

Members of the Governing Body will participate by video call-in only due to the COVID19 pandemic. The public will be able to view the meeting at <https://www.facebook.com/CityofPrairieVillage>

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, March 15, 2021
6:00 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **APPROVAL OF THE AGENDA**
- V. **PRESENTATIONS**

Mid-cycle legislative update
Little Government Relations

Presentation on the 2021 International Energy Conservation Code
Jeremy Knoll - BNIM

Women's History Month proclamation

VI. **PUBLIC PARTICIPATION**

If you would like to speak live during the public participation portion of the meeting, please notify City Clerk Adam Geffert at ageffert@pvkansas.com, and provide your name, address, and email address prior to 3 p.m. on March 15. The City will provide you with a link to join the meeting and will call on those who signed up to speak for up to 3 minutes once public participation begins.

To submit written comment to Council, please email ageffert@pvkansas.com prior to 3 p.m. on March 15 to be shared with Councilmembers prior to the meeting.

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. Approval of regular City Council meeting minutes - March 1, 2021
2. Approval of Expenditure Ordinance #3000

3. Approval of committee appointments

VIII. **COMMITTEE REPORTS**

Planning Commission

- PC2021-104 Tree Protection Ordinance
Jamie Robichaud

Parks and Recreation Committee

- COU2021-28 Consider approval of a change to pool hours for the 2021 pool season
Meghan Buom

IX. **MAYOR'S REPORT**

X. **STAFF REPORTS**

- Update on City Hall conceptual study
Melissa Prenger

XI. **OLD BUSINESS**

XII. **NEW BUSINESS**

- COU2021-29 Consider an Ordinance approving a private outdoor event at the Meadowbrook Inn as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within a defined temporary extension of premise
Adam Geffert

- COU2021-30 Consider design agreement with Affinis Corporation for the design of the 2021 residential street program
Keith Bredehoeft

- COU2021-31 Consider approval of design agreement with BBN Architects, Inc. for the design on park improvements at Harmon Park
Keith Bredehoeft

XIII. **COUNCIL COMMITTEE OF THE WHOLE** (Council President presiding)

- COU2021-32 Consider participating in the United Community Services Racial Equity in Cities pilot program
Tim Schwartzkopf

XIV. **ANNOUNCEMENTS**

XV. **ADJOURNMENT**

If any individual requires special accommodations - for example, qualified interpreter, large print, reader, etc., 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 OF PRAIRIE VILLAGE

Proclamation

Women's History Month

March, 2021

Whereas, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of Prairie Village, Kansas and our Nation in countless recorded and unrecorded ways; and

Whereas, American women have played and continue to play critical economic, cultural, and social roles in every sphere by constituting a significant portion of the labor force working inside and outside of the home; and

Whereas, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force; and

Whereas, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions, including the Prairie Village Foundation; and

Whereas, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

Whereas, American women have served our country courageously in the military; and

Whereas, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which helped create a more fair and just society for all; and

Whereas, women have played and continue to play significant roles in leadership positions in the City of Prairie Village, as staff members, elected officials, and on City committees; and

Whereas, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history,

Now, therefore, I, Eric Mikkelson, Mayor of the City of Prairie Village, do hereby proclaim that March is designated as "Women's History Month", and call upon the residents of Prairie Village to observe March as Women's History Month with appropriate programs, ceremonies, and activities.

Mayor Eric Mikkelson

Adam Geffert, City Clerk

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
MARCH 1, 2021**

The City Council of Prairie Village, Kansas, met in regular session on Monday, March 1, 2021, at 6:00 p.m. Due to the COVID-19 pandemic, Councilmembers attended a virtual meeting via the Zoom software platform. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following Councilmembers in attendance remotely via Zoom: Chad Herring, Jori Nelson, Inga Selders, Ron Nelson, Tucker Poling, Bonnie Limbird, Sheila Myers, Piper Reimer, Dan Runion, Courtney McFadden, Ian Graves and Terrence Gallagher. Staff present via Zoom: Byron Roberson, Chief of Police; Keith Bredehoeft, Director of Public Works; City Attorney David Waters, attorney with Lathrop & Gage; Wes Jordan, City Administrator; Jamie Robichaud, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Nickie Lee, Finance Director; Mitch Dringman, Building Official; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mrs. McFadden made a motion to approve the agenda for March 1, 2021. Mrs. Myers seconded the motion, which passed 12-0.

PRESENTATIONS

Mayor Mikkelson read a proclamation declaring March 7 through 13, 2021 as COVID Heroes Week. A moment of silence was held for those who lost their lives to the pandemic.

PUBLIC PARTICIPATION

Mary English, 4402 W. 77th Terrace, requested that Council consider adopting the ICC 2021 Building Codes rather than the 2018 version.

CONSENT AGENDA

Mayor Mikkelson asked if there were any items to remove from the consent agenda for discussion.

1. Approval of regular City Council meeting minutes - February 16, 2021
2. Consider appointment of committee members



Mrs. McFadden made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed 12-0.

COMMITTEE REPORTS

- Ms. Selders stated that the Diversity Committee held its first meeting on February 17, at which Julie Brewer from United Community Services of Johnson County gave a presentation on racial equity in cities. Ms. Brewer will give a presentation to Council at its meeting on March 15. She added that the committee would continue pursuing options to remove racially restrictive language from the Prairie Village Homes Association deed restrictions. Lastly, the committee would be requesting budgetary funds for 2021 at a future Council meeting, and would set a 2022 budget as well.

Ms. Selders also provided an update on JazzFest, noting that committee members met to discuss whether it was possible to hold the event in 2021 due to the pandemic. A decision on how to proceed will be made in April based on infection rates.

- Mrs. McFadden said that the VillageFest Committee met the prior week. The committee decided to move forward with something similar to the “drive through” event held in 2020 due to the pandemic. She added that additional efforts would be made to recognize VillageFest’s 25th anniversary.

Mrs. McFadden added that First Washington, owners of the Prairie Village and Corinth shopping centers, had agreed to pay for all businesses at both locations to become members of the Northeast Johnson County Chamber of Commerce.

- Ms. Reimer reported that she had attended the February UCS Drug and Alcohol Council meeting. The council had begun updating its application for the upcoming grant cycle. A presentation was given by Lisa Carter of the Mid-America Addiction Technology Transfer Center.

Additionally, Ms. Reimer stated that Teen Council members would give a presentation to Council before their terms ended on April 19. They were also working to attend three committee meetings each, as a requirement of their council membership.

- Mr. Runion noted that the Police Pension Committee would meet on March 18.
- Ms. Nelson stated that the Shawnee Mission School Board had approved Michelle Hubbard as the new superintendent. In addition, middle school and high school students would return to in-person learning full time beginning March 22.



MAYOR'S REPORT

- The Mayor provided an update on the COVID-19 pandemic, noting that 63,000 vaccines had been given in Johnson County as of Friday, February 26. The Johnson County Commission recently voted to lift the curfew on bars and restaurants, but mask-wearing and social distancing requirements remained in place through at least March 31. The percent positive rate in the county dropped to 4.3%, and hospitalizations and deaths had both fallen. All residents over the age of 65 would be eligible to receive vaccines beginning March 3.
- The Mayor stated that a proclamation recognizing long-time Prairie Village resident Ginger Powers' 90th birthday was included in the meeting packet.
- The Mayor said that the final version of the Climate Action KC climate action plan was available for review, and would be presented to Council at an upcoming meeting.
- The Johnson County Charter Commission, which was formed to review the structure of the Johnson County government, held its first meeting earlier in the day. The Mayor noted that he was a member of the commission, which must be convened every 10 years by law.
- A virtual Black History Month celebration was held the prior week by Stand Up for Black Lives+ of Prairie Village in collaboration with the Johnson County NAACP. Chief Roberson received an award at the event.
- The Mayor, staff and Finance Committee Chair Herring met with the Johnson County Appraiser the prior the week. In Prairie Village, residential appraised values increased 6.4%. Commercial appraisals dropped in the City.
- The COVID-relief bill being considered in Congress was expected to include direct aid to cities. Prairie Village could potentially receive \$3.1 million if the bill passed in its current form. The Mayor noted there might be limits on how the funds could be used.
- The Mayor recognized 2021 Arbor Day poster contest winner Leah Norris, a 5th grader at Highlands Elementary. Her poster would now be entered in a state competition. He also recognized the 2020 winners of the contest, Adelyn Newman and Ishita Senkumar, also from Highlands Elementary.
- The Mayor stated that he would meet with First Washington later in the week with staff.
- The Mayor recognized Teen Council member Macy Cherra, who was in attendance.

STAFF REPORTS

- Mr. Jordan stated that the March Plan of Action was included in the meeting packet.

Ms. Nelson asked for information about the proposed Events Coordinator position. Mr. Jordan stated that the position was previously held by Meghan Buum prior to



her promotion to Assistant City Administrator. The part-time position was previously approved by Council and would not include benefits.

- Mr. Schwartzkopf mentioned that Severe Weather Preparedness Week was underway. A statewide tornado drill was scheduled for March 2.

OLD BUSINESS

There was no old business to come before the Council.

NEW BUSINESS

COU2021-26

Consider approval of short-term special use permit for classic car show at Meadowbrook Park on April 10, 2021

Mr. Geffert stated that the Kansas City Automotive Museum had been working with the Johnson County Parks and Recreation District and Prairie Village Police Department for several months to plan a classic car show on Saturday, April 10 at Meadowbrook Park. The event would be a joint fundraiser for the Kansas City Auto Museum and the Johnson County Parks and Recreation District's arts program. Due to gathering restrictions related to the pandemic, museum staff submitted a mass gathering plan to the Johnson County Health Department, and received approval. Mr. Geffert added that short-term special use permits for these types of events were typically placed on the consent agenda, but because of the pandemic, staff felt it was appropriate for the applicant to present information to Council directly.

Jan Huckleberry from the Kansas City Auto Museum gave a presentation describing the plans for the event. She noted that food trucks would be present, but that alcohol would not be served. Additionally, approximately 60 museum staff members and volunteers would be on site to ensure mask wearing, hand out masks if needed, and reinforce social distancing. Signage would also be posted to remind visitors of COVID-19 safety precautions and expectations. Ms. Huckleberry also stated that Meadowbrook Park typically drew 2,000 to 3,000 visitors on a Saturday, and that the car show would not increase that number dramatically over the course of its five scheduled hours.

Several Councilmembers shared their concern over holding a mass gathering event based on the current state of the pandemic, but felt that it had been planned in a way that emphasized safety.

Mrs. Myers made a motion to approve the short-term special use permit authorizing a classic car show at Meadowbrook Park on April 10, 2021. Ms. Limbird seconded the motion.

After further discussion, a roll call vote was taken with the following votes cast: "aye": Herring, R. Nelson, Poling, Limbird, Myers, McFadden, Graves, Gallagher; "nay": Runion, J. Nelson, Selders, Reimer. The motion passed 8-4.

COU2021-22 Consider addendum to the Renewables Direct participation agreement with Evergy

Rebecca Galati and Kevin Brannan from Evergy were present to provide information to Council about the addendum. Ms. Galati said that the City of Prairie Village entered into an agreement with Evergy for renewable wind generated energy in March 2019. The Ponderosa Wind Farm, which was selected to provide this energy, went online in December 2020. Since that time, the energy price point had been lower than the “do not exceed” price in the agreement, and the capacity factor of the wind farm was greater than expected. As a result, Evergy recommended reducing the City’s subscription to better align with these factors.

Mrs. Myers asked why the City’s wind was generated in Oklahoma rather than Kansas. Mr. Brannan stated that to keep costs down, the Ponderosa Wind Farm was selected. He added that energy from the wind farm did not travel directly to city buildings, but was instead added to the electrical grid in the amount used by participants.

Ms. Nelson made a motion to approve the addendum to Renewables Direct participation agreement with Evergy. Mr. Nelson seconded the motion.

Mr. Herring asked if the wind farm were to experience a temporary outage, how it would affect the City financially. Mr. Brannan stated that there would be no additional fees or penalties charged to City if power had to be drawn from the grid in such a situation.

After further discussion, the motion passed 12-0.

COU2021-25 Approve adoption of the ICC 2018 Building Codes

Ms. Robichaud stated that at the February 15 Council meeting, the Council Committee of the Whole voted to advance the 2018 building codes for final adoption at its March 1 meeting. She noted that the International Codes Council (ICC) published updated editions of model building codes and standards every three years for consideration and adoption by local jurisdictions. Historically, the City considered updates to building codes on a six-year adoption cycle, using the ICC model codes.

Ms. Robichaud added that the Council Committee of the Whole also directed staff to begin research on the 2021 International Energy Conservation Code and bring in an expert at a future Council meeting to explain the differences between the 2018 and 2021 codes in relation to energy conservation. She said that a presentation would be scheduled for an upcoming meeting.

The recommended effective date for the new building code would be June 1, 2021, in order to provide adequate time to communicate the new code changes and make the necessary internal changes required for implementation.

Mrs. Myers asked why an addition was made that required a homeowner who is not a licensed contractor to reside in their house for three months before they can pull a construction permit. Ms. Robichaud stated the language was included to address investors who purchase homes with the intention of repairing and “flipping” them, but were not licensed contractors. She added that the Building Official would be given the authority to waive the requirement in certain cases.

Mrs. McFadden made a motion to approve Ordinance 2434 - Adoption of the 2018 International Building Code. Mr. Graves seconded the motion. After further discussion, a roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed 12-0.

Mrs. McFadden made a motion to approve Ordinance 2435 - Adoption of the 2018 International Residential Code. Ms. Reimer seconded the motion. A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Reimer, Runion, McFadden, Graves, Gallagher; “nay”: Myers. The motion passed 11-1.

Mrs. McFadden made a motion to approve Ordinance 2436 - Adoption of the 2018 International Plumbing Code. Mr. Nelson seconded the motion. A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed 12-0.

Mrs. McFadden made a motion to approve Ordinance 2437 - Adoption of the 2018 International Mechanical Code. Mr. Graves seconded the motion. A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed 12-0.

Mrs. McFadden made a motion to approve Ordinance 2438 - Adoption of the International Fuel Gas Code. Mr. Graves seconded the motion. A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed 12-0.

Mrs. McFadden made a motion to approve Ordinance 2439 - Adoption of the 2018 International Energy Conservation Code. Mr. Gallagher seconded the motion. A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed 12-0.

Mrs. McFadden made a motion to approve Ordinance 2440 - Adoption of the 2017 National Electric Code. Mr. Graves seconded the motion. A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed 12-0.



Mrs. McFadden made a motion to approve Ordinance 2441 - Adoption of the 2018 International Existing Building Code. Mr. Graves seconded the motion. A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed 12-0.

Mrs. McFadden made a motion to approve Ordinance 2442 - Adoption of the 2018 International Swimming Pool and Spa Code. Mr. Graves seconded the motion. A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed 12-0.

Mrs. McFadden made a motion to approve Ordinance 2443 - Construction Site Screening and Project Sign Requirements. Mr. Graves seconded the motion. A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed 12-0.

Mrs. McFadden made a motion to approve Ordinance 2444 - Adoption of the 2018 International Property Maintenance Code. Mr. Graves seconded the motion. A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed 12-0.

Mrs. McFadden made a motion to approve Ordinance 2445 - Adoption of the 2018 International Fire Code. Mr. Nelson seconded the motion. A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed 12-0.

Mr. Nelson made a motion that the City Council move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Herring and passed 12-0.

COUNCIL COMMITTEE OF THE WHOLE 2022 Budget - goals and objectives

Ms. Lee stated that the next steps in the budget process were to discuss goals and objectives for 2022. The following were identified as priorities by the Council in 2020:

- Quality of Life
- Superior Services
- Community Safety
- Be Mindful of Tax Burden
- Invest in Public Realm
- Environmental Stability

Mr. Runion asked that the phrase “maximize utilization of resources” in the presentation be changed to “maximize the *efficient* utilization of resources.”

Mr. Runion made a motion to change the phrase “maximize utilization of resources” to “maximize the efficient utilization of resources” in the 2022 budget goals and objectives. The motion was seconded by Mrs. Myers and passed 11-1, with Mr. Nelson in opposition.

Mrs. Myers made a motion to approve the 2022 budget goals and objectives. Ms. Nelson seconded the motion, which passed 12-0.

Ms. Lee asked the Council to begin considering “decision packages”, which were budget items that go above and beyond the existing or core services of the City. She requested that recommendations be sent to staff by April 1 so that they could be discussed at the April 5 City Council meeting.

COU2021-27 Consider the contract agreement with Lexipol for Police Department policy manual management

Chief Roberson stated that the Prairie Village Police Department had used the Commission on Accreditation for Law Enforcement Agencies (CALEA) to conduct policy manual review and accreditation for many years. The Department ceased using the service in 2007 when it became too cost prohibitive and labor intensive to maintain files and proofs as part of CALEA’s business format. Due to many factors, the Police Department recently determined it needed a new service, such as Lexipol, that could provide real time legislative updates and ongoing training, along with expert policy modifications and recommendations based on industry standards for the Department’s policy manual.

Chief Roberson added that staff recommended approval of the contract with Lexipol Services for the management, development and updating of processes in the Department’s policy manual. Due to the pandemic, few training opportunities were available in 2021, leaving enough funds to purchase and immediately begin using Lexipol products. The cost of the Lexipol services would total \$14,322.50 per year; if approved by Council, fees for Lexipol services would renew annually until terminated by the Police Department.

Ms. Nelson made a motion to approve the agreement with Lexipol as presented. Ms. Selders seconded the motion, which passed 12-0.

Ms. Limbird moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Ms. Nelson and passed 12-0.

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mr. Nelson made a motion to adjourn the meeting. The motion was seconded by Ms. Selders, and passed 12-0.

Mayor Mikkelson declared the meeting adjourned at 8:59 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

March 15, 2021

Copy of Ordinance
3000

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.

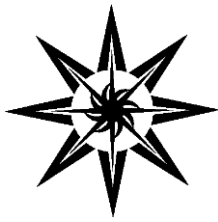
NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
23473-23564	2/5/2021	876,207.52	✓
23565-23622	2/19/2021	759,502.40	✓
23623-23625	2/26/2021	6,300.87	✓
Payroll Expenditures			
2/12/2021		350,428.23	✓
2/26/2021		354,600.50	✓
Electronic Payments			
Electronic Pmnts			
	2/1/2021	853,192.71	✓
	2/5/2021	15,311.21	✓
	2/7/2021	3,982.29	✓
	2/18/2021	88.16	✓
	2/19/2021	1,499.30	✓
	2/22/2021	5,036.58	✓
	2/25/2021	252.92	✓
	2/26/2021	28,593.61	✓
TOTAL EXPENDITURES:			3,254,996.30 ✓
VOIDED CHECKS			
	Check #	(Amount)	
Brownells Inc	23479	(206.86)	✓
Josh Bernal	23492	(85.00)	✓
Smith & Wesson Corp	23544	(1,103.44)	✓
TOTAL VOIDED CHECKS:			(1,395.30)
GRAND TOTAL CLAIMS ORDINANCE			3,253,601.00 ✓

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

Passed this 15th day of March 2021.

