wes (11/17)
- North Park Church Demo RFP - Keith/Melissa (11/17)
- Collections/Court Consideration - Deana (09/17)
- Codes Update Presentation - Codes/Wes (10/17)
- NE Chamber State of the Cities Presentation - Mayor/Meghan (01/18)
- NE Leadership Presentation - Wes (01/18)
- Council Presentation - Court Collections - Deana/Jamie (01/18)
- Council Presentation - Codes Activity Review - Cindy/Jamie (01/18)
- Councilmembers' Oath-of-Office - Joyce (01/18)
- Local Government Day in Topeka - Alley (01/18)
- Committee on Committees Structure Review - Wes/Jamie/Alley (01/18)
- City Cell Tower Contract Update - Shannon/Jamie/Wes (01/18)
- New Councilmember Orientation - Katie/Joyce/Wes (01/18)
- Newly Elected Swearing In Process - Mayor/Katie (12/17)
- Electric Vehicle Charging Station Follow Up - Wes (11/17)
- Tax Exemption/New Park Purchase - Joyce (12/17)
- CEDAW Research Project - Dan Hanover (01/18)
- Council Meeting Research Project - Jamie (01/18)

Tabled

- Website Update by Ward - Meghan (10/17)
- Skate Park Usage Project - Alley (07/17)
- MARC Solar Initiative - Wes (05/15)
- Site Plan Audit/R
- Reinspection Process (Per Mayor) - Wes (09/15)
- Abatement limitations on Private Property - Wes/Katie (06/16)
- Social Media Policy - (11/17)

Ongoing

- Statuary Maintenance - Alley (07/17)

**Council Members
Mark Your Calendars
February 5, 2018**

February 2018	Mixed Media Exhibit in the R.G. Endres Gallery featuring Lorrie Engles, Kim Taggart, Gloria Gale & Chris Langseth
February 5	City Council Meeting
February 9	Artist Reception in the R.G. Endres Gallery
February 10	City Council Worksession, 8:30 to 1:30
February 19	City Offices closed for President's Day Holiday
February 20	City Council Meeting
March 2018	Mixed Media Exhibit in the R.G. Endres Gallery featuring Anne Garney, Kathleen Connors and Nancy Kramer Bovee
March 5	City Council Meeting
March 9	Artist Reception in the R.G. Endres Gallery
March 11-14	NLC Congressional Cities Conference in Washington, D.C.
March 19	City Council Meeting
April 2018	Future of the Arts Exhibit in the R.G. Endres Gallery
April 2	City Council Meeting
April 13	Artist Reception in the R.G. Endres Gallery
April 14	Large Item Pick up for 75 th Street and north
April 16	City Council Meeting
April 21	Large Item Pick up for south of 75 th Street