

The public may attend the meeting in person or view it online.

**City Council Meeting Agenda
City of Prairie Village
Council Chambers
Monday, July 20, 2026
6:00 PM**

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Approval of the Agenda

V. Introduction of Students and Scouts

VI. Presentations

VII. Public Participation

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email cityclerk@pvkansas.com prior to 3 p.m. on the meeting date. Comments will be shared with Councilmembers prior to the meeting.

VIII. 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.

- A. Consider approval of regular city council meeting minutes - July 6, 2026
- B. Consider approval of a contract with McAnany Construction for the 2026 CARS project
ROAV0008 - Roe Avenue from 63rd Street to 83rd Street
- C. Consider agreement with Integrity Locating Services for underground line location services
related to the streetlight system
- D. Consider approval of Municipal Complex Project, Phase 1 - Police Department furniture
package
Keith Bredehoeft

IX. Committee Reports

- A. Consider ordinance to rezone 4200 West 79th Street
Nickie Lee
- B. Consider Final Plat for 4200 West 79th Street
Nickie Lee

X. Mayor's Report

XI. Staff Reports

XII. Old Business

XIII. New Business

- A. 83rd Street modifications
Keith Bredehoeft

- B. Consider approval of the residential solid waste and recycling services agreement with GFL Services for collection operations beginning January 1, 2027.
Wes Jordan
- C. Consider charter ordinance designating official publications for legal notices
Adam Geffert

XIV. Council Committee of the Whole (Council President presiding)

- A. Discuss amendments to the adopted 2018 International Energy Conservation Code
Nickie Lee

XV. Informational Items

- A. Upcoming meetings and events

XVI. Adjournment

If any individual requires special accommodations – for example, qualified interpreter, large print, reader, hearing assistance – in order to attend the meeting, please notify the City Clerk at 913-385-4616, no later than 48 hours prior to the beginning of the meeting.



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
JULY 6, 2026**

The City Council of Prairie Village, Kansas, met in regular session on Monday, July 6, at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the city clerk with the following councilmembers in attendance: Ron Nelson, Andy Logan, Shelby Bartelt, Nathan Vallette, Tyler Agniel, Betsy Lawrence, Ian Graves and Jim Sellers. Staff present: Eric McCullough, Chief of Police; Keith Bredeoeft, Public Works Director; City Attorney Alex Aggen, Hunter Law Group; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Meghan Buum, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mayor Mikkelson noted that the agenda had been amended, and that both the building code amendment discussion and the 83rd Street modification discussion would be moved to the July 20 agenda.

Mr. Sellers made a motion to approve the amended agenda as presented. The motion was seconded by Ms. Lawrence and passed 8-0.

INTRODUCTION OF STUDENTS AND SCOUTS

No students or scouts were present at the meeting.

PRESENTATIONS

Chief McCullough presented police department awards to officers involved in two separate incidents. Officers Steve Steck and Drew O'Neill were given the department's Lifesaving Award, and Officers Casey Dalton, Carlos Rosales, and Brent Groves were given the Police Meritorious Service Award.

PUBLIC PARTICIPATION

- Alan Bauman, Ward 2, expressed his support for increasing home energy efficiency standards in the city's building code.
- Anne Melia, Ward 6, stated that she supported the city's proposed 2027 budget, as well as increasing home energy efficiency standards.



- Sean Kavanaugh, Ward 4, shared concerns about the condition of some rental properties in the city. He also voiced concern about a lack of available seating at the pool complex.

*****Councilmember Nick Reddell joined the meeting via Zoom during public participation.***

CONSENT AGENDA

Mayor Mikkelson asked if there were any items to be removed from the consent agenda for discussion:

1. Consider approval of regular city council meeting minutes - June 15

Mr. Nelson made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: “aye”: Nelson, Logan, Bartelt, Vallette, Agniel, Reddell, Lawrence, Graves, Sellers. The motion passed 9-0.

COMMITTEE REPORTS

- Mr. Sellers thanked staff and members of the VillageFest committee for their efforts in planning the annual event.