Signed or Approved this 15th day of March 2021.

ATTEST: Courtney Kramer 3/5/21 ATTEST: Josh R. Lee 3-5-21
City Treasurer Finance Director



MAYOR

**Council Meeting Date: March 15, 2021
CONSENT AGENDA**

Consider appointment of committee members

RECOMMENDATION

Mayor Mikkelson requests Council ratification of the appointment of the following individuals:

Committee	First Name	Last Name	Term	New/Reappoint
Diversity Committee	David	Magriel	2021-23	New
Diversity Committee	John	McKinney	2021-23	New
Arts Council	Lisa	Frey	2021-22	New

BACKGROUND

The individuals listed above have expressed interest in service on the indicated Prairie Village committees. Committee Chairs and staff have reviewed all applications, met with the individuals and wish to have these committee members appointed. New volunteer applications are attached.

ATTACHMENTS

Volunteer Applications

PREPARED BY

Adam Geffert
City Clerk

Date: March 10, 2021

<u>Title</u>	<u>First Name</u>	<u>Last Name</u>	<u>Email</u>	<u>Phone</u>	<u>City Ward</u>	<u>Committee choice</u>	<u>Please tell us about yourself, listing any special skills or experiences you have.</u>
	David	Magariel	dmagariel@gmail.com	785-979-8958	Ward 1	Diversity Committee	My wife and I (and now our two sons) have lived in Prairie Village for just shy of 7 years. We value the benefits the city provides and are happy to make Prairie Village our long-term home. I am interested in this committee because I have spent most of my career as a public defender, both here in Johnson County and at the federal level. That experience with the criminal justice system gives me an insight that many others don't have and I hope to share that experience with the committee.
Dr.	John	McKinney	johnmckinney@smsd.org	913-620-5913	Ward 1	Diversity Committee	Long time resident of PV. I have worked w/ young people and adults around DEI in a variety of settings over the past 22 years.

* Full Name

Mrs. Lisa Frey

* Full Address

3516 W 74th St
Prairie Village KS 66208

* **Email**

lkdfrey@gmail.com

* Phone

(715) 490-3005

* Select your City Ward

Ward 3

* **Please select your FIRST committee choice**

JazzFest

* **Please select your SECOND committee choice**

Arts Council

* **Please select your THIRD committee choice**

VillageFest

* **Please tell us about yourself, listing any special skills or experiences you have.**

Hello! Thank you for the opportunity to volunteer within the PV community. I am currently the Director of Marketing for an agency in downtown KC, specializing in digital marketing and brand awareness building. For the last 7 years, I've been a member of the Junior League of KC, focused on volunteering within the organization to help produce fundraising events and educational opportunities. My husband and I bought our first home in PV this Spring, and we're looking for ways to meet our neighbors.



PLANNING COMMISSION

Planning Commission Meeting Date: March 2, 2021

City Council Meeting Date: March 15, 2021

PC2021-104: Consider adoption of Ordinance 2446, amending Chapter 19.47 of the Zoning Regulations, entitled "Landscape Standards," to add tree protection requirements

RECOMMENDATION

The Planning Commission recommends approval of PC2021-104, amending Chapter 19.47 of the zoning regulations, entitled "Landscape Standards," to add tree protection requirements.

BACKGROUND

The Tree Board gave a presentation at the August 17, 2020 city council meeting requesting that the Council consider adopting an ordinance to provide greater protection for trees in Prairie Village. The City Council directed staff at that meeting to review the proposed ordinance by the Tree Board and draft a final ordinance for further review and consideration.

Planning, Codes, and Public Works staff met several times in the fall of 2020 to refine and finalize an ordinance for the Council and Planning Commission's consideration. The proposed ordinance would be a part of Chapter 19.47 of the City's zoning regulations, which requires public notice, a public hearing, and a recommendation from the Planning Commission prior to final adoption by the Governing Body. The draft was presented to the Tree Board in November and the Planning Commission and Environmental Committee in December for further review and input.

Amending the zoning regulations requires the Planning Commission to hold a public hearing and make a recommendation for final approval to the Governing Body. On March 2, 2021 the Planning Commission held a public hearing on the proposed ordinance and voted 6-1 to recommend approval to the Governing Body. Two residents and members of the Tree Board spoke in favor of the ordinance during the public hearing. The ordinance as written has a recommended effective date of June 1, 2021 to allow for adequate time to implement and communicate these changes and also to be consistent with when the newly-adopted building code goes into effect.

When considering an amendment to the zoning regulations, the Governing Body can take the following actions:

1. Adopt the Planning Commission's recommendation by a simple majority (7 votes including the Mayor)
2. Override the Planning Commission's recommendation by a 2/3 majority vote of the entire Governing Body (9 votes including the Mayor)

3. Return the recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove by a simple majority. The Planning Commission can then submit the original recommendation or submit a new and amended recommendation. The Governing Body then can adopt or amend the recommendation by a simple majority (7 votes) or take no further action.

FUTURE STAFFING CONSIDERATION

Staff is recommending approval of this ordinance and believes it will be a useful tool in helping to protect the city's tree canopy during major construction projects. In addition to consideration, staff wanted the Council to be apprised of an ongoing discussion between the City Administrator and Public Works Director regarding the need for an additional maintenance worker position since Wassmer Park was added to grounds-keeping duties. The Public Works Department has taken concerted strides in improving the appearance in Parks, Islands, and the Municipal Complex without adding staff. Public Works has also made proactive improvements in the management of City-owned trees with a part time arborist who has combined responsibilities as a maintenance worker. The provisions of this ordinance will require additional responsibilities for the arborist in order to execute as outlined. The timing of this approval is just ahead of 2022 Budget considerations, so staff wanted to provide advance notice of what will likely be recommended as part of a 2022 budget decision package. If the maintenance worker is approved, this would then allow for the arborist to be dedicated full time to management of the tree canopy and enforcement of the tree protection ordinance.

ATTACHMENTS

Ordinance 2446 - Tree Protection Ordinance - clean copy
Ordinance 2446 - Tree Protection Ordinance - red-lined copy

PREPARED BY

Jamie Robichaud
Deputy City Administrator
Date: March 9, 2021

ORDINANCE NO. 2446

AN ORDINANCE AMENDING THE CITY OF PRAIRIE VILLAGE, KANSAS ZONING REGULATIONS BY ADDING TREE PROTECTION REQUIREMENTS TO CHAPTER 19.47, ENTITLED "LANDSCAPE STANDARDS" AND ADDING ADDITIONAL DEFINITIONS TO CHAPTER 19.02 "DEFINITIONS."

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

Section I.

Chapter 19.02 of the Prairie Village Municipal Code, is hereby amended by adding new Section 19.02.168 "Diameter at Breast Height (DBH)," new Section 19.02.177 "Drip Line," and new Section 19.02.293 "Kansas Champion Tree" all to read as follows:

19.02.168 Diameter at Breast Height (DBH)

"Diameter at Breast Height" or "DBH" means the diameter in inches of a tree as measured through the main trunk at a point four and one-half feet (4.5') above the natural grade level.

19.02.177 Drip Line

"Drip Line" means a vertical line running through the outermost portion of the canopy of a tree and extending down to the ground.

19.02.293 Kansas Champion Tree

"Kansas Champion Tree" means a tree of unique distinction, representing the largest tree of a species, located in the state of Kansas and recognized by the Kansas Forest Service. Such trees may be located on public and/or private property within Prairie Village.

Section II.

Chapter 19.47 of the Prairie Village Municipal Code, entitled "Landscape Standards," is hereby amended by amending Sections 19.47.010 "Intent and Applicability," and 19.47.020 "Required Landscape," and adding new Section 19.47.060 "Tree Protection" all to read as follows:

19.47.010 Intent and Applicability

1. **Intent.** The intent of the landscape standards are to:
 - (1) Create an attractive aesthetic environment in the City, and preserve the value of properties as new investment occurs;
 - (2) Improve the relationship of buildings and sites to the streetscape, and coordinate the designs of multiple sites and buildings along a block through consistent frontage designs;
 - (3) Encourage creative and efficient site design where the layout of sites

and buildings can allow open spaces and landscape to serve multiple aesthetic, screening, environmental, and social or recreational functions;

- (4) Enhance the environmental and ecological function of un-built portions of sites;
 - (5) Reduce the exposure and adverse impacts of intense land uses, activities, and site conditions on streets and adjacent areas, and mitigate the effects through landscape designs; and
 - (6) Preserve the tree canopy and streetscape of Prairie Village for the aesthetic, economic, and environmental benefits of tree preservation.
2. **Applicability.** A landscape plan shall be required for any application that requires a site plan approval per Section 19.32. Landscape standards shall specifically apply to:
- (1) All development in the R-3, R-4, C-O, C-1, C-2, and MXD districts.
 - (2) Any permitted non-residential uses in the R-1A, R-1B, and R-2 districts, including any conditional uses, special uses, or accessory uses that have a landscape requirement as part of their conditions.
 - (3) Any single-family development project that requires streetscape or landscape improvements per the Neighborhood Design Standards shall meet the standards in Sections 19.06.025 and 19.08.025.
 - (4) The tree protection provisions apply as specifically stated in Section 19.47.060

19.47.020 Required Landscape

- (a) **Site Elements and Planting.** The required landscape shall be based on different elements of the site, according to Table 19.47 A: Plan Specifications.

Table 19.47 A: Plant Specifications

Site Element	Trees	Evergreen	Shrubs
Streetscape and Frontage: The area between the front building line and the street, including any plantings required in the ROW, used to create a relationship between the site and the public realm.	1 large tree per 40' of lot frontage; 2 large trees per 40' if buildings setback more than 30'. Corner lots shall meet this requirement on side lot lines at a rate of 50% of the streetscape and frontage rate.	n/a	n/a
Foundation. Areas along the building frontage (within the first 10' – 20 from the building) used to provide accents and soften larger expanses of buildings.	1 ornamental tree per 25' of building frontage.	Evergreens may be substituted for ornamental trees at a rate of 1 for 1 for up to 50% of the requirement.	5 shrubs for 25' of building frontages.
	Side elevations on corner lots shall provide this standard on at least 50% of the building.		
Parking. Areas on the perimeter, or interior of parking where landscape is used to soften the appearance, mitigate heat gain and infiltrate stormwater.	1 large tree per 40' of parking perimeter; and 1 large tree per 40 parking spaces in internal islands or added to the perimeter. Ornamental trees may be substituted for large trees at a rate of 2 for 1 for up to 50% of the internal islands requirements.	Evergreens may be substituted for perimeter trees at a rate of 2 for 1, for up to 50% of the perimeter requirement that does not face a front lot line.	5 shrubs for 25' of perimeter. Any parking near the right of way or adjacent to lots may require buffers per section 19.47.040.
Buffers. Areas of a site that require additional landscape to mitigate potential impacts on streetscape or adjacent property.	See Section 19.47.040.		

(b) **Credits for Existing Vegetation.** Preservation of existing landscape material that is healthy and of a desirable species may count towards these requirements provided protection measures in Section 19.47.060 are taken to ensure the survival of the vegetation through construction and all other location and design standards are met. Credits shall be on a 1 for 1 basis provided existing trees shall be at least 3" caliper to count. Landscape material that is of exceptional quality due to size, maturity and health may be credited on a 2 for 1 basis.

(c) **Design.** The required landscape material shall be arranged and designed on a particular site in a way that best achieves the intent expressed in 19.47.010, with regard to the specific context, street frontage, property adjacencies and other elements proposed on the site. Specifically, designs shall:

1. Create an attractive site.
2. Improve the relationships of buildings and sites to the streetscape and block.
3. Promote efficient layouts of the site and landscape areas.
4. Enhance environmental and ecological functions of the site.
5. Screen and buffer any potential adverse impacts of site elements.

19.47.060 Tree Protection

(a) **Applicability.** The provisions of this section shall specifically apply to:

1. Any removal of a tree in the public right-of-way, except for those authorized by an official City project.
2. All applications that are subject to the landscape standards in Section 19.47.010 (B);
3. The following situations in R-1A and R-1B zoning where:
 - a. Any new residential structure is built on a vacant lot;
 - b. An existing residential structure is torn down, whether it is just a demolition or a demolition and rebuild of a new residential structure;
 - c. Any remodel of an existing residential structure that adds more than 600 square feet to the existing building footprint; and
 - d. Any remodel of an existing residential structure that tears down more than 10% of the existing structure associated with the new construction.

(b) **Tree Protection and Removal Plan.** A tree protection and removal plan shall be provided for all applicable projects where:

1. The property has a tree protected by Section 19.47.060 (C);
2. As part of a landscape plan associated with development, where existing trees will be retained and protected to meet landscape requirements;
3. Any trees are proposed to be removed as part of a building permit associated with situations listed in 19.47.060 (A) above.

The tree protections and removal plan shall:

1. Show all existing trees, including size and species;
2. Identify trees proposed for removal and those to be retained;
3. Include locations of protection fences and other protection measures required by this Section.

(c) **Protected Trees.** Trees are protected based on their size and location, as specified in Table 19-57-D and Figure 19-47-1. Protected trees require mitigation if removed; trees prohibited from removal require special circumstances and approval to remove the tree, and require additional mitigation if authorized to be removed.

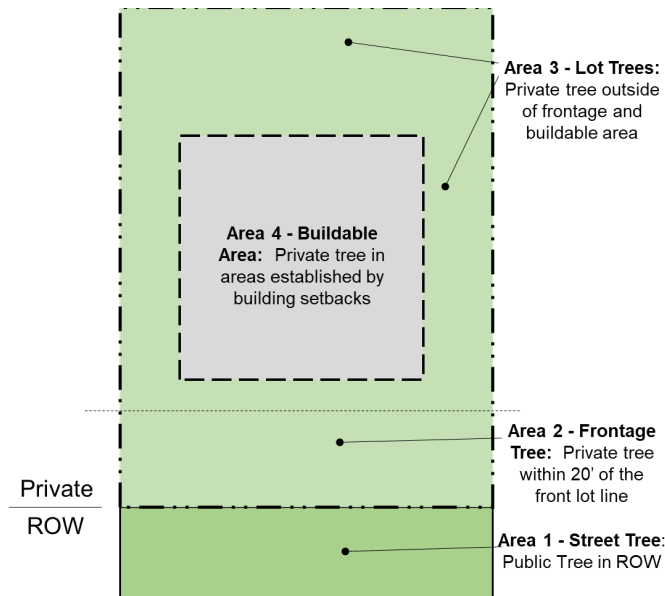
Table 19-47-D Protected Trees				
Location	Protected Tree (caliper)	Mitigation if removed [2]	Prohibited from Removal [1] (caliper)	Mitigation if removed [2]
Area 1: Street Trees	--	--	All trees	1 tree for each 6" caliper removed (maximum 3)
Area 2: Frontage Trees	3" – 6"	1 for 1 tree replacement	6" +	1 tree for each 6" caliper removed (maximum 3)
Area 3: Lot Trees	6" – 20"	1 for 1 tree replacement	20" +	1 tree for each 12" caliper removed
Area 4: Buildable Area Trees	6" – 30"	1 for 1 tree replacement	30" +	1 tree for each 15" caliper removed
All Areas	--	--	Any Kansas State Champion Tree	1 tree for each 6" caliper removed (maximum 3)

[1] Trees prohibited from removal may only be removed as provided in Section 19.47.060 (E)

[2] Replacement trees shall be at least 2" caliper trees, as required by Section 19.47.030 (B)

1. **Area 1:** Area 1, "street trees" includes any tree that is in the public right-of-way.
2. **Area 2:** Area 2, "frontage trees" includes any tree that is 3" caliper or more, on private property and within 20 feet of the front lot line.
3. **Area 3:** Area 3, "lot trees," includes any tree that is 6" caliper or more, on private property, but outside of the frontage or buildable area.
4. **Area 4:** Area 4, "buildable area trees" includes any tree that is 6" caliper or more, and in the buildable area determined by the zoning setbacks applicable to the principal building.

Figure 19-4-1 Tree protection provisions and required mitigation is based on the area of the lot and the size of trees in particular areas.



(d) **Protection Measures.** All trees that are prohibited from removal and any other tree that will remain on site according to the Tree Protection and Removal plan shall be protected by the following measures:

1. **Fences.** Protective/temporary fences shall be required for all trees noted to remain on the tree protection and removal plan, or otherwise not authorized for removal. Fences shall be a snow fence, chain-link fence, orange vinyl construction fence, or other similar fencing with a minimum four feet (4') height. The protective fence shall prevent infringement on the root system from any construction-related activities and be installed

according to Table 19-47 (E).

Table 19-47-E: Protective Fencing		
Tree Size	Fenced Area (lessor of); 5' minimum in all cases	
> 28" DBH	20' from center of tree	Fencing protecting at least 75% of the drip line
20" DBH – 28" DBH	15' from center of tree	
< 20" DBH	10' from center of tree	
All required protective/temporary fences shall be at least 4' high		
On lots less than 10,000 square feet, the Director may approve fences 15' from the center of tree for trees > 28" DBH and 10' from the center of tree for trees up to 28" DBH.		

Fenced areas shall exclude any preexisting structures, foundations, slabs, roadways, sidewalks, and driveways. The fence shall be installed along the edge of the driveways/roadways encompassing the tree to restrict access from the street side. All fences shall appear on construction documents and be installed prior to any other construction-related activity. The fence shall remain in place at all times until all other construction-related activity has been completed or final grade achieved. The City may authorize that fences be moved at certain times for final grading, access, or other work. As part of a permit or review of a tree protection and removal plan, the City may determine that areas of the site removed from construction activity and where damage to roots is not likely may not need protective fences.

2. *Prohibited activities.* Except for utility work or in association with other activity approved by the City, the following activities are not allowed within the Protective Fencing area:
 - a. Stock piling of construction materials or waste from the construction process;
 - b. The cleaning of construction equipment;
 - c. Parking, storage, or placement of any vehicles, construction equipment, or temporary structures;
 - d. Grade changes, cut of fill, in excess of 2 inches;
 - e. New paving with asphalt, concrete, or other materials; and
 - f. No signs, wires, or other attachments other than those of a protective nature shall be attached to any tree.
- (e) **Exceptions for Removal.** It is the property owner's responsibility to ensure that no person remove, damage, or otherwise impair any tree prohibited from removal without written authorization from the Building Official to remove the tree. The Building Official may consider an exception to remove the tree only upon a written request indicating the specific tree and documentation establishing justification for removal. The Building Official shall generally grant the exception for the following:
 1. The tree is dead;
 2. The tree is diseased or dying, and constitutes a threat to healthy trees,

- property, or public safety; or
3. Removal of the tree is necessary for construction, development, or redevelopment under the following criteria:
 - a. All reasonable efforts have been made to avoid removing the tree through comparable alternative designs;
 - b. The presence of the tree places an undue financial burden on the applicant; and
 - c. No other reasonable accommodations, including adjustments to the otherwise allowable building footprint or site design can be made to preserve the tree.

The Building Official may seek advice from the Prairie Village Tree Board, other staff, or departments or a third party consultant. Written authorization by the Building Official shall be valid for the duration of any permit associated with the authorization. Except for applications associated with a Site Plan approved by the Planning Commission, the Building Official's decision may be appealed as provided in Section 19.54.025.

- (f) **Violation and Enforcement.** Removal, damage, or impairment of any protected tree, except as provided in this Section, is a violation of this Section, enforceable as provided in Section 19.01.045, and each tree shall be considered a separate incident. Any fines and penalties shall be in addition to the mitigation measures required in sub-section (c) for removal of protected trees.

Section III. Repeal of Prior Ordinances.

Sections 19.47.010 and 19.47.020 of Chapter XIX of the Prairie Village Municipal Code, in existence as of and prior to the adoption of this Ordinance, and all other ordinances and parts thereof that are inconsistent with any provision of this Ordinance, are hereby repealed.

Section IV. Effective Date.

This ordinance shall take effect and be in force beginning June 1, 2021 upon and after its passage, approval, and publication as provided by law.

PASSED by the Governing Body of the City of Prairie Village, Kansas on March 15, 2021.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

David E. Waters, City Attorney

Text shown in red is the new language being added to the Zoning Regulations

ORDINANCE NO. 2446

AN ORDINANCE AMENDING THE CITY OF PRAIRIE VILLAGE, KANSAS ZONING REGULATIONS BY ADDING TREE PROTECTION REQUIREMENTS TO CHAPTER 19.47, ENTITLED “LANDSCAPE STANDARDS” AND ADDING ADDITIONAL DEFINITIONS TO CHAPTER 19.02 “DEFINITIONS.”

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

Section I.

Chapter 19.02 of the Prairie Village Municipal Code, is hereby amended by adding new Section 19.02.168 “Diameter at Breast Height (DBH),” new Section 19.02.177 “Drip Line,” and new Section 19.02.293 “Kansas Champion Tree” all to read as follows:

19.02.168 Diameter at Breast Height (DBH)

“Diameter at Breast Height” or “DBH” means the diameter in inches of a tree as measured through the main trunk at a point four and one-half feet (4.5’) above the natural grade level.

19.02.177 Drip Line

“Drip Line” means a vertical line running through the outermost portion of the canopy of a tree and extending down to the ground.

19.02.293 Kansas Champion Tree

“Kansas Champion Tree” means a tree of unique distinction, representing the largest tree of a species, located in the state of Kansas and recognized by the Kansas Forest Service. Such trees may be located on public and/or private property within Prairie Village.

Section II.

Chapter 19.47 of the Prairie Village Municipal Code, entitled “Landscape Standards,” is hereby amended by amending Sections 19.47.010 “Intent and Applicability,” and 19.47.020 “Required Landscape,” and adding new Section 19.47.060 “Tree Protection” all to read as follows:

19.47.010 Intent and Applicability

1. **Intent.** The intent of the landscape standards are to:
 - (1) Create an attractive aesthetic environment in the City, and preserve the value of properties as new investment occurs;
 - (2) Improve the relationship of buildings and sites to the streetscape, and coordinate the designs of multiple sites and buildings along a block through consistent frontage designs;
 - (3) Encourage creative and efficient site design where the layout of sites

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and buildings can allow open spaces and landscape to serve multiple aesthetic, screening, environmental, and social or recreational functions;

- (4) Enhance the environmental and ecological function of un-built portions of sites;
- (5) Reduce the exposure and adverse impacts of intense land uses, activities, and site conditions on streets and adjacent areas, and mitigate the effects through landscape designs; and
- (6) Preserve the tree canopy and streetscape of Prairie Village for the aesthetic, economic, and environmental benefits of tree preservation.

2. **Applicability.** A landscape plan shall be required for any application that requires a site plan approval per Section 19.32. Landscape standards shall specifically apply to:

- (1) All development in the R-3, R-4, C-O, C-1, C-2, and MXD districts.
- (2) Any permitted non-residential uses in the R-1A, R-1B, and R-2 districts, including any conditional uses, special uses, or accessory uses that have a landscape requirement as part of their conditions.
- (3) Any single-family development project that requires streetscape or landscape improvements per the Neighborhood Design Standards shall meet the standards in Sections 19.06.025 and 19.08.025.
- (4) The tree protection provisions apply as specifically stated in Section 19.47.060

19.47.020 Required Landscape

(a) **Site Elements and Planting.** The required landscape shall be based on different elements of the site, according to Table 19.47 A: Plan Specifications.

Table 19.47 A: Plant Specifications

<i>Site Element</i>	<i>Trees</i>	<i>Evergreen</i>	<i>Shrubs</i>
Streetscape and Frontage: The area between the front building line and the street, including any plantings required in the ROW, used to create a relationship between the site and the public realm.	1 large tree per 40' of lot frontage; 2 large trees per 40' if buildings setback more than 30'.	n/a	n/a
	Corner lots shall meet this requirement on side lot lines at a rate of 50% of the streetscape and frontage rate.		
Foundation. Areas along the building frontage (within the first 10' – 20 from the building) used to provide accents and soften larger expanses of buildings.	1 ornamental tree per 25' of building frontage.	Evergreens may be substituted for ornamental trees at a rate of 1 for 1 for up to 50% of the requirement.	5 shrubs for 25' of building frontages.
	Side elevations on corner lots shall provide this standard on at least 50% of the building.		
Parking. Areas on the perimeter, or interior of parking where landscape is used to soften the appearance, mitigate heat gain and infiltrate stormwater.	1 large tree per 40' of parking perimeter; and 1 large tree per 40 parking spaces in internal islands or added to the perimeter. Ornamental trees may be	Evergreens may be substituted for perimeter trees at a rate of 2 for 1, for up to 50% of the perimeter requirement that does not face a front lot line.	5 shrubs for 25' of perimeter. Any parking near the right of way or adjacent to lots may require buffers per section 19.47.040.

Table 19.47 A: Plant Specifications

Site Element	Trees	Evergreen	Shrubs
	substituted for large trees at a rate of 2 for 1 for up to 50% of the internal islands requirements.		
Buffers. Areas of a site that require additional landscape to mitigate potential impacts on streetscape or adjacent property.	See Section 19.47.040.		

- (b) **Credits for Existing Vegetation.** Preservation of existing landscape material that is healthy and of a desirable species may count towards these requirements provided ~~measures are taken to~~ protection measures in Section 19.47.060 are taken to ensure the survival of the vegetation through construction and all other location and design standards are met. Credits shall be on a 1 for 1 basis provided existing trees shall be at least 43" caliper to count. Landscape material that is of exceptional quality due to size, maturity and health may be credited on a 2 for 1 basis. ~~Trees or other existing landscape that contributes to the standard shall be protected by a construction fence installed at the greater of the drip line or 15 feet from the trunk of a tree, for the entirety of construction.~~
- (c) **Design.** The required landscape material shall be arranged and designed on a particular site in a way that best achieves the intent expressed in 19.47.010, with regard to the specific context, street frontage, property adjacencies and other elements proposed on the site. Specifically, designs shall:
1. Create an attractive site.
 2. Improve the relationships of buildings and sites to the streetscape and block.
 3. Promote efficient layouts of the site and landscape areas.
 4. Enhance environmental and ecological functions of the site.
 5. Screen and buffer any potential adverse impacts of site elements.

19.47.060 Tree Protection

- (a) **Applicability.** The provisions of this section shall specifically apply to:
1. Any removal of a tree in the public right-of-way, except for those authorized by an official City project.
 2. All applications that are subject to the landscape standards in Section 19.47.010 (B);
 3. The following situations in R-1A and R-1B zoning where:
 - a. Any new residential structure is built on a vacant lot;
 - b. An existing residential structure is torn down, whether it is just a demolition or a demolition and rebuild of a new residential structure;

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- c. Any remodel of an existing residential structure that adds more than 600 square feet to the existing building footprint; and
- d. Any remodel of an existing residential structure that tears down more than 10% of the existing structure associated with the new construction.

(b) **Tree Protection and Removal Plan.** A tree protection and removal plan shall be provided for all applicable projects where:

1. The property has a tree protected by Section 19.47.060 (C);
2. As part of a landscape plan associated with development, where existing trees will be retained and protected to meet landscape requirements;
3. Any trees are proposed to be removed as part of a building permit associated with situations listed in 19.47.060 (A) above.

The tree protections and removal plan shall:

1. Show all existing trees, including size and species;
2. Identify trees proposed for removal and those to be retained;
3. Include locations of protection fences and other protection measures required by this Section.

(c) **Protected Trees.** Trees are protected based on their size and location, as specified in Table 19-57-D and Figure 19-47-1. Protected trees require mitigation if removed; trees prohibited from removal require special circumstances and approval to remove the tree, and require additional mitigation if authorized to be removed.

Table 19-47-D Protected Trees				
Location	Protected Tree (caliper)	Mitigation if removed [2]	Prohibited from Removal [1] (caliper)	Mitigation if removed [2]
Area 1: Street Trees	--	--	All trees	1 tree for each 6" caliper removed (maximum 3)
Area 2: Frontage Trees	3" – 6"	1 for 1 tree replacement	6" +	1 tree for each 6" caliper removed (maximum 3)
Area 3: Lot Trees	6" – 20"	1 for 1 tree replacement	20" +	1 tree for each 12" caliper removed
Area 4: Buildable Area Trees	6" – 30"	1 for 1 tree replacement	30" +	1 tree for each 15" caliper removed
All Areas	--	--	Any Kansas State Champion Tree	1 tree for each 6" caliper removed (maximum 3)

[1] Trees prohibited from removal may only be removed as provided in Section 19.47.060 (E)

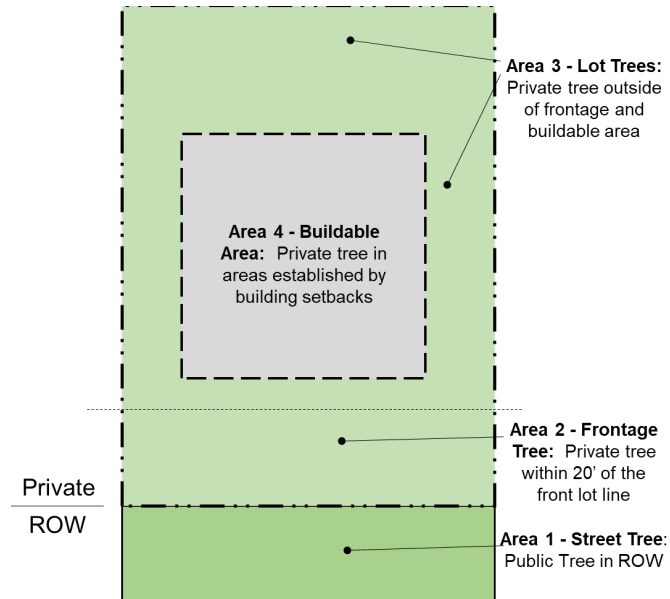
[2] Replacement trees shall be at least 2" caliper trees, as required by Section 19.47.030 (B)

1. **Area 1:** Area 1, "street trees" includes any tree that is in the public right-of-way.

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2. **Area 2:** Area 2, “frontage trees” includes any tree that is 3” caliper or more, on private property and within 20 feet of the front lot line.
3. **Area 3:** Area 3, “lot trees,” includes any tree that is 6” caliper or more, on private property, but outside of the frontage or buildable area.
4. **Area 4:** Area 4, “buildable area trees” includes any tree that is 6” caliper or more, and in the buildable area determined by the zoning setbacks applicable to the principal building.

Figure 19-4-1 Tree protection provisions and required mitigation is based on the area of the lot and the size of trees in particular areas.



(d) **Protection Measures.** All trees that are prohibited from removal and any other tree that will remain on site according to the Tree Protection and Removal plan shall be protected by the following measures:

1. **Fences.** Protective/temporary fences shall be required for all trees noted to remain on the tree protection and removal plan, or otherwise not authorized for removal. Fences shall be a snow fence, chain-link fence, orange vinyl construction fence, or other similar fencing with a minimum four feet (4') height. The protective fence shall prevent infringement on the root system from any construction-related activities and be installed according to Table 19-47 (E).

Table 19-47-E: Protective Fencing		
Tree Size	Fenced Area (lessor of); 5' minimum in all cases	
> 28" DBH	20' from center of tree	Fencing protecting at least 75% of the drip line
20" DBH – 28" DBH	15' from center of tree	
< 20" DBH	10' from center of tree	
All required protective/temporary fences shall be at least 4' high		
On lots less than 10,000 square feet, the Director may approve fences 15' from the center of tree for trees > 28" DBH and 10' from the center of tree for trees up to 28" DBH.		

Fenced areas shall exclude any preexisting structures, foundations, slabs, roadways, sidewalks, and driveways. The fence shall be installed along the edge of the driveways/roadways encompassing the tree to restrict access from the street side. All fences shall appear on construction documents and be installed prior to any other construction-related activity. The fence shall remain in place at all times until all other construction-

Text shown in red is the new language being added to the Zoning Regulations

related activity has been completed or final grade achieved. The City may authorize that fences be moved at certain times for final grading, access, or other work. As part of a permit or review of a tree protection and removal plan, the City may determine that areas of the site removed from construction activity and where damage to roots is not likely may not need protective fences.

2. *Prohibited activities.* Except for utility work or in association with other activity approved by the City, the following activities are not allowed within the Protective Fencing area:
 - a. Stock piling of construction materials or waste from the construction process;
 - b. The cleaning of construction equipment;
 - c. Parking, storage, or placement of any vehicles, construction equipment, or temporary structures;
 - d. Grade changes, cut of fill, in excess of 2 inches;
 - e. New paving with asphalt, concrete, or other materials; and
 - f. No signs, wires, or other attachments other than those of a protective nature shall be attached to any tree.
- (e) **Exceptions for Removal.** It is the property owner's responsibility to ensure that no person remove, damage, or otherwise impair any tree prohibited from removal without written authorization from the Building Official to remove the tree. The Building Official may consider an exception to remove the tree only upon a written request indicating the specific tree and documentation establishing justification for removal. The Building Official shall generally grant the exception for the following:
1. The tree is dead;
 2. The tree is diseased or dying, and constitutes a threat to healthy trees, property, or public safety; or
 3. Removal of the tree is necessary for construction, development, or redevelopment under the following criteria:
 - a. All reasonable efforts have been made to avoid removing the tree through comparable alternative designs;
 - b. The presence of the tree places an undue financial burden on the applicant; and
 - c. No other reasonable accommodations, including adjustments to the otherwise allowable building footprint or site design can be made to preserve the tree.

The Building Official may seek advice from the Prairie Village Tree Board, other staff, or departments or a third party consultant. Written authorization by the Building Official shall be valid for the duration of any permit associated with the authorization. Except for applications associated with a Site Plan approved by the Planning Commission, the Building Official's decision may be appealed as provided in Section 19.54.025.

Text shown in red is the new language being added to the Zoning Regulations

- (f) **Violation and Enforcement.** Removal, damage, or impairment of any protected tree, except as provided in this Section, is a violation of this Section, enforceable as provided in Section 19.01.045, and each tree shall be considered a separate incident. Any fines and penalties shall be in addition to the mitigation measures required in sub-section (c) for removal of protected trees.

Section III. Repeal of Prior Ordinances.

Sections 19.47.010 and 19.47.020 of Chapter XIX of the Prairie Village Municipal Code, in existence as of and prior to the adoption of this Ordinance, and all other ordinances and parts thereof that are inconsistent with any provision of this Ordinance, are hereby repealed.

Section IV. Effective Date.

This ordinance shall take effect and be in force beginning June 1, 2021 upon and after its passage, approval, and publication as provided by law.

PASSED by the Governing Body of the City of Prairie Village, Kansas on March 15, 2021.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelsen, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

David E. Waters, City Attorney



PARKS AND RECREATION

Parks & Recreation Meeting Date: March 10, 2021
City Council Meeting Date: March 15, 2021

COU2021-28 Consider approval of a change to pool hours for the 2021 pool season

RECOMMENDATION

Recommend approval of a change in Prairie Village Pool Complex hours to noon - 8 p.m. daily.

BACKGROUND

At the Parks & Recreation Committee meeting on March 10, the committee discussed a variety of modifications to the typical pool structure in light of the COVID-19 pandemic and a shortage of lifeguards.

City staff proposed a shift in age requirements for lifeguards to capture a broader number of potential employees. Children under the age 16 may not work more than eight hours in one day as set by the Kansas Department of Labor. The American Red Cross allows 15 year olds to be certified as lifeguards. Because of our extended pool hours, Prairie Village set 16 as the starting age for lifeguards. In addition to the standard pool hours, lifeguards are on duty for swim and dive practice and swim lessons before the pool opens.

Moving to an eight hour pool day would allow the city to shift the age requirement for lifeguards to 15, which would broaden the number of potential employees.

ATTACHMENTS

Area city comparison

PREPARED BY

Meghan Buum
Assistant City Administrator
Date: March 11, 2021

Prairie Village Pool Age Requirements:

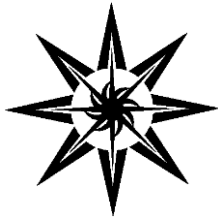
Job Title	Current Age	Proposed Age
Operations Attendants	15 years old	14 years old
Lifeguards	16 years old	15 years old

Prairie Village Pool Hours:

Pool	Current Hours	Proposed Hours
Leisure Pool and Wading Pool	11 a.m. to 8 p.m.	all pools Noon - 8 p.m.
Diving Well, Water Slides and Meter Pool	Noon to 8 p.m.	
Adult Pool and Lap Lanes - Weekends	11 a.m. to 8 p.m.	
Adult Pool and Lap Lanes - Weekdays	Noon to 8 p.m.	

Area City Comparison (generally):

City	Hours	Lifeguard age
Roeland Park	Noon to 8 p.m.	15 years old
Fairway	11 a.m. - 8 p.m.	15 years old
Leawood	11:30 a.m. - 7:30 p.m.	15 years old
Merriam	Noon to 8 p.m.	15 years old
Mission	Noon	15 years old
Lenexa	Noon to 8 p.m.	15 years old
Olathe		15 years old
Overland Park	Noon to 8 p.m.	15 years old
Shawnee	12:30 p.m. - 8 p.m.	15 years old



PUBLIC WORKS DEPARTMENT

Staff Report: March 15, 2021

UPDATE ON CITY HALL CONCEPTUAL STUDY

The purpose of this discussion is to update the Council on the City Hall Conceptual Study and explain several issues surrounding potential City Hall renovations. City Hall was built in 1971, and the MPR Wing was added in 1984 and was used by the PD until 1996. The last renovation to City Hall was in 1996. In preparation for the 2021 Conceptual Study that was approved as part of the CIP Budget, staff did some high level analysis with an architect to determine the possibility of employee restrooms, expanded office and meeting space, public interaction, better flow of operations, and other realities that became more evident as we worked through the COVID pandemic. We anticipate starting a consultant selection process soon. We think this consultant would perform the next level of preliminary design and then continue with final design if needed. There are several factors affecting this study that are summarized below.