MAYOR'S REPORT

- The Mayor shared information about events that had taken place since the prior council meeting:
 - The English soccer team had won its recent game against Mexico in the World Cup
 - A ribbon-cutting event at the Casa Ama restaurant in the Corinth shops
 - The diversity committee's Juneteenth event on June 19
- The Mayor shared information about the following upcoming events:
 - A call with First Washington to address parking concerns at the Village shops
 - A groundbreaking ceremony for the new city hall building on July 10
- The Mayor also noted that a new executive director had been selected for the Mid-America Regional Council

STAFF REPORTS

- Mr. Jordan stated that the proposed solid waste contract with GFL would be presented to council at its July 20 meeting.
- Chief McCullough noted that the police department's six-month crime statistics were included in the meeting packet.



OLD BUSINESS

There was no old business to come before the council.

NEW BUSINESS

Consider Resolution 2026-02 of the city's intent to exceed the revenue neutral rate and establishing the date and time of a public hearing for the 2027 budget

Mr. Hannaman said that the council and staff had worked to develop the 2027 budget over the past several months, and that council had approved the preliminary budget on June 15. The proposed budget would include the same level of services as the 2026 budget, and maintain the same mill rate of 18.057, though the final mill rate could vary slightly based on the results of ongoing appraisal appeals.

Per K.S.A. 79-2988, the proposed budget requires a revenue neutral rate hearing to exceed the rate provided by the county clerk. During the 2021 legislative session, the tax lid was removed and the legislature enacted SB13 and HB2104, establishing new notice and public hearing requirements if a proposed budget would exceed the property tax levy's revenue neutral rate.

The revenue neutral rate is the tax rate in mills that would generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation. In Prairie Village, the revenue neutral rate for 2027 would be 16.973 mills; since the proposed budget necessitates 18.057 mills, a public hearing is required. The public hearing is anticipated to be held at the regular council meeting on Tuesday, September 8, 2026. The budget public hearing and adoption of the 2027 budget would immediately follow the revenue neutral rate hearing. Approval of the resolution would authorize the publishing of both the budget and revenue neutral rate public hearings.

Ms. Lawrence made a motion to approve a resolution of the city's intent to exceed its "revenue neutral rate," establishing the date and time of a public hearing on such matter, and providing for the giving of notice of such public hearing. The motion was seconded by Mr. Agniel and passed 8-1, with Mr. Reddell in opposition.

COUNCIL COMMITTEE OF THE WHOLE

There was no business to come before the council committee of the whole.

INFORMATIONAL ITEMS

Informational items were included in the council meeting packet.

ADJOURNMENT

Mayor Mikkelsen declared the meeting adjourned at 6:35 p.m.



PRAIRIE VILLAGE
KANSAS

Adam Geffert
City Clerk



Consent Agenda: Consider approval of a contract with McAnany Construction for the 2026 CARS project ROAV0008 - Roe Avenue from 63rd Street to 83rd Street

Recommendation

Move to authorize the Mayor to sign the construction contract with McAnany Construction for the 2026 CARS Program - ROAV0008 in the amount of \$878,000.00.

Background

This project is part of the City's annual County Assistance Road System (CARS) Program. The project includes asphalt pavement maintenance using either a 2-inch mill and overlay or an Ultra-Thin Bonded Asphalt Surface (UBAS) overlay, depending on the location, as well as concrete curb and sidewalk repairs on Roe Avenue between 63rd Street and 83rd Street.

The City Clerk opened bids on June 24, 2026. Two bids were received:

Superior Bowen \$879, 773.30

McAnany \$878,000.00

Construction Inc.

Engineer's Estimate \$1,098,240.50

Staff has evaluated the bids for accuracy and recommends awarding the project to McAnany Construction. McAnany Construction has constructed a number of projects for the City and performed well.

An interlocal agreement with Johnson County was previously approved by the City Council on January 5, 2026. Under the agreement, Johnson County will fund 50% of the construction costs, up to a maximum contribution of \$649,000. Funding is provided through the County Assistance Road System (CARS) Program.