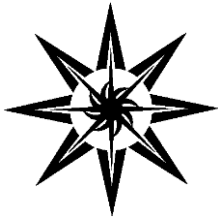
- 1- COVID-19's effect of the Council Chambers - Given the number of elected officials and our current layout; everyone is required to sit directly adjacent to each other. This has been part of the reason that City Council meetings have been conducted via Zoom. If the current layout needs to be changed it will require construction. We had Rick Wise, with Clark & Enersen, review the space and he determined a more socially distant layout within the existing walls would not be possible when factoring in adequate room for public seating. As we move forward with the City Hall conceptual study we will need the City Council to weigh in regarding future concerns and/or expectations as we begin this process. We also have to keep in mind this area is also used by Court and other meetings.
- 2- Energy Audit - ESP is finalizing its report and it will include solar panels and lighting retrofits to be added at City Hall and PD. Until the full impact of renovations are completed we will not be able to consider some of these suggested upgrades. If we get to a point where we know for sure that roof lines would not be impacted we could proceed with installation of the solar panels. We will need to finalize building decisions before some of the Energy Audit recommendations could be fully implemented. We plan to have ESP present to the Council in the very near future.
- 3- Funding - It is possible that funds may be available through the COVID Relief Bill that was passed on March 10, 2021. We believe there will be restrictions applied to how those funds can be used. We will need to determine those restrictions and exactly what amount we can expect to receive. While these funds may be a viable option, we believe the 2022 budget should include some funding in the CIP for final design and construction. In regards to costs, we simply do not know an estimated range which could increase should the expansion of the Council Chambers be considered. We will need to explore all funding avenues as we get a better idea of possible costs associated to the project.
- 4- One other item that we wanted to be on your radar is the Police Department is looking at making some internal layout changes as well. Discussions related to this are very preliminary but we could potentially do both projects at the same time.

If anyone would like to stop by and walk through offices and have a better perspective of the efficiencies we are trying to achieve, please contact us and we would be happy to have that conversation.

PREPARED BY

Keith Bredehoeft, Public Works Director

March 10, 2021



ADMINISTRATION

City Council Date: March 15, 2021

COU2021-29

Consider an Ordinance approving a private outdoor event at the Meadowbrook Inn as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within a defined temporary extension of premise

SUGGESTED MOTION:

I move the City Council authorize the Mayor to execute Ordinance No. 2447 approving a private outdoor event at Meadowbrook Inn on Friday, April 9, and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded area of the event.

DISCUSSION:

Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibition concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

ATTACHMENTS:

Draft Ordinance No. 2447
Map
Application Documents

PREPARED BY:

Adam Geffert
City Clerk

Date: March 11, 2021

ORDINANCE NO. 2447

AN ORDINANCE APPROVING A PRIVATE OUTDOOR EVENT AT MEADOWBROOK INN AS A SPECIAL EVENT AND AUTHORIZING THE SALE, CONSUMPTION AND POSSESSION OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGES WITHIN THE BOUNDARIES OF A BARRICADED PUBLIC AREA AT SUCH EVENT.

WHEREAS, an application has been made to the City for the holding of a special event to be held at the Meadowbrook Inn, and other certain public streets and sidewalks as identified in yellow on the Exhibit attached hereto, on April 9, 2021, between the hours of 6:00 p.m. and 9:00 p.m., which event may include the consumption of alcohol and/or cereal malt beverages (the "Event"); and

WHEREAS, pursuant to KSA 41-719(a)(2) and (a)3), the Governing Body may approve special events and exempt public streets and sidewalks from the prohibitions concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

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

Section 1. Authorization is given to barricade the area outlined on the attached exhibit during the Event, including the marked public streets and sidewalks. A smaller area may be selected based on the size of the Event, but the Event boundary may not be expanded.

Section 2. Vendors or Event organizers holding the appropriate licenses or permits from the State of Kansas to provide alcoholic liquor and cereal malt beverages may, in accordance with such licenses and permits, and in accordance with all other applicable state laws and municipal ordinances, including this ordinance, provide such alcoholic liquor and cereal malt beverages within the barricaded area during the Event.

Section 3. Event attendees may possess and consume alcoholic liquor and cereal malt beverages within such barricaded area during the Event, provided that such possession, and consumption is at all times in compliance with the terms of this ordinance and all other applicable laws and municipal regulations.

Section 4. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official newspaper of the City of Prairie Village, Kansas as provided by law.

PASSED AND ADOPTED BY THE GOVERNING BODY THIS 15th DAY OF MARCH, 2021.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

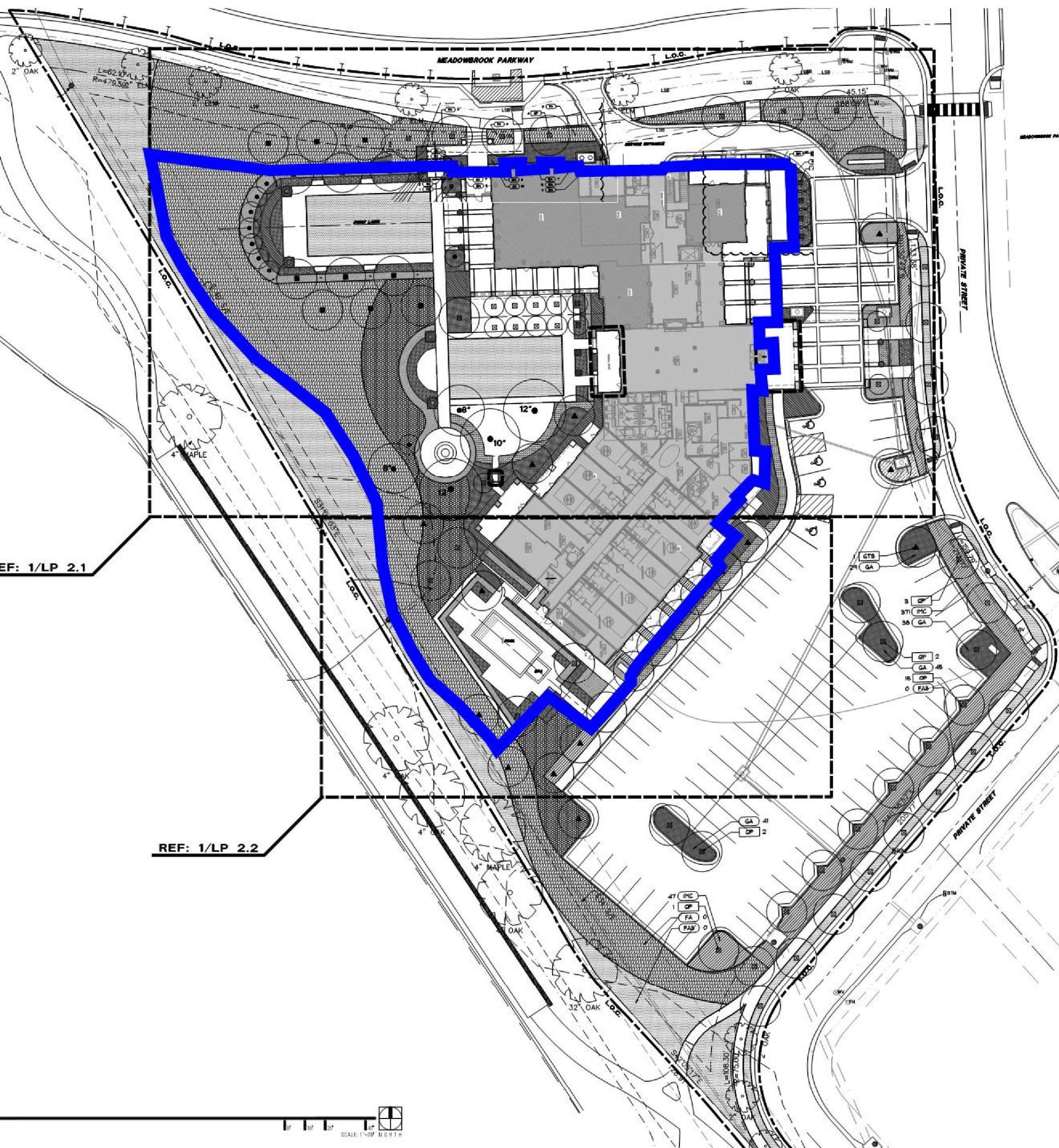
APPROVED AS TO LEGAL FORM:

David E. Waters, City Attorney



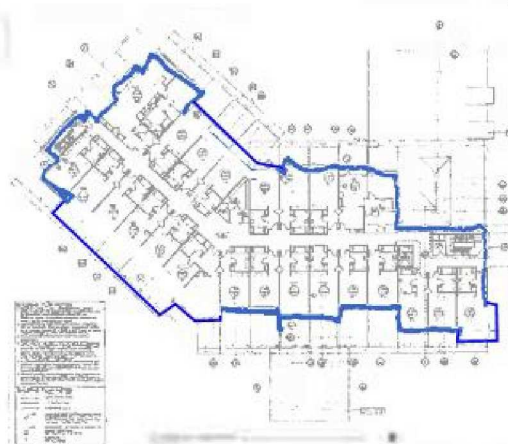
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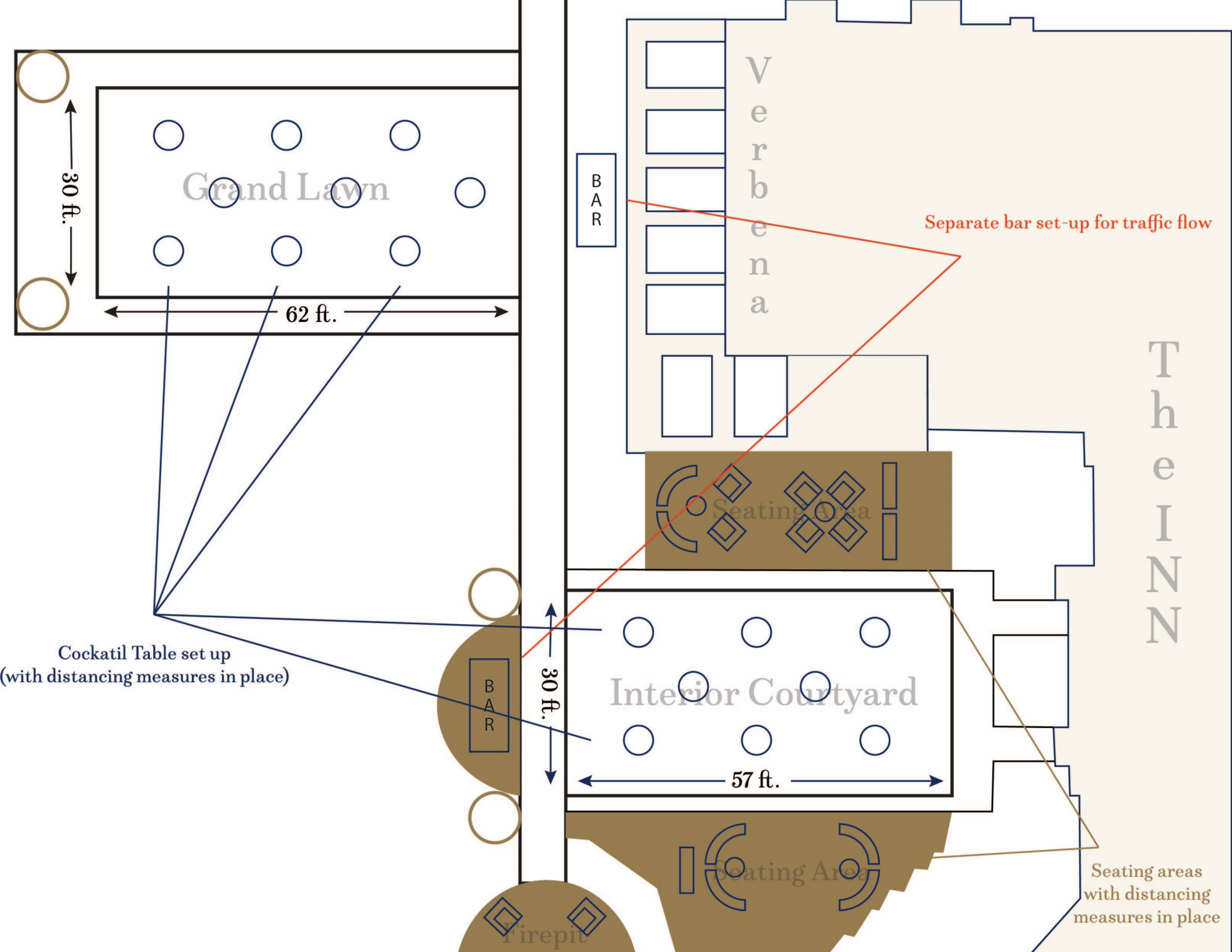


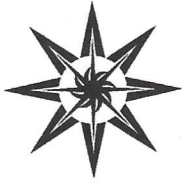
2nd Floor

+



3rd Floor





SHORT-TERM SPECIAL USE PERMIT
APPLICATION
City of Prairie Village, Kansas

Application Date: _____

\$25 Application fee

Name Jan Huckleberry

Email address janh@kansascityautomuseum.com (circle one) Mail copy OR Email copy to me

Organization Kansas City Automotive Museum Phone 913-322-4227

Address 15095 W 116th St City / State / Zip Olathe, KS 66062

Is the organization (check all that apply):

☒ Non-profit ☐ Civic ☐ Incorporated
☐ Authorized to do business in the State of Kansas

USE: ☐ Sale / activity ☒ Trade show ☐ Street Fair
☐ Exposition ☒ Promotional venture / entertainment

Please give a complete description of proposed use: The Kansas City Automotive Museum and Perke and Recreation Foundation of Johnson County are benefactors of a private event being held at The Inn at Meadowbrook on Friday, April 9th. Event hosts are requesting the use of a small parking area connected to Meadowbrook Parkway for the purpose of distributing alcohol. Fencing will convert the area to The Inn's property.

Location: the purpose of distributing alcohol. Fencing will convert the area to The Inn's property.
Attach any descriptive materials such as plans, maps or size dimensions, etc. to better illustrate the proposed use.

Please indicate what types of signs, flags or other devices will be used to attract attention:

None. This is a private ticketed event at The Inn.

Date(s) of Event Friday, April 9th, 2021

Hours of Operation: _____

Estimated accumulation of automobiles 60 and persons 125

Other characteristics and effects on neighborhood: minimal impact to the neighborhood is expected. Some cars may park in Meadowbrook Parkway

Submitted by:

Jan Huckleberry
(Signature of applicant)

See reverse for conditions of approval

Robert,

Thank you for submitting plans for your event. We have reviewed your plans and feel that you are meeting the intent of the Johnson County Board of Public Health Order No. 002-20 and are taking necessary measures to ensure the safety of your guests. While we have reviewed this plan, please note that mass gatherings are discouraged during this time of the pandemic. The measures as submitted represent a good faith effort to prevent the spread of the virus, but this in no way guarantees that the virus will not be spread during this event.

A few reminders: Please have household members remain together and discourage mixing of different households. If anyone planning to attend your event is feeling ill before the event, please ask them not to attend. According to Governor Kelly's Order 20-52, masks must be worn when in public spaces. Masks must be worn consistently and appropriately for the best protection against contracting or spreading COVID-19.

Please note that the current public health crisis presents a fluid situation during which regulations may change. While this review is current, should any additional regulations be imposed they may impact the viability of your proposed event. Should the regulations change, the proposed event will be subject to the regulations in place at the time of the event.

The county review of a plan does not supersede any limitation that may be enforced by the venue hosting the event. Organizers are encouraged to consult with the venue prior to submission of plans for review.

We appreciate you taking time to send in your plan, and we wish you all the best.

Stay safe and healthy,

Susan.

Susan Maier

Senior Management Analyst

Johnson County Manager's Office

111 S. Cherry Street, Suite 3300 Olathe, Kansas 66061

Direct (913) 715-0741 | Cell 913-209-4144

Office 913-715-0725 | TDD 800-766-3777



www.jocogov.org | [@jocogov](https://twitter.com/jocogov) | [F/jocogov](https://facebook.com/jocogov)

From: Leyva, Robert <robert.leyva@vantrustre.com>

Sent: Monday, March 8, 2021 1:35 PM

To: DHE-Submit Plans <submitplans@jocogov.org>

Subject: Mass gathering plan Submittal

This message came from outside of Johnson County Government - please use caution when opening attachments or links.

To whom it may concern,

Please find attached a Mass Gathering Plan for the proposed Meadowbrook Car Show planned for April 9 at The Inn at Meadowbrook. As an additional note, this is less than 50% of our capacity and outdoors.

I look forward to your response.

Thank you!

Robert Leyva

Director, Asset Management

VanTrust Real Estate

O 816.569.1441 D 816.569.1473 M 210.325.1187

E robert.leyva@vantrustre.com

A 4900 Main Street, Ste 400, Kansas City, MO 64112

W vantrustre.com

COVID-19 Mitigation plan for the evening cocktail reception of the Meadowbrook Car Show

April 9th, 2021

The INN at Meadowbrook, 4901 Meadowbrook Parkway, Prairie Village, KS 66207

Created: 02/15/2021

This plan is made in conjunction with The INN at Meadowbrook and PB&J Catering.

Event Host Contact:

Chris Curtis

4901 Meadowbrook Parkway

Prairie Village, KS 66207

(913) 693-1845

Mandatory event behaviors that reduce the exposure and spread of COVID-19:

- This is a private, invitation only, event. The following procedure have been put in place:
- All guests and staff in attendance must check-in upon arrival to the venue – guest list attendance with contact information tracked and filed with host.
- All guests and staff must wear a two-layer mask; a two-layer mask will be provided for each guest by the host – unless the mask they arrive with meets that requirement.
- Temperature of all guests and staff will be taken upon check-in and those with temperatures <99.4 will not be allowed to enter.
- Guests above the age of 8 years old must always wear masks over the nose and mouth unless eating and drinking.
- Eating and drinking is only permitted while at cocktail tables, permitted seating areas, or other assigned tables.
- Current guest (100) & staff count (25) allows for adequate spacing for social distancing between people and tables (see attached layout plan).
- All food and bar attendants will be fully masked and gloved while serving.
- Hand sanitation will be required between glove changes (by staff members).
- Guest's plates will be served by servers. Guests will not be allowed to touch any serving pieces, serving utensils, or serve themselves.
- Single-use, disposable silverware and napkins will be available – eliminating any need for guests to pick up napkins or silverware from community pile.
- Drinks (soda cans, water bottles, beer cans) provided in single serve containers and will be handed to guest by gloved servers. Beer keg/mixed drink pitcher to be poured by gloved server into single use for guests.
- Desserts will be served in sealed pre-packaged boxes.
- Social distancing standards will be in effect around food and beverage stations. Six-foot line markers created with removable, non-damaging chalk.
- Individual hand sanitizers will be placed on cocktail tables and strategically throughout high-traffic areas around the event for guests' convenience.
- High-touch areas throughout the public spaces around The INN are disinfected regularly.





VIP PARTY

When

April 9, 2021 • 6 - 9 PM

Where

The Inn at Meadowbrook
4901 Meadowbrook Pkwy
Prairie Village, KS 66207

Purchase Tickets

\$100 per person
MeadowbrookCarShow.com • 913-322-4227

About the Event

Join us in supporting the Johnson County Parks & Recreation Foundation's Public Art Program and the Kansas City Auto Museum with a night of fun at The Inn at Meadowbrook, a luxury boutique hotel. Your ticket includes entry into the event, hor d'oeuvres and cocktails. Live entertainment and raffle items will bring the night to life!

A discounted room rate is available to event ticket holders. Contact The Inn at (913) 329-9000 with discount code M3ad0Wc9r04 to book your stay.

Hosted by



The Parks and
Recreation Foundation
of Johnson County

Kansas City
AUTOMOTIVE MUSEUM



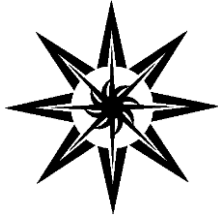
The Inn at Meadowbrook
4901 Meadowbrook Pkwy
Prairie Village, KS 66207



913-322-4227



MeadowbrookCarShow.com
info@KCAutoMuseum.com



PUBLIC WORKS DEPARTMENT

Council Meeting Date: March 15, 2021

COU2021-30 CONSIDER DESIGN AGREEMENT WITH AFFINIS CORPORATION FOR THE DESIGN OF THE 2021 RESIDENTIAL STREET PROGRAM

RECOMMENDATION

Move to approve the design agreement with Affinis Corporation for the design of the 2021 Paving Program in the amount of \$120,870.

BACKGROUND

Public Works requested proposals from firms to provide engineering services for Prairie Village for 2021, 2022 and 2023 in November 2020. Affinis Corp was selected as the City's design consultant from the 3 firms interviewed. Affinis Corporation has been working for the City for the past several years and has performed very well.

This agreement is for the design of the 2021 Residential Street Program. Construction is anticipated to begin in the spring of 2021.

FUNDING SOURCE

Funding is available in the CIP project PAVP2020.

ATTACHMENTS

1. Agreement with Affinis Corp
2. Map of 2021 Streets

PREPARED BY

Melissa Prenger, Senior Project Manager

March 10, 2021

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECT:

PAVP2021 - 2021 PAVING PROGRAM

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

WITNESSED, THAT WHEREAS, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2021 Paving Program hereinafter called the “**Project**”,

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

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

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

Article I City Responsibilities

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

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

2021 Paving Program which may include the following streets:

1. Granada Drive, Homestead Drive to 66th Street
2. 71st Street, Belinder Avenue to State Line Road
3. Windsor Street, Cherokee Drive to 75th Street
4. 74th Street, Mission Road to Windsor Street
5. 76th Street, Mission Road to Pawnee Street
6. Chadwick Drive, 77th Street to Canterbury Drive
7. Tomahawk Road, 79th Street to 81st Street
8. 82nd Street, Roe Avenue to Somerset Drive
9. 87th Street, Roe Avenue to Catalina Drive
10. Delmar Lane, 87th Street to Somerset Drive
11. 91st Street, Roe Avenue to Delmar Street
12. El Monte Drive, 91st Street to 92nd Terrace

2021 Concrete Repair Program which may include the following streets:

1. Birch Street, 73rd Street to Tomahawk Road (sidewalk design)
2. 70th Terrace, Roe Avenue to 71st Street (mill only)
3. Fairway Street, 77th Street to Cul-De-Sac (mill and sidewalk design)

Note: Previously designed streets may be carried over from previous paving programs and included in the 2021 Paving Program.

Article II Consultant Responsibilities

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

Article III Scope of Services

A. Design Phase

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

1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
3. Conduct field reconnaissance with City to evaluate and identify:
 - a. Design issues.
 - b. Need for drainage improvements.
 - c. Need for full depth pavement repairs.
 - d. Need for sidewalk replacement.
 - e. Location for new sidewalk.
 - f. Need for curb and gutter replacement.
 - g. Need for and limits of driveway replacement.
 - h. Need for which type of ADA ramps.
 - i. Utility locations and conflicts.
 - j. Tree conflicts.
4. Perform topographic and field survey of identified project locations. Assumes complete street reconstruction of Granada Drive (Homestead to 66th) and 82nd Street (Roe to Somerset) will not require survey.
 - a. 2021 Paving Program:
 - (1) Chadwick Drive, 77th Street to Canterbury Drive - sidewalk connection / storm flooding.
 - (2) Birch Street, Tomahawk Road to 73rd Street - addition of sidewalk.
 - (3) 76th Street, Mission Road to Pawnee Drive - possible addition of sidewalk.
 - (4) Delmar Lane, 87th Street to Somerset Drive - possible addition of sidewalk.
 - (5) El Monte Drive, 91st Street to 92nd Terrace - storm sewer replacement.
5. Gather aerial and topographic data from Johnson County AIMS mapping for all project locations.
6. Record location of existing traffic markings and review for compliance with MUTCD and City standards.
7. Schedule and attend up to two (2) utility coordination meetings. Request utility comments coordinate planned relocations among agencies and verify relocation/adjustment schedule.
8. Complete sidewalk memoranda for the following project locations -
 - (1) Birch Street, Tomahawk Road to 73rd Street (sidewalk extension, no petition needed)
 - (2) 76th Street, Mission Road to Pawnee Drive (refresh memo from 2020 program)
 - (3) Delmar Lane, 87th Street to Somerset Drive
9. Distribute sidewalk petitions by certified mail to property owners adjacent to street segments included in the 2021 Paving Program that do not have sidewalk. Distribute letter notifications by registered mail to both property owners and residents abutting street segments under consideration for sidewalk. Tally the survey results and provide City with results. Assumes sixty (60) parcels adjacent to street segments under consideration.

10. Coordinate with property owner at 7819 Canterbury Street to complete Chadwick Drive sidewalk connection.
11. Investigate possible solutions that may be implemented with improvements to reduce flooding issues along Chadwick Drive.
12. City staff will perform condition assessment of the existing storm sewer system in project locations to identify storm sewer structures and pipes requiring maintenance or replacement. Recommended improvements will be incorporated into the plans.
13. Prepare preliminary construction plans (60%).
 - a. Project title sheet.
 - b. General site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.
 - c. Plan sheets for street improvements showing all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and streetlights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.
 - d. Typical sections.
 - e. Cross sections for streets / sidewalks with a detailed topographic survey.
 - f. City details drawings and other special details pertinent to the project.
 - g. Traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction.
14. Submit one set (one full-size and one half-size) of preliminary (60% completion) construction plans for City review.
15. Present one set (half-size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
16. Perform field check with City.
17. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
18. Attend and prepare minutes for up to four (4) project meetings and disperse the minutes to City representative and all other attendees within five working days.
19. Prepare final documents base of review and comments from City and other review agencies of the preliminary plans.
20. Prepare project manual:
 - a. For the 2021 Paving Program, prepare specifications and special provisions to supplement the 2020 Paving Program project manual for City review.
21. Submit one half-size set of final (95%) plans and specifications for City review.
22. Submit one half-size set of final (95%) plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
23. Prepare a final opinion of probable construction cost based on 2020 Paving Program unit prices.
24. Prepare construction documents for the 2021 Paving Program:

- a. Prepare construction plans using the City's standard documents.
- b. Provide to the City a spreadsheet of the construction quantities for each street and a total for the program.
- c. Prepare five half-size sets and a PDF of the construction plans for the contractor and the City.
- d. Provide one hard copy and electronic copy of any report or drawings. Provide files of the plans or drawings in PDF Format.

B. Construction Services Phase

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

Article IV Time Schedule

- A. Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.
- B. Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.
- C. Default Neither** City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and

delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Should such circumstances occur, the consultant shall within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

- D. Completion Schedule** Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

2021 Paving Program

Design Phase	Due by April 30, 2021 *
2021 Paving Program Issued to Contractor	May 14, 2021

*With exception to sidewalk petition streets.

Article V Compensation

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

2021 Paving Program

Design Phase	<u>\$112,110.00</u>
Construction Services Phase	<u>\$8,760.00</u>
2021 PAVP Fee	<u>\$120,870.00</u>

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

Article VI General Provisions

- A. Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- B. Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- C. Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.
- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
 2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
 4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
 5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that

Consultant's insurance coverage is primary, and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.

- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- K. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- M. Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to 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

By:

Eric Mikkelson, Mayor

Address for giving notices:

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

Telephone: 913-385-4640

Email: publicworks@pvkansas.com

ATTEST:

Adam Geffert, City Clerk

Consultant:

Affinis Corp

By

Kristen E. Leathers-Gratton, PE

Address for giving notices:

Affinis Corp
8900 Indian Creek Parkway
Suite 450, Building 6
Overland Park, Kansas 66210

Telephone: 913-239-1122

Email: kleathers@affinis.us

APPROVED AS TO FORM BY:

David Waters, City Attorney

				Exhibit B													
				<u>PROJECT ESTIMATING SHEET</u>													
				PV Project Number: PAVP2021													
				2021 Paving Program													
				Prairie Village, Kansas												Date: 3/9/2021	
				KEL/MPM	SRS	CJF/ARM	LTC	ALR/TLD	JLF	JHS	Brandon	Aubrey	Bill	Justin/Garret	KMK	Made By: SRS/LTC	
				PRINCIPAL	PROJECT	ENGINEER	INTERN	DESIGN	DESIGN	CADD	CADD	LAND	SURVEY	SURVEY	ADMIN.	LABOR	<u>OTHER DIRECT COSTS</u>
				SR PM	MANAGER I	II	ENGINEER II	TECH II	TECH I	TECH II	TECH I	SURVEY II	CREW II	CREW I	SUPPORT	COSTS	ITEM
																	COST
			Tasks	\$240.00	\$180.00	\$145.00	\$120.00	\$150.00	\$120.00	\$105.00	\$90.00	\$125.00	\$110.00	\$90.00	\$90.00		
A.			DESIGN PHASE														
			1. Pre-design meeting	1	2		2									\$840	\$840
			2. Review existing information		1		4									\$660	\$660
			3. Field reconnaissance	2	8	4	16	4	0	16						\$6,700	\$6,700
			4. Field survey (5 sites)		6						48	32	80	80	8	\$26,120	Mileage \$250 \$26,370
			5. Request AIMS mapping		1		1				8					\$1,020	\$1,020
			6. Check marking & signing for MUTCD & City compliance			8										\$1,160	\$1,160
			7. Utility coordination (2 meetings)		6	12	12		4			4				\$5,240	\$5,240
			8. Sidewalk memoranda (3 locations)		2		8									\$1,320	\$1,320
			9. Distribute sidewalk surveys and notifications (60 parcels)		6		12								16	\$3,960	USPS Cert Mail \$500 \$4,460
			10. Coordinate sidewalk connection (7819 Canterbury)		2		4			2						\$1,050	\$1,050
			11. Investigate flooding issues along Chadwick Dr		2	4	6	4		2						\$2,470	\$2,470
			12. Incorporate storm sewer maintenance recommendations		1		4			8						\$1,500	\$1,500
			13. Preliminary plans														
			Cover sheet							2						\$210	\$210
			Site plans				2			2						\$450	\$450
			Plan/profile sheets	2	16		48	24	0	64						\$19,440	\$19,440
			Typical sections		1		4			4						\$1,080	\$1,080
			Cross sections		6		16			24						\$5,520	\$5,520
			Details		1		2	4	4	8						\$2,340	\$2,340
			Traffic control and pavement marking plan			4			8							\$1,540	\$1,540
			14. Submit preliminary plans (60%) to City (hard copy)						2							\$240	\$240
			15. Submit preliminary plans to utilities, gov't. agencies, etc.						2						2	\$420	\$420
			16. Perform field check		8	4	12	4	0	12						\$5,320	\$5,320
			17. Prepare OPCC (+15%)		4		8		0	4						\$2,100	\$2,100
			18. Project meetings and documentation (4 meetings)	2	8		8		8							\$3,840	\$3,840
			19. Prepare final plans (address City comments)		4		16	8	0	24						\$6,360	\$6,360
			20. Project manual		4		8								8	\$2,400	\$2,400
			21. Submit final plans and specs to City (hard copy)				2		2							\$480	\$480
			22. Submit final plans to utilities, gov't. agencies, etc.						2						2	\$420	\$420
			23. Prepare OPCC		2		6		0	4						\$1,500	\$1,500
			24. Bid documents (all)	2	4		12		12						2	\$4,260	\$4,260
																	Mileage \$400 \$400
																Repro./Delivery \$1,000 \$1,000	
			DESIGN PHASE - SUBTOTAL HOURS	9	95	36	213	48	44	176	56	36	80	80	38		
			DESIGN PHASE - SUBTOTAL FEE	\$2,160	\$17,100	\$5,220	\$25,560	\$7,200	\$5,280	\$18,480	\$5,040	\$4,500	\$8,800	\$7,200	\$3,420	\$109,960	\$2,150 \$112,110

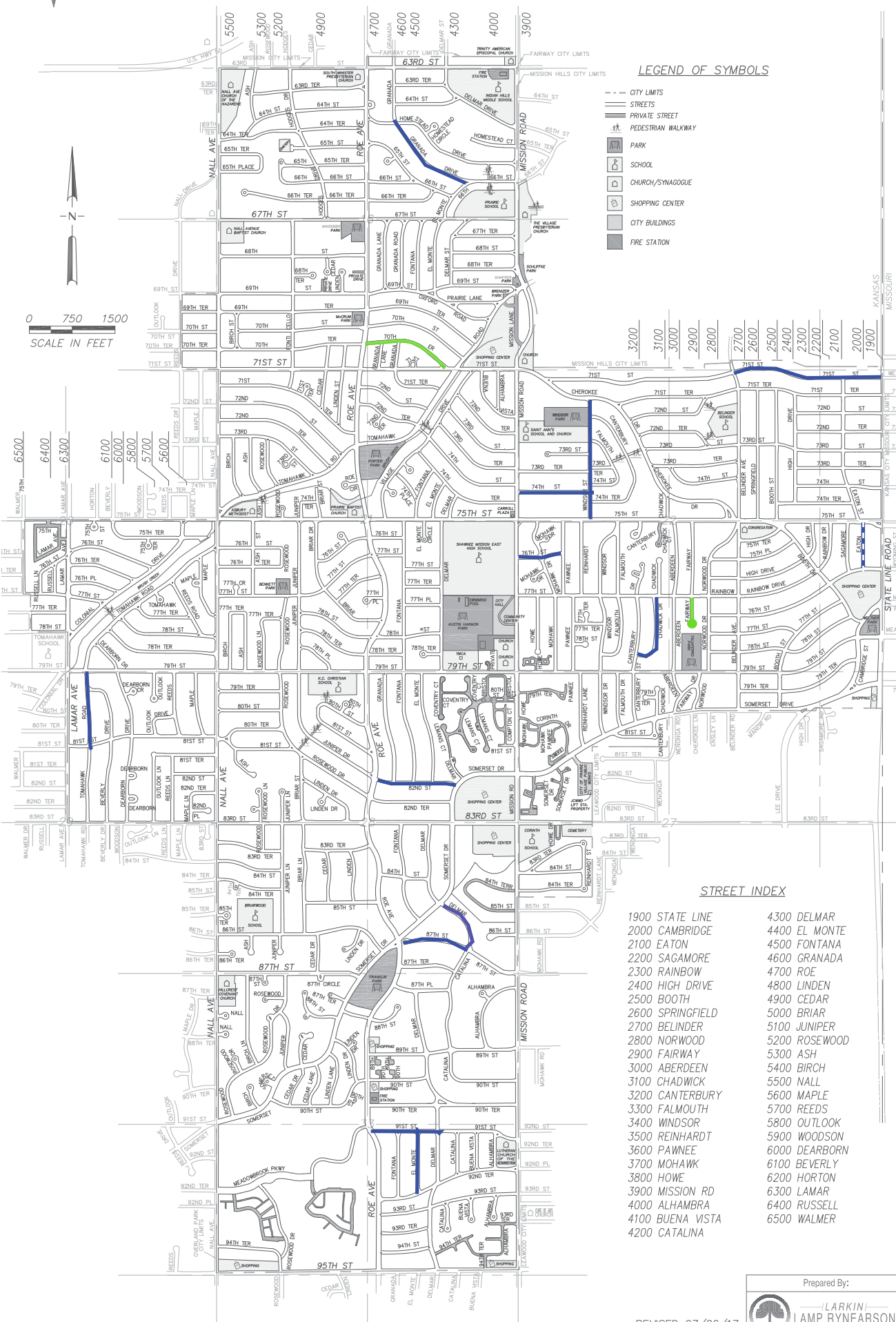
				Exhibit B													
				PROJECT ESTIMATING SHEET													
				PV Project Number: PAVP2021													
				2021 Paving Program													
				Prairie Village, Kansas											Date: 3/9/2021		
				KEL/MPM	SRS	CJF/ARM	LTC	ALR/TLD	JLF	JHS	Brandon	Aubrey	Bill	Justin/Garret	KMK	Made By: SRS/LTC	
				PRINCIPAL	PROJECT	ENGINEER	INTERN	DESIGN	DESIGN	CADD	CADD	LAND	SURVEY	SURVEY	ADMIN.	LABOR	TOTAL
				SR PM	MANAGER I	II	ENGINEER II	TECH II	TECH I	TECH II	TECH I	SURVEY II	CREW II	CREW I	SUPPORT	COSTS	FEE
			Tasks	\$240.00	\$180.00	\$145.00	\$120.00	\$150.00	\$120.00	\$105.00	\$90.00	\$125.00	\$110.00	\$90.00	\$90.00		
B.			CONSTRUCTION SERVICES PHASE														
			1. Utility coordination		2		2			2						\$810	\$810
			2. Pre-construction meeting and documentation		2		4							1		\$930	\$930
			3. Periodic construction consultation	2	6	4	8									\$3,100	\$3,100
			4. Shop drawing & submittal review				8									\$960	\$960
			5. Plan revisions				1			4						\$540	\$540
			6. Record drawings				1			2						\$330	\$330
			7. Furnish CAD files & TIFF images							2						\$210	\$210
			8. Construction progress meetings (4 meetings)		4		8									\$1,680	\$1,680
																Mileage	\$150.00
																Repro./Delivery	\$50.00
			CONSTRUCTION SERVICES PHASE - SUBTOTAL HOURS	2	14	4	32	0	0	10	0	0	0	0	1		
			CONSTRUCTION SERVICES PHASE - SUBTOTAL FEE	\$480	\$2,520	\$580	\$3,840	\$0	\$0	\$1,050	\$0	\$0	\$0	\$0	\$90	\$8,560	\$200.00
			Grand Total - Fee	\$2,640	\$19,620	\$5,800	\$29,400	\$7,200	\$5,280	\$19,530	\$5,040	\$4,500	\$8,800	\$7,200	\$3,510	\$118,520	\$2,350
			Grand Total - Hours	11	109	40	245	48	44	186	56	36	80	80	39	1014	



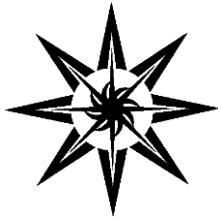
CITY OF PRAIRIE VILLAGE Star of Kansas

2021 Residential Paving

2" Mill/Overlay
3" Mill/Overlay



REVISED 07/26/17



PUBLIC WORKS DEPARTMENT

Council Meeting Agenda: March 15, 2021

COU2021-31 CONSIDER APPROVAL OF DESIGN AGREEMENT WITH BBN ARCHITECTS, INC. FOR THE DESIGN OF PARK IMPROVEMENTS AT HARMON PARK

RECOMMENDATION

Move to approve the design agreement with BBN Architects, Inc. for the design of the park improvements associated with the construction of the Harmon Park Inclusive Playset (BG300003) in the amount of \$77,910.