The construction contract will be awarded in the amount of \$878,000. Approval also includes change order authorization of up to \$50,000 to allow for timely approval of field changes necessary to complete the project. The Public Works Director will have the authority to approve all change orders within the authorized amount.

Fiscal Note

Funding is available in the CIP Project ROAV0008.

Attachments

1. ROAV0008 CONSTRUCTION AGREEMENT_McAnany

Prepared By

Cliff Speegle, Senior Project Manager
July 10, 2026

CONSTRUCTION AGREEMENT



**ROAV0008
CARS 320001533**

**ROE AVENUE
FROM
63RD STREET TO 83RD STREET**

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

McANANY CONSTRUCTION, INC.

CONSTRUCTION CONTRACT
FOR
ROAV0008 | ROE AVENUE FROM 63RD STREET TO 83RD STREET

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
McANANY CONSTRUCTION, Inc.

THIS AGREEMENT, is made and entered into this ____ day of _____, 2026, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and McAnany Construction, Inc. , hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project ROE AVENUE FROM 63RD STREET TO 83RD STREET , (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.
- 3.2 All time limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified

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

the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.

- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.
- 3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of Eight Hundred and Seventy Eight Thousand **DOLLARS (\$ 878,000.00)** for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

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

6. PROJECT MANAGER

- 6.1 It is mutually agreed by and between the parties to this Agreement that the Project Manager shall act as the representative of the City and shall observe and inspect, as required, the Work included herein.
- 6.2 In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Agreement that the Project Manager shall, in good faith and to the best of its ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that the Project Manager shall determine, where applicable, questions in relation to said Work and the construction thereof; that Project Manager shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Project Manager's decisions and findings shall be the conditions precedent to the rights of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Project Manager render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Project Manager and with the other party, within thirty (30) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question to determination in the future.
- 6.3 The Project Manager, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in this Contract. The Project Manager shall be the City's representative from the effective date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Contract. The City and Project Manager may, from time to time, designate Inspectors to perform such functions.
- 6.4 The City and the Contractor shall communicate with each other in the first instance through the Project Manager.
- 6.5 The Project Manager shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Project Manager shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities

specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

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

- 6.14 The Project Manager will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.
- 6.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.
- 6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.
- 6.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.
- 6.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.
- 6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

7. WORK SCHEDULE:

- 7.1 The Work is comprised of one large project (sometimes referred to as "**Total Project Work**") and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as "**Project Segments**." A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.
- 7.2 At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a schedule ("**Work Schedule**") setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.
- 7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action.

Payments or portions of payments may be withheld by the City upon failure to maintain scheduled progress of the Work as shown on the approved Work Schedule.

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

8. DELAYS AND EXTENSIONS OF TIME

- 8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.
- 8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would

affect the fabrication or delivery of materials and/or equipment to the Work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but it shall in such cases be entitled to such extension of the time specified for the completion of the Work as the City and the Project Manager shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Project Manager in writing within one (1) week from the time when any such alleged cause for delay shall occur.

9. ADVERSE WEATHER:

- 9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.
- 9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.
- 9.3 “**Adverse Weather**” is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday.
- 9.4 “**Unusually Severe Weather**” is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.
- 9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:
- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
 - The Unusually Severe Weather actually caused a delay to the completion of the Work.
 - The delay must be beyond the control and without fault or negligence by the Contractor.
- 9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor's Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

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

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

- 9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.
- 9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be

calculated chronologically from the first to the last day of each month, and be recorded as full workdays.

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

10. LIQUIDATED DAMAGES

- 10.1 Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion within the Contract Time is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the Contract Time for the Total Project Work or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.

- 10.2 Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Work Schedule approved by the City, the City may, at its option and without Contractor receiving any additional compensation therefore, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as City may deem necessary or desirable. In addition, City, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by City, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or City may make demand on Contractor for reimbursement of such costs.

11. PAYMENT PROCEDURE

- 11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.
- 11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.
- 11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.
- 11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.
- 11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the

City for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.