BACKGROUND

In January of this year, the Governing Body directed staff to proceed with design of the Harmon Park Inclusive Playset at a location consistent with the 2009 Master Plan. This location is considered a “safe harbor” from future construction activities in the park.

The current CIP funding of \$575,000 includes design and construction of the play set. The new location would incorporate the relocation of the practice tennis courts, parking stalls, and new internal sidewalk connectivity when removing the old playground.

The design scope includes the design and cost estimating of the additional project scope that will be fully funded in the 2022 CIP.

Because this is Prairie Village’s first all-inclusive playset, BBN’s scope includes items staff doesn’t usually employ during design including gathering information on multiple inclusive playgrounds in the metro area, participating in a tour of these sites with stakeholders, and soliciting a selected group of vendors for inclusive elements that they represent but that may not be included on the tour to ensure PV staff and stakeholders are seeing a well-rounded display of what is available to us for this playset. BBN will also assist with the site layout, public engagement, concept direction based on public feedback and of course final design of the site items including the parking lot and the practice tennis courts.

BBN was selected in 2018 and has provided excellent service over the original three year period. At this time, when staff has multiple projects in construction and in development, the working relationship developed over the past three years becomes vital in getting projects completed in a timely manner within established procedures. Staff recommends utilizing BBN’s services for an additional year.

FUNDING SOURCE

There is funding for the design in the CIP project BG300003

ATTACHMENTS

1. BBN Professional Services Agreement

PREPARED BY

Melissa Prenger, Senior Project Manager

March 10, 2021



AGREEMENT

For

DESIGN SERVICES

Of

Harmon Park Playset
BG300003

THIS AGREEMENT, made at the Prairie Village, Kansas, this ____ day of _____ 2021, 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, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the Harmon Park Playset, hereinafter called the “**Project**”,

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

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

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

Article I City Responsibilities

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

- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.
- G. **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. Intent to begin construction
 - 3. Website survey
 - 4. Public Information meeting
- H. The City has funded the Project which may include: 2020 and 2022 CIP for design and construction.

Article II Consultant Responsibilities

- A. **Professional Services** The Consultant shall either perform for or furnish to the City professional services and related engineering 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 - SUPPLEMENT FOR PROJECT SCOPE

Article IV Time Schedule

- A. **Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.
- B. **Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.
- C. **Default** Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal

weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Should such circumstances occur, the consultant shall within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

- D. Completion Schedule** Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Design Phase	November 15, 2021
Issued to Contractor	January 20, 2022

Article V Compensation

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

Design Phase	\$ <u>66,310.00</u>
Construction Services Phase	\$ <u>7,900.00</u>
<u>Solar Power if applicable</u>	\$ <u>3,700.00</u>
Total Fee for Project	\$ <u>77,910.00</u>

- 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.
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Article VI General Provisions

- A. Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.

- B. Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- C. Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.
- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
 2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
 4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
 5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.

- H. **Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. **Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. **Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- K. **Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. **Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- M. **Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. **Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to 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.
- R. Non Discrimination** The Consultant agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Consultant has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

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:

Eric Mikkelson, Mayor

Address for giving notices:

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

Telephone: 913-385-4640

Email: publicworks@pvkansas.com

ATTEST:

Adam Geffert, City Clerk

Consultant:

BBN Architects, Inc.

By

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:

David Waters, City Attorney

This supplemental section further defines the scope of services and fee proposal for the park improvements at Harmon Park. The design team for this work includes architects and landscape architects from BBN Architecture, with Greg Grant Surveying and Lankford | Fendler + Associates, (electrical engineering), as subconsultants. It is assumed the Steering Committee will include City Staff and members of the Parks and Recreation Committee.

The general scope of work is based off of the graphic presented to City Council on 1/19/21 and includes the addition of an inclusive playground south of the Harmon Pavilion, new lit practice tennis courts, locating the future pavilion and restroom, and reconfiguring the parking and its lighting to the southwest of the pavilion. Please find the following description of our proposed scope of services for your consideration.

Scope of Services

Preliminary Design

- 1) **Topographic and boundary survey:** A ground survey will be conducted within the boundary shown in the attached exhibit and a boundary survey will be performed for the two Water District One lots near the water tower.
 - a) Deliverables: professionally sealed topographic survey and boundary information.
 - b) Assumptions: Geotechnical studies will not be required.
- 2) **Assessment of existing conditions:** BBN will develop an existing condition plan using available aerial photography and the recent survey drawing. This will include a site inventory identifying objective park-related issues such as access, topography, natural features, etc. relevant to the proposed work. BBN will share the assessment with City Staff for feedback.
 - a) Deliverables: existing conditions assessment graphic plan.
- 3) **Comparable Existing Playgrounds:** BBN will gather information on approximately (5) existing inclusive playgrounds in the Kansas City Metropolitan Area and participate in a tour of these sites with the Stakeholders. BBN will also solicit a selected group of playground vendors for inclusive play elements they represent but are not included the tour.
 - a) Deliverables: PDF with images of the inclusive playgrounds and play elements.
- 4) **Preliminary Concept:** BBN will develop a preliminary site layout that responds to the findings of the existing conditions assessment. This plan will be conceptual in nature with the intent of confirming its feasibility. An associated cost estimate with a similar level of detail will be produced. BBN will present the preliminary concept and costs to City Staff and the Stakeholders for feedback. At this meeting, City Staff and the Stakeholders will provide input on which inclusive play feature images should be included in the following survey.
 - a) Deliverables: scaled, color graphic plan identifying general proposed elements and an associated cost estimate.

- 5) **Public Engagement #1:** The first public engagement will be a Survey Monkey administered by the City. The goal of this survey will be to share the inclusive playground feature images previously reviewed with the Stakeholders to identify which items are preferred by the public.
 - a) Deliverables: photos of inclusive playground features to be used within survey.
- 6) **City Council Update:** BBN will update City Council by presenting the preliminary concept, with any necessary revisions, the associated costs, and the results of the survey.
 - a) Deliverables: presentation slides for the meeting.
- 7) **Proposal Solicitation:** BBN will assist City Staff in crafting a request for proposals from a selected list of playground equipment representatives. BBN will provide site-specific project parameters and identify the desired inclusive play features.
 - a) Deliverables: text and plan graphics for incorporation into the City's RFP
- 8) **Public Engagement #2:** The proposals received will be shared with the public for general feedback via a city administered Survey Monkey.
- 9) **Final Concept Direction:** At the conclusion of the second survey, BBN will organize the input received and meet with the Stakeholders to discuss the merits of each proposal. The objective of this meeting will be to select the which candidates to interview. BBN will participate in the interviews with the Stakeholders and provide input on which candidate to award the project to, along with any changes that should be considered for the winning submittal.
 - a) Deliverables
 - i) Participation and input in the Stakeholder meeting and interviews
- 10) **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 and the desired direction for the bid documents.
 - a) Deliverables
 - i) Final concept site plan and supporting images
 - ii) Projected construction costs
 - iii) PowerPoint presentation covering the scope described above

Final Design

- 1) **Bid Documents:** Based on the direction given by the city council, BBN will develop construction bid documents. This will include drawings and specifications for the proposed park improvements. 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) The project area will be divided into two construction phases that are less than (1) acre each.
 - b) Assumptions
 - i) The city will provide the front-end documents for the project manual.

- ii) The selected playground representative will design all elements within the playground's perimeter and supply CAD drawings and technical specifications to be incorporated in the bid documents. BBN will coordinate with the playground representative where the play elements interface with the surrounding environment.
 - iii) This scope excludes a Stormwater Pollution Prevention Plan (SWPPP) and a Notice of Intent to Disturb Land notifications to the Kansas Department of Health and Environment (KDHE).
 - iv) Final design of the future restroom and pavilion are excluded from this scope.
 - v) No civil engineering is included in this scope, so it is assumed that all drainage associated with the parking lot will be passive in nature.
- 2) **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, an 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 unit prices for the purpose of reviewing pay applications.
- 3) **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 ten (10) 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. BBN will respond to contractor requests for information and issue any additional documentation as necessary. BBN will also review project submittals for their conformity to the bid documents.
 - a) Deliverables: Construction administration documents and correspondence.
 - b) Assumptions
 - i) Meetings will be held bi-weekly during active construction periods and the construction duration will not extend beyond (4) months.
 - 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).
- 4) **Additional Service: Solar Power:** If any solar power is included in the project, we propose the following additional scope:
 - a) Performance spec for area of solar install, goals for solar production, etc.
 - b) Review of shop drawings, integration with electrical service
 - c) Panels and inverters would be specified by others (i.e. local solar company)

This supplemental section further defines the scope of services and fee proposal for the park improvements at Harmon 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 - HARMON PARK IMPROVEMENTS (BG300003)													
Task		Principal Arch Hrs	Principal Arch Fee	Principal LA Hrs	Principal LA Fee	Cost Estimator Hrs	Cost Estimator Fee	Arch Intern Hrs	Arch Intern Fee	BBN Hours	BBN Fee	Greg Grant Survey	Lankford Fendler
Rate		\$ 245		\$ 170		\$ 160		\$ 78					Team Fee
TOPOGRAPHIC & BOUNDARY SURVEY	0	\$ -	6	\$ 1,020	0	\$ -	0	\$ -	6.0	\$ 1,020	\$ 10,700		\$ 11,720.00
EXISTING CONDITIONS ASSESSMENT	0	\$ -	16	\$ 2,720	0	\$ -	4	\$ 312	20.0	\$ 3,032		\$ 600.00	\$ 3,632.00
COMPARABLE PLAYGROUNDS	0	\$ -	20	\$ 3,400	0	\$ -	0	\$ -	20.0	\$ 3,400			\$ 3,400.00
PRELIMINARY CONCEPT DEVELOPMENT	2	\$ 490	24	\$ 4,080	4	\$ 640	24	\$ 1,872	54.0	\$ 7,082		\$ 600.00	\$ 7,682.00
PUBLIC ENGAGEMENT #1	0	\$ -	4	\$ 680	0	\$ -	0	\$ -	4.0	\$ 680			\$ 680.00
CITY COUNCIL UPDATE	0	\$ -	5	\$ 850	0	\$ -	4	\$ 312	-	\$ 1,162			\$ 1,162.00
PROPOSAL SOLICITATION	0	\$ -	8	\$ 1,360	0	\$ -	0	\$ -	8.0	\$ 1,360			\$ 1,360.00
PUBLIC ENGAGEMENT #2	0	\$ -	2	\$ 340	0	\$ -	0	\$ -	-	\$ 340			\$ 340.00
FINAL CONCEPT	0	\$ -	20	\$ 3,400	2	\$ 320	6	\$ 468	28.0	\$ 4,188			\$ 4,188.00
EXPENSES										\$ 250		\$ 80	\$ 330.00
BID DOCUMENTS	0	\$ -	86	\$ 14,620	4	\$ 640	136	\$ 10,608	226.0	\$ 25,868		\$ 3,606	\$ 29,474.00
BIDDING	0	\$ -	8	\$ 1,360	2	\$ 320	4	\$ 312	14.0	\$ 1,992			\$ 1,992.00
CONSTRUCTION ADMINISTRATION	0	\$ -	28	\$ 4,760	0	\$ -	30	\$ 2,340	58.0	\$ 7,100		\$ 800	\$ 7,900.00
EXPENSES										250		\$ 100	\$ 350
TOTAL	2	\$ 490	227	\$ 38,760	12	\$ 1,920	208	\$ 16,224	438	\$ 57,724	\$ 10,700	\$ 5,786	\$ 74,210.00
ADDITIONAL SERVICE: SOLAR POWER	0	\$ -	2	\$ 340	0	\$ -	0	\$ -	-	\$ 340		\$ 3,360	\$ 3,700.00

Prairie Village – 2021 Park Projects
ATTACHMENT C – SUPPLEMENT FOR PROJECT FEE

Schedule of Hourly Rates

Principal Architect	\$245.00
Principal Landscape Architect	\$170.00
Cost Estimator	\$160.00
Project Architect	\$100.00
Intern Architect	\$78.00



ADMINISTRATION

Council Committee of the Whole Meeting Date: March 15, 2021

COU2021-32

Consider participating in the United Community Services *Racial Equity in Cities* Pilot Program

BACKGROUND

At the February 17, 2021 Diversity Committee meeting, Julie Brewer from United Community Services gave a presentation on the Racial Equity in Cities pilot program they are launching this year. After some discussion, a formal motion was made for the Governing Body to consider joining the pilot program. The Committee members voted unanimously for this motion.

The estimated cost in 2021 for Prairie Village to join this program will range between \$7,000 - 9,000.00. We have not confirmed on-going costs in subsequent years.

Diversity Committee Chair Inga Selders and UCS representative, Julie Brewer will provide additional details.

ATTACHMENTS - UCS Racial Equity in Cities presentation

PREPARED BY

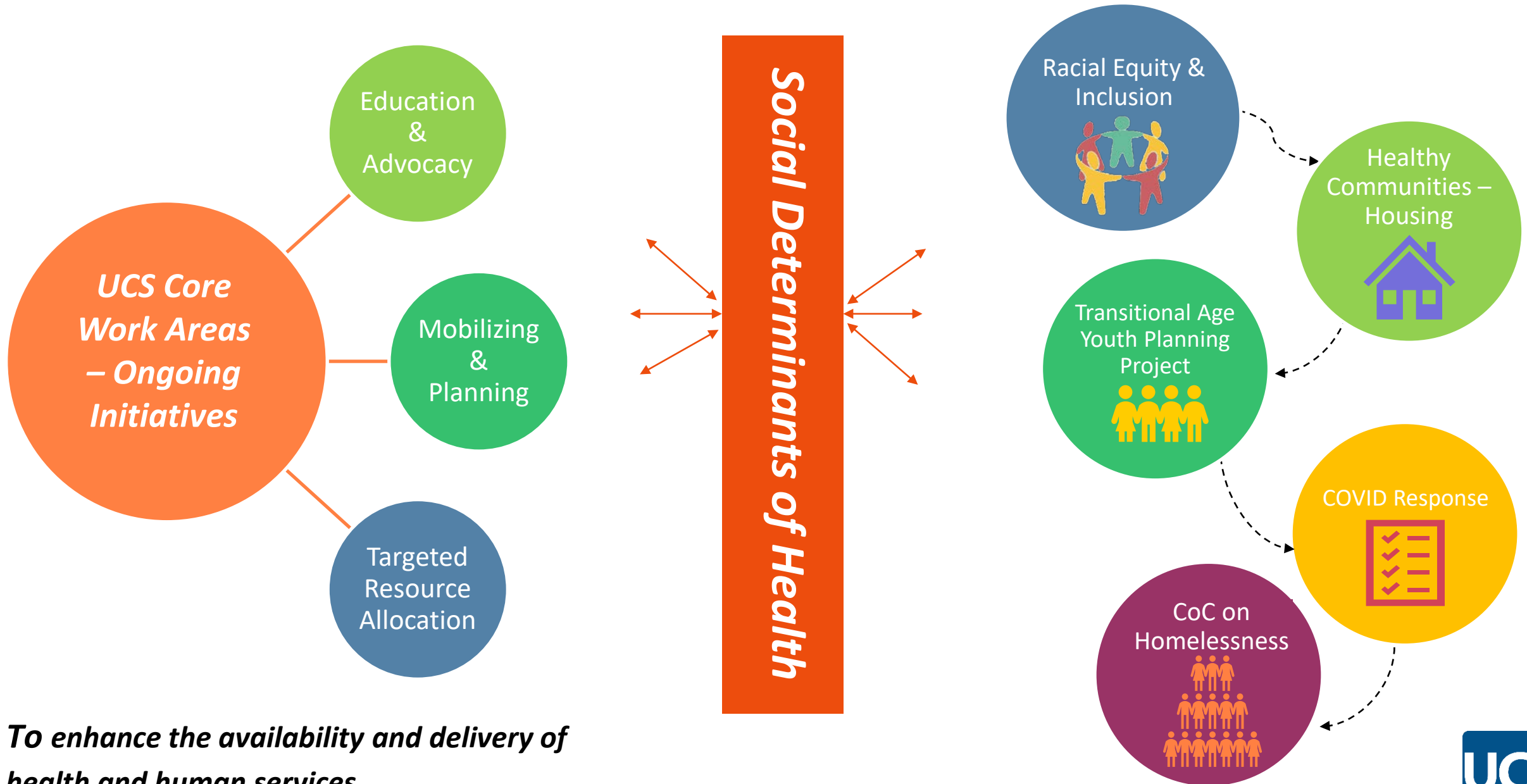
Tim Schwartzkopf
Assistant City Administrator
Date: February 23, 2021



United Community Services
of Johnson County

Racial Equity in Cities Pilot Program

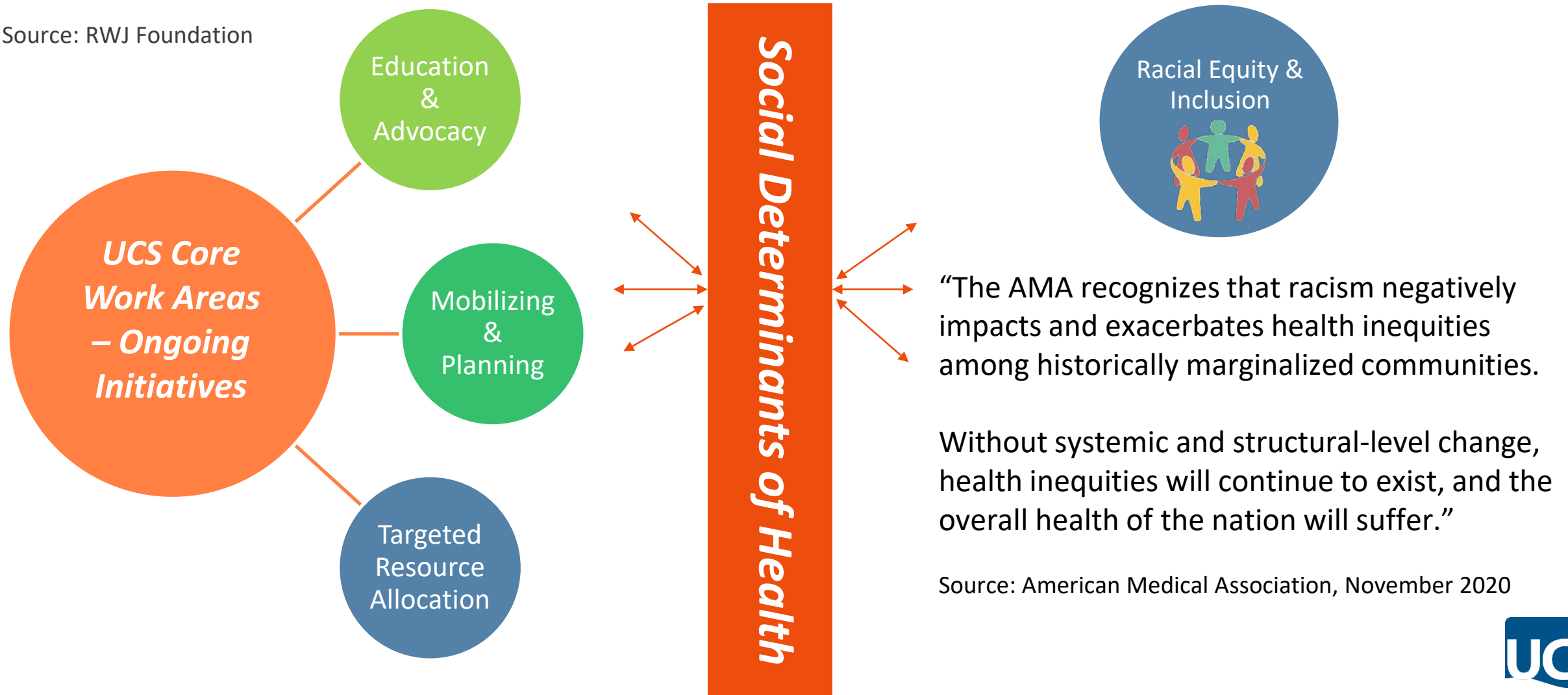
Presented by:
Kathryn Evans, UCS

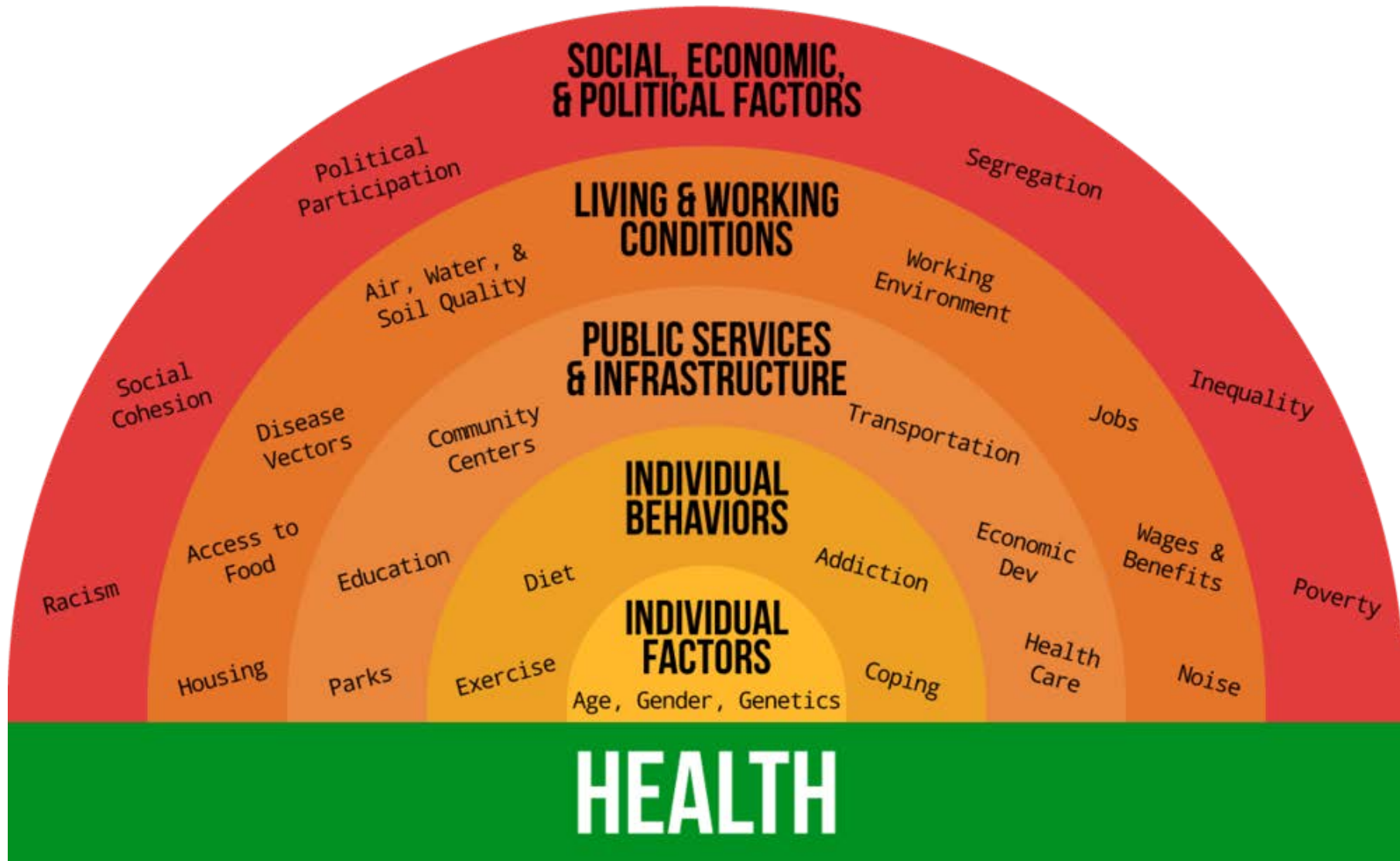


To enhance the availability and delivery of health and human services.

“Health equity means that everyone has a fair and just opportunity to be as healthy as possible. This requires removing obstacles to health such as poverty, discrimination, and their consequences, including powerlessness and lack of access to good jobs with fair pay, quality education and housing, safe environments, and health care.” (SDoH)

Source: RWJ Foundation





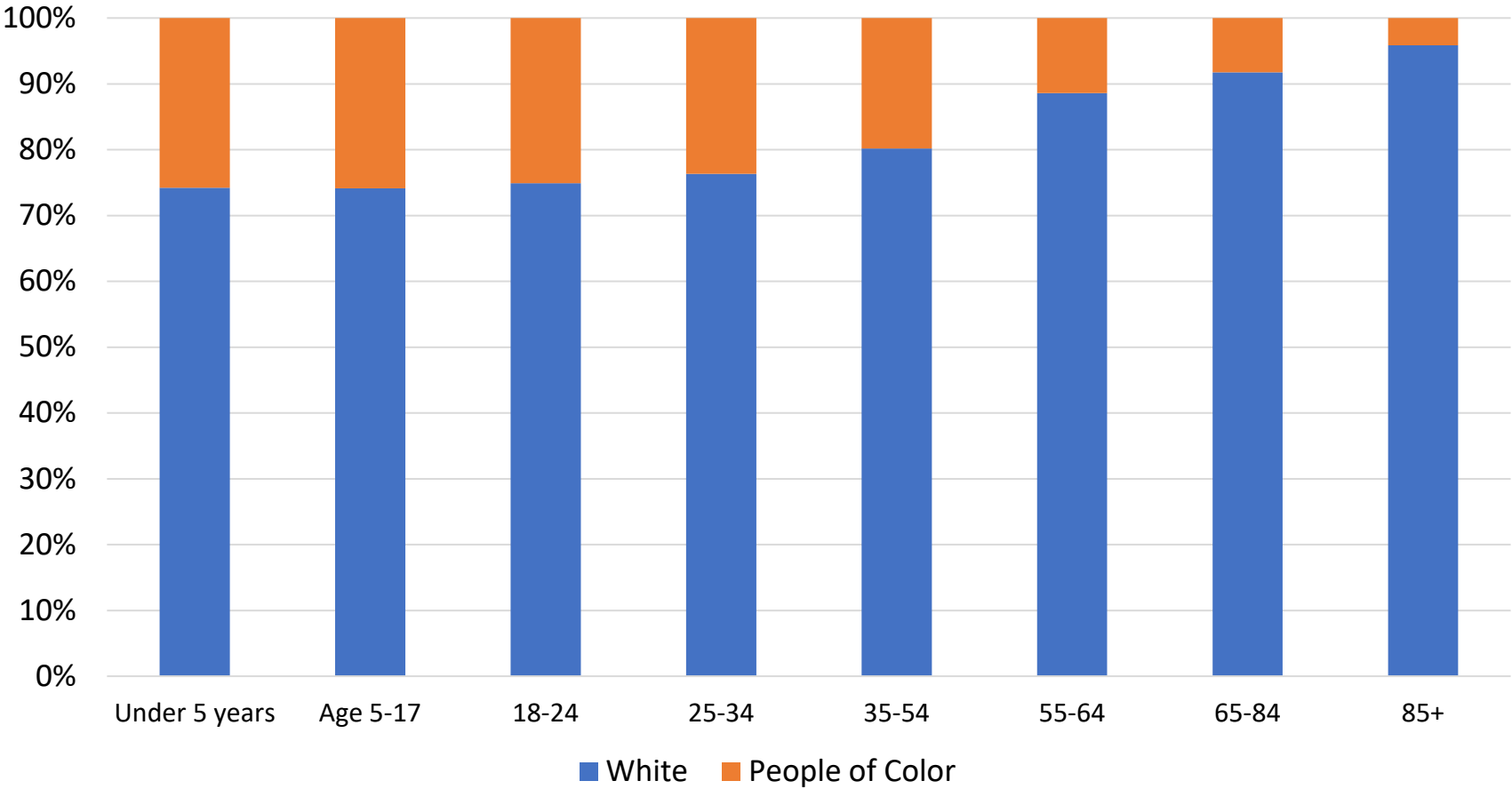
Source: Community Powered Change



United Community Services
of Johnson County

Racial Diversity by Age Group

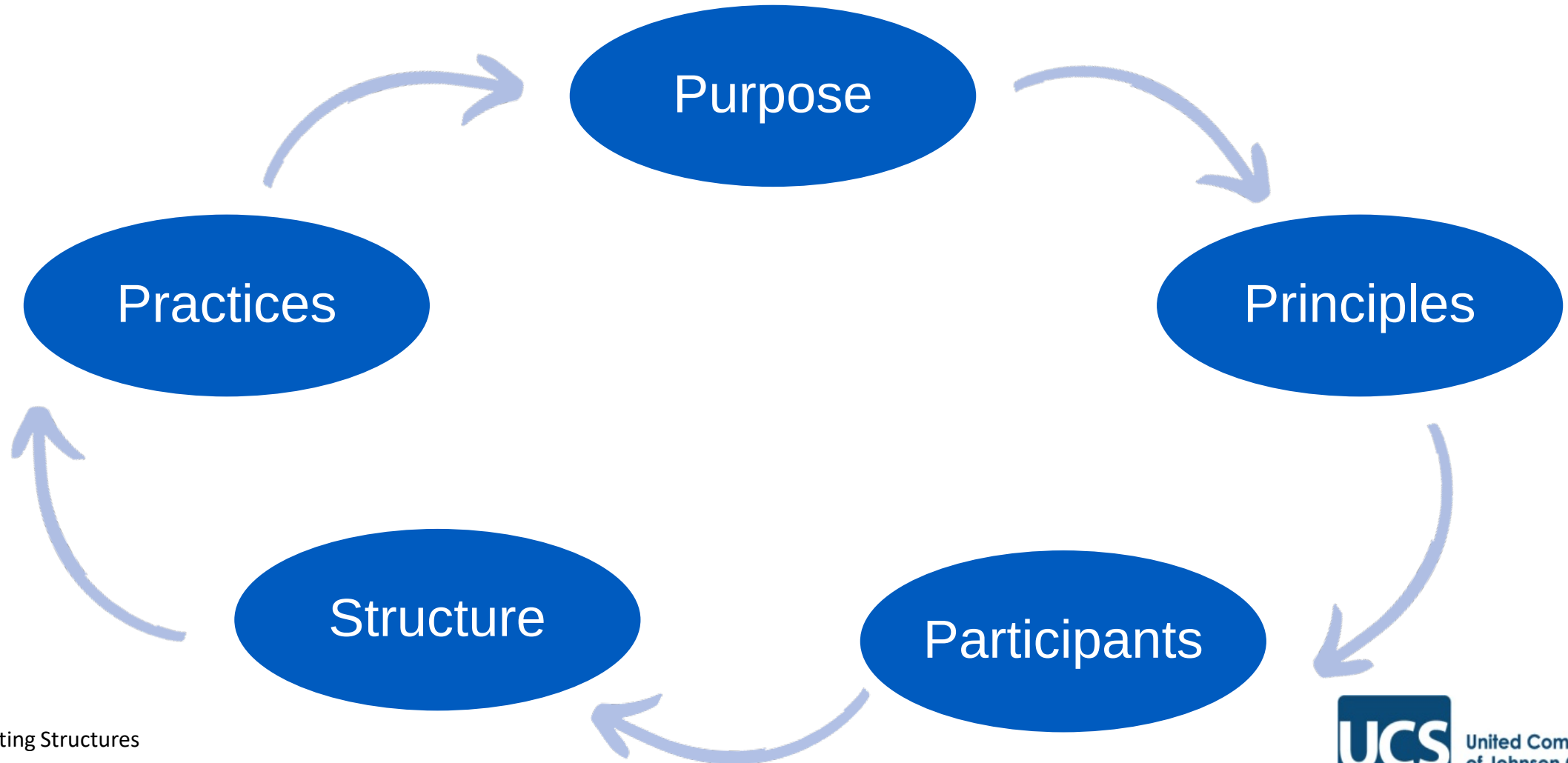
Johnson County, KS



Source: U.S. Census Bureau American Community Survey 2018

Moving from Purpose to Practice:

The Essential Elements of a Resilient and Enduring Initiative



Racial Equity and Inclusion (REI) Theory of Action

Our purpose is to support the integration of diversity, equity, inclusion and belonging into the core work of UCS.

Principles

Share Data
Tell Stories
Examine Individual Bias
Enable Dialogue
Recruit and Develop Leaders
Collaborate and Plan

Participants

Core Working Group
Thought Partners
Champions
End-Users
Resisters

Structure

A Core Working Group learns from Thought Partners and Resisters, and recruits Champions. Together, they connect with End Users from diverse sectors of the community to implement practices. Champions and Thought Partners provide learning opportunities for End Users and Resisters.

Practices

UCS will launch the Racial Equity in Cities program to provide planning support and technical assistance to local jurisdictions as they pursue racial equity, diversity, and inclusion initiatives.

UCS will conduct a climate study to identify attitudes and perspectives towards racial equity work in Johnson County among residents, policymakers and other stakeholders.

UCS will invest in anti-racism/equity education and experiences for UCS staff, board and Council of Advisors to cultivate a race equity culture at UCS.

UCS will develop and promote a framework for racial equity in public policy to local and state elected officials which will enable policy decisions that promote equitable health and economic outcomes for Johnson County residents.

UCS will educate various sectors on the history and impacts of systemic racism in Johnson County to increase knowledge of our shared history and promote a unified narrative of our community.

Early Outcomes 6 months

Commitments from jurisdictions and funders

Commitments from funders and other stakeholders

Conduct equity assessment and distribute education/training resources

A “racial equity in policy” framework in use by policymakers

Access to new sectors of the community

Intermediate Outcomes 1 year

Racial Equity in Cities program is fully institutionalized and funded

End-users are engaged and research tools deployed

Internal changes in behaviors, policies and practices

Changes in policies and practices in policymaking institutions

Increased knowledge among multisector stakeholders of our shared history

Long-Term Outcomes 3 years

Improved racial equity culture in Johnson County jurisdictions

Study research is published, continued collaboration with local government and ongoing data analysis

Improved race equity culture at UCS

UCS staff and volunteers engaged in external REI work

Improved health and economic outcomes for people of color in Johnson County

Strong narrative shared in other educational venues (i.e. school curricula, leadership programs, city/county employee training)

As a result of this work, the Johnson County community will understand history and impacts of systemic racism and prioritize initiatives that promote diversity, equity, inclusion, and belonging.

Racial Equity in Cities Program



Timeline

January and February



UCS recruits jurisdictions to participate in the Community of Practice



UCS confirms consultants and facilitators

February and March



UCS convenes the REI Thought Partners Roundtable to design the pilot program (6-8 week design phase with iterative implementation)

March through December



Quarterly convening of Community of Practice



Consultants and other thought partners provide services to jurisdictions



UCS monitors and evaluates implementation and Community of Practice outcomes



UCS convenes REI Thought Partners Roundtable quarterly to facilitate planning, learning, and evaluation

Pooled Funding

Investment from
Jurisdictions

Partial in-kind from UCS

Partial in-kind from
consultants and
facilitators

Private foundation
grants



United Community Services
of Johnson County

Questions?

kathryne@ucsjoco.org

Due to restricted access to City Hall, most meetings will be held virtually. Please continue to check <http://pvkansas.com> for access details.

MAYOR'S ANNOUNCEMENTS

Monday, March 15, 2021

Insurance Committee	03/16/2021	4:00 p.m.
Pension Board	03/18/2021	2:00 p.m.
Environmental Committee	03/24/2021	5:30 p.m.
VillageFest Committee	03/25/2021	5:30 p.m.
City Council	04/05/2021	6:00 p.m.
BZA/Planning Commission	04/06/2021	6:30 p.m.

=====

INFORMATIONAL ITEMS
March 15, 2021

1. Parks and Recreation Committee minutes - January 13, 2021
2. Planning Commission minutes - February 2, 2021
3. Arts Council minutes - February 10, 2021

PARKS AND RECREATION COMMITTEE
5:30 p.m., January 13, 2021
Zoom

MINUTES

In attendance: Chair Tucker Poling, Vice Chair Terrence Gallagher, Randy Knight, Dianne Pallanich, Diane Mares, Matt Geary, Matt Moeder; Spencer Pellant, Lauren Wolf, City staff: Meghan Buum, James Carney,

Public Participation

None

Consent Agenda

1. Minutes from November 18, 2020 — Lauren Wolf moved to approve. Matt Moeder seconded the motion and it was passed unanimously.

Reports

1. Vice Chairperson's Report
 - a. Terrence Gallagher began the meeting on behalf of Tucker Poling, who will be joining later in the evening due to a work commitment. Mr. Gallagher and Mr. Poling will be serving as our Vice Chair and Chair in 2021. They look forward to working with the committee.
2. Public Works Report
 - a. James Carney reported that the refurbishment of the Porter Park Shelter is complete. The Taliaferro Park Shelter and restroom construction will begin soon. Public Works is considering adding pickle ball lines to the Taliaferro court.

Randy Knight asked what the public input on Taliaferro Park might look like. Meghan Buum reported that she believed in would be a mixture of online engagement and in person, outdoor opportunities as public health allowed.

3. Recreation Report –
 - a. Meghan Buum reported that the Harmon Park all-inclusive playground concept that was presented at the November meeting would be coming before the City Council on Tuesday, January 19 should members want to watch the discussion via live stream.
 - b. 2021 Pool Season Planning — Ms. Buum provided an update on the planning process for the 2021 pool season. Similar to the report given at the last meeting, the goal is to open the pool in 2021. Suzanne McCullough has returned as the pool manager, with Daniel Jackson as her first assistant. Ms. Buum and Ms. McCullough are having a meeting with the City's new HR Manager on Thursday, January 14 to discuss lifeguard and operations attendant onboarding. She expects jobs to be posted this week.

The SMSD has the last day of school tentatively set for June 10 so there will be a delayed opening/reduced hours at the beginning of the season. While it would be ideal to open on weekends, we may have to use our facility to train our lifeguards on those dates.

There will be hurdles and challenges related to the pandemic to still consider this spring. The ultimate decision will be made with the health of the community in mind.

The annual recreation publication may be moved online or distributed at a different time to accommodate revised summer plans.

4. Chairperson's Report – Tucker Poling joined the meeting and introduced himself to the committee. He looks forward to serving with the committee in 2021.

Old Business

Mr. Poling reported that in 2017 the Parks & Recreation Committee created a five year Capital Improvement Plan, and he would like to evaluate the current execution of that plan, and move forward on the next phase of planning. He plans to bring that forward at the next committee meeting. Dianne Pallanich offered her support of that plan. Lauren Wolf supported it as it was a clear way to communicate future park improvements to residents, and set clear expectations in regards to timing.

New Business

1. Summer Recreation Programs — As previously discussed, due to uncertainty and timing, the agreements with JCPRD for day camp, swim lessons, and tennis and Challenger Sports for soccer have not been finalized. Substantial changes are not expected. The agreements will go straight to the City Council for approval since the committee doesn't meet again until March.

The committee was in agreement to move forward with these partnerships for the 2021 recreation season.

2. SuperPass Program — Meghan is meeting with partner cities on Thursday, January 14, 2021. Mr. Poling asked the committee for their thoughts on participating in the SuperPass Program in 2021.

The committee members discussed the likelihood that we will be in a situation with reduced attendance, and a revised operational structure. As such, it may be wise to take a break from the program this summer and rejoin in 2022.

3. Open Discussion —Mr. Poling asked the committee to share their history with the committee and their goals and priorities for the upcoming year.

Diane Mares – Has served for 20 years as the Ward One representative. Her goal is to not only keep the parks clean and accessible, but exciting and interesting with new and different equipment.

Randy Knight – Has served for three years as an at-large member, retired from JCPRD and has been involved with PV in various capacities. He'd like to see residents more engaged in caring for the parks and take more ownership in them. He looks at the community engagement in Roeland Park for R-Park as a good example.

Matt Geary – Has served six years as the Ward Five representative. He thinks this committee has handled issues responsibly as a board to help alleviate pressure on the governing body and city staff. Parks are well utilized and well maintained, in particular, the practice fields.

Lauren Wolf – Has served for six years as the Ward Three representative. She would like the committee to be able to work more closely with the Foundation to reinvigorate giving to the parks.

Spencer Pallant – Has served for three years as the Ward Two representative. As COVID continues, our park system has become increasingly important. Maintenance and accessibility is a priority.

Dianne Pallanich – Has served on the board for seven years as an at-large member. She is a walker and a swimmer. She would like to see the committee to promote the parks to the public in a more engaged way, with the committee members present.

Terrence Gallagher – Would like to provide recreational opportunities for all of our residents and ensure they feel comfortable using them. We want to continue to be a model to other communities.

Tucker Poling – Agree with all the sentiments shared. He is especially glad to see movement on the all-inclusive playground and would like to see continued progress on accessibility. Sustainability in our facilities should be a priority.

Information Items

Meeting Schedule

- Potentially February based on various timelines for recreation program decision making.
- March 10, 2021
- May 12, 2021

Adjournment

6:35

PLANNING COMMISSION MINUTES FEBRUARY 2, 2021

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, February 2, 2021 at 7:00 p.m. Due to the COVID-19 pandemic, Commission members attended a virtual meeting via the Zoom software platform. Chair Greg Wolf called the meeting to order at 7:00 p.m. with the following members present: Jonathan Birkel, James Breneman, Patrick Lenahan, Melissa Brown, Nancy Wallerstein, Jeffrey Valentino.

The following individuals were present via Zoom in their advisory capacity to the Planning Commission: Chris Brewster, Gould Evans; Jamie Robichaud, Deputy City Administrator; Mitch Dringman, City Building Official; Ron Nelson, Council Liaison; Adam Geffert, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Mrs. Wallerstein asked that a correction be made to the "Approval of Minutes" section from the January 5, 2021 meeting, adding the phrase "that was not shown." The sentence was corrected to read as follows:

"Mrs. Wallerstein asked that the concerns she raised about an additional building at the rear of the property that was not shown on the originally submitted plans for PC2020-123 be included in the minutes."

Mr. Lenahan moved for the approval of the minutes of the January 5, 2021 regular Planning Commission meeting as amended. Mrs. Wallerstein seconded the motion, which passed unanimously.

PUBLIC HEARINGS

None

NON-PUBLIC HEARINGS

PC2021-102	Site Plan Approval for Exterior Patio Fencing and Façade Va Bene Restaurant 8232 Mission Road Zoning: C-2 Applicant: Whitney VinZant
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Mr. Brewster stated that the applicant was requesting site plan approval to build an enclosed area for patio seating on the east side of the Corinth shops building. He noted that restaurants were an allowed use in the C-2 zoning district and outside patio seating was an allowed accessory use for restaurants, with some scale limitations. The application met the allowed accessory use option due to the limited scale of the seating area.

Mr. Brewster added that staff recommended approval of the fenced enclosure around the existing patio seating area as presented by the applicant.

Applicant and restaurant owner Whitney VinZant, 830 W. 54th Street, Kansas City, Mo., was present to discuss the planned addition. He said that the proposed trellises would hold lighting similar to what was installed at the BRGR restaurant, which was also located in the Corinth shopping center.

Mr. Breneman made a motion to approve the application as presented. Ms. Brown seconded the motion, which passed unanimously.

OTHER BUSINESS

Ms. Robichaud stated that a public hearing to consider the proposed tree protection ordinance would be held at the March 2 Planning Commission meeting. She added that City Council had reviewed the plan, and had not made any significant changes.

Ms. Robichaud also said that City Council had approved the Village Vision 2.0 comprehensive plan at its January 19 meeting. A Planning Commission work session would be scheduled later in the year to review the plan.

ADJOURNMENT

With no further business to come before the Commission, Chair Greg Wolf adjourned the meeting at 7:12 p.m.

Greg Wolf
Chair

PRAIRIE VILLAGE ARTS COUNCIL | MEETING MINUTES

Zoom

Wednesday, February 10, 2021

5:30 P.M.

PLANNING COMMITTEE AS A WHOLE

ARTS COUNCIL UPDATE

Daniel Andersen tendered his resignation after over a decade of service to the Arts Council. His creative leadership grew the Prairie Village Arts Council and the R.G. Endres Gallery from a \$3,000 budget to a \$40,000 budget over his 15-year tenure. Dan has also had many personal ventures over the years, and some of those have taken off over the past year, and taken away from the time he had available for the Arts Council. So, knowing that the Council is in good hands under the current leadership of City Councilwoman, and Arts Council Chair, Bonnie Limbird, he finally feels comfortable stepping down and away for a bit. He will continue to stay engaged in, and support, the activities and events of the Arts Council, but is looking forward to the break. Dan's seat isn't up for reappointment until 2022, so we will need to replace him mid-term.

Bonnie Limbird thanked Dan for his service and the solid foundation he helped build for the Prairie Village Arts Council, and wished him health and wellbeing. Dan logged off of the meeting after goodbyes and thank yous all around.

Bonnie then introduced our new Arts Council sub-committee structure. See attached for final committees after review with Council. Sherrod indicated that he would still like to be part of the ArtWalk/Public Art initiative, and Bonnie said that's absolutely still possible. Julie Hassel indicated that she and Al Guarino are a team, so will be on the same committee. Bonnie stated that she wasn't aware of that. The committee list has been updated per these comments.

Al also asked about monthly events. Bonnie confirmed that was an oversight on her part, but monthly events will still be a program, possibly in a different format post-COVID. This is another topic perfect for a retreat to brainstorm and plan the year ahead. Terrence Gallagher, new PVAC Vice Chair from City Council, and Bonnie will work on logistics of how we could possibly do a retreat sooner rather than later.

A budget committee was suggested, and Bonnie indicated that the City does our finances, so we don't need a budget committee. All we need to do is submit a budget request for approval each year, and everyone will still have input on that. Sheila stated that she had never seen a ticket sale report per event. Bonnie will follow up with her after, but staff only just gained access to the online platforms that do online ticket sales in the last two months, so those types of details would have needed to come from Daniel. We will improve this process moving forward.

PAST EVENT REVIEW

Mr. Stinky Feet Virtual Concert - Maddie Kamphaus shared Facebook Analytics on the event. We have achieved a 3125% growth in engagement since the Mr. Stinky Feet and A Patriotic Valentine Facebook ads. We've also gained over 70 new followers on our Facebook page; some due to the ads, most due to Bonnie sharing the page with all of her PV network, which she planned to review with the committee later in the planning committee. See Insights below, and know that engagement with this type of event will continue to grow online organically through re-watches and shares. Bonnie will also post to a new page on the artspv.org website.

Facebook insights:

Audience Engagement		Post Actions	i
Total Engagement	139	Total Clicks	68
Shares	3	Clicks to Play	50
Comments	128	Link Clicks	4
Reactions	8	Other Clicks	14
		Total Negative Feedback	0

Terrence shared that he had received an email from one of his Ward 6 residents that they thought the selection of MLK Jr. Day for any event at all was a poor choice due to the somber nature of the day, so we talked about this, but ultimately, we chose this day on purpose for parents and children because of the no-school day in remembrance of Dr. King, and the artist, Mr. Stinky Feet, would specifically address, and in fact ended up writing a brand new song *inspired by*, Dr. King and his contributions to civil rights.

We targeted this Facebook Ad to women ages 35-44 in the metropolitan area, and we had over 100 preschool- and elementary-aged children! Mr. Stinky Feet took requests, did shout-outs, played some old favorites, and premiered that brand new song mentioned above inspired by Dr. Martin Luther King, Jr. himself!

EVENT PLANNING

A Patriotic Valentine - Sheila Evans shared that everything is ready. She did a run-through of the technology for the Facebook Live event with the artist, Jennifer Mitchell, last week. Bonnie added the event to ArtsKC Go's event page and sent info to KCAC, Arts Council of JoCo, both PV merchants associations, KCAI, & the Shawnee Mission Post, and Maddie set up a paid Facebook Ad targeted to all age groups in the PV area. The ArtsKC group also shared it in one of their weekly "featured" emails for events to do when it's cold outside, and the Shawnee Mission Post featured it on their 'Briefly Noted' page.

Sheila asked everyone to share on their FB pages. Shelly Trewolla said she was having trouble, but Kathy recommended sharing it from her (Kathy's) page, and that should work.

Feb/March Virtual Art Show - AI reported that the show is online and ready to view. Hasna Sal has been great to work with. We have sent one eblast about the event so far, and have another one scheduled for Friday, the 12th. Will continue to publish throughout the show. Bonnie will add to the ArtsKC Go events page.

The online store has been a challenge because a standard shipping fee can not be set for these heavy glass art pieces. Julie and AI would like to pay for an extension to our website to allow for additional ways to deal with this issue. No specific request was discussed or approved.

Art of Photography - Shelly let us know that there were 38 entries last time she checked CaFÉ. Aaron Smith, professional photographer and professor of visual art and photography at JCCC, will be our AoP juror. Since this is a virtual exhibition and we don't need to frame the photographs, Shelly removed the dimension restrictions from the artwork. She received several communications from artists with questions about pricing in regards to shipping and handling. Shelly and Bonnie talked with City staff and Shelly updated the call for entry to state that the price of artworks should include the cost to ship the work. She also confirmed that the gallery commission would not come out of the shipping portion; only the actual artwork cost.

Shelly requested training on CaFÉ. She's not as comfortable with the jurying aspect of the program, and plans to reach out to Dan for assistance for AoP. Bonnie will also research more training opportunities.

ArtWalk - The Aurora III blog piece has not been published yet, though it did go out in the weekly eblast on January 29th. AI will get published ASAP. Work on more blogs to cover the 8+ pieces is ongoing. The next piece is about ready. Sherrod is working on one called, we currently think, 'Fallen Soldier'. Jessie will share PV Foundation information she gathered with Sherrod for his reference in his research. Jessie is working on 'Prairie Boy', and filling out a public art information spreadsheet requested by the Arts Council of JoCo for a database they are currently building.

State of the Arts - Need to start planning for this event. Betsy Holliday wasn't in attendance, so we tabled this for now.

Other - We tabled other topics on the agenda (Aug/Sept Virtual event & 2022 Look Ahead) due to the long meeting so far.

MARKETING

Web hosting service comparison to replace Wan Security - AI and Julie didn't come prepared to present market research for alternative web hosting as previously discussed at January meeting (hostgator, etc.). See business meeting for further discussion.

Marketing Content Calendar - Maddie presented a new working Google Sheet that will be accessible to all committee members for tracking and executing our marketing activities. See attached for screenshot. Jessie asked if we could include links, and Maddie said the potential for this shared document is endless. Bonnie has already added columns for advertising outlets with the contact information included. She will also add a column for event links. Sheila suggested adding info for target audiences. Bonnie will add.

Maddie further explained that this will help us not have to recreate the wheel for each event, track and compare our measurements for different events and who we're attracting (since we don't know for sure who our audience is right now - we've never surveyed or measured it), and begin segmenting our audiences for future communications.

In consideration of our committee members with other responsibilities, the Planning Committee as a Whole tabled further agenda items, and the meeting was **adjourned** at 6:52 P.M.

BUSINESS MEETING

Our chairperson, Bonnie Limbird, called this evening's meeting to order at 6:52 pm. Council members present via Zoom were Sheila Evans, Sherrod Taylor, AI Guarino, Julie Hassel, Shelly Trewolla, Jessie Cartwright, Paul Tosh, Maddie Kamphaus (had to leave meeting after Consent Agenda to see her family), Terrence Gallagher, and Bonnie Limbird (had to leave meeting after Consent Agenda for a previous commitment).

AI & Julie moved and seconded respectively to add discussion about a new \$600 contract for David Tai to the New Business section of the **Agenda**. Since our chairperson previously indicated we would not be contracting anymore with David Tai, she recommended on this date that we not add this to the agenda as it would not be approved by City staff or the Mayor. After a vote of 7-3, this item was added to the agenda. The full agenda was subsequently approved unanimously.

Public Participation Nobody was present at the online meeting for public participation.

The **Consent Agenda** was unanimously approved.

- a. Approval of the January 2021 meeting summary.

City Council Report – Terrence shared a report on recent City Council activity including the continuing move toward a 2021 pool season.

Old Business

- a. **Consider new web server service** - No service comparisons were presented at today's Planning Meeting for possible consideration during this Business Meeting. Arts Council had already voted informally for this to occur at the January meeting, but voted again formally at this meeting to approve Julie & AI researching alternative services to replace Wan Security.

Paul Tosh shared that getting multiple prices from multiple companies is a best practice and we should have that information to be presented to Arts Council by our next (March) meeting. The comparison may include Wan Security if they choose to significantly decrease their fee and update their services to meet our 2021 needs.

This month we were told this contract was paid up through July, while in January we were told that we were only paid up through April. While researching service providers, Julie & AI also need to get to the bottom of our current paid contract term and advise Arts Council at the next meeting.

New Business

- a. **Consider budget for ArtWalk 2021** - Since Bonnie had to leave the meeting, she was not present to explain this proposal. No vote was taken; however, Paul did offer his graphic design services and printing contact connections, and Kathy Clark suggested getting info on ArtWalk into the Village Voice. Bonnie will provide the Village Voice deadlines again that City staff has provided to the previous marketing committee in the past. Jessie will work on a teaser post for the next Village Voice and send it to Bonnie to talk with our City PIO about.
- b. **Consider a new \$600 contract for David Tai** - This request is to approve the cost of time not to exceed \$600 from an outside contractor to add additional online sales features outside of our FlipCause website. Shelly asked what features this was adding, and Julie explained that it would make us more like Amazon.com with shopping carts to allow and to calculate shipping for the heavy pieces and increase our sales potential nationwide.

Terrence shared that there are a lot of eCommerce sites out there that already exist, and that we need to explore what those other services are and how much they will cost to make sure we're getting the best value for the best price.

Julie said they reached out to FlipCause, our web host, and they can't do that service yet, and she doesn't know how to do that type of research.

Terrence asked for any comments from other council members about this approach of getting multiple options to compare. Sheila found a list of the Top 5 eCommerce service sites after a quick Google search that she will share with the whole Arts Council. No other comments were noted.

AI called a point of order that there was a motion on the floor to contract with David Tai, and he stated that \$600 is a relatively small amount for the Arts Council to spend. There was no additional discussion.

Arts Council voted 2-5 (only 7 members present at this time) to reject a new contract with David

Tai without looking at different companies or doing a cost analysis.

After additional discussion, Arts Council members did approve for Julie & Al to do market research to find off-the-shelf services to provide this type of application.

There being no further items on the business meeting agenda, it was moved and seconded to close the meeting. Terrence adjourned the business meeting around 8:00 PM.

END

Attachments:

1. 2021 Subcommittees
2. Marketing spreadsheet snapshot
3. Village Voice submission deadlines