- 11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.
- 11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.
- 11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:
- Defective Work not remedied by the Contractor;
 - Claims of third parties against the City or the City's property;
 - Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
 - Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
 - Evidence that the Work will not be completed in the time required for substantial or final completion;
 - Persistent failure to carry out the Work in accordance with the Contract;
 - Damage to the City or a third party to whom the City is, or may be, liable;
 - Evidence that the Work is not progressing according to agreed upon schedule by both parties.
- 11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.
- 11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

12. COMPLETION AND FINAL PAYMENT

- 12.1 Upon Total Completion, when the Contractor is ready for a final inspection of the Total Project Work, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the

remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.

- 12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.
- 12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.
- 12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

13. CLAIMS BY THE CONTRACTOR

- 13.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.
- 13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give

such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

- 13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).
- 13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.
- 13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control including delays resulting from the COVID-19 pandemic or any similar event, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.
- 13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense,

which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.

- 13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers, normal weather conditions, the COVID-19 pandemic or any similar event, or otherwise provided, however, such hindrances and delays could be anticipated by Contractor at the time of execution. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.
- 13.12 Notwithstanding the foregoing or anything in the Contract to the contrary, Contractor acknowledges and agrees that the work, and the performance thereof, may be subject to current and future governmental orders or directives regarding safety protocols related COVID-19 or similar event, and Contractor agrees that all Work shall be performed in accordance with the same, including but not limited to directives regarding social distancing, hygiene and other efforts to slow the spread of COVID-19 or similar event. Failure of Contractor to comply with such order or directive shall be deemed an event of default under this Contract, and City shall not be responsible for any increase in the Contract Sum or the Contract Time related to City's enforcement of such orders or directives, or Contractor's failure to comply with such orders or directives. If Work on the Critical Path is delayed due to COVID-19 or similar event reasons outside the control of the contractor, an equitable adjustment in the Contract Sum and/or the Contract Time shall be made to the Contract as the City may reasonably decide.
- 13.13 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas.

14. CHANGES IN THE WORK

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

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

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

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

15. INSURANCE AND BONDS.

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

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

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

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

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

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

Limits -

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

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

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

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

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

- 15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:
- A. Cover all subcontractor's in its insurance policies, or
 - B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.
- Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.
- 15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.
- 15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.
- 15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.
- 15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

16. INDEMNITY

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

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

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

17. SUCCESSORS AND ASSIGNS

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

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

18. NON-DISCRIMINATION LAWS

- 18.1 The Contractor agrees that:
- A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
 - B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
 - C. The Contractor further 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 sexual orientation or gender identity. If the City determines that the Contractor 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. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.
 - D. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it

may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

- E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
- F. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
- G. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

- 18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

19. FEDERAL LOBBYING ACTIVITIES

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

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

20. RELATIONS WITH OTHER CONTRACTORS:

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

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

21. RIGHT OF CITY TO TERMINATE

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

22. MISCELLANEOUS:

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

if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.

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

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

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

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

CITY OF PRAIRIE VILLAGE_____
(typed company name)By: _____
(signed)By: _____
(signed)Eric Mikkelson_____
(typed name)Mayor_____
(typed title)City of Prairie Village_____
(typed company name)7700 Mission Road_____
(typed address)Prairie Village, Kansas 66208_____
(typed city, state, zip)913-385-4647 (Public Works)_____
(typed telephone number)_____
(date of execution)_____
(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Adam Geffert_____
City Attorney, Alex Aggen

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

GENERAL CONSTRUCTION PROVISIONS

1. DEFINITIONS: Capitalized terms not defined herein shall have the meanings set forth in the Construction Contract for the Project dated _____, 2026.
 - 1.1. Following words are given these definitions:

Alternate Bid or alternate is an amount stated in the bid to be added to or deducted from the amount of the base bid, if the corresponding change in the work, as described in the Bid Documents, is accepted.

Base Bid is the sum stated in the bid for which the bidder offers to perform the work described in the Project Manual, without inclusion of any alternate bids.

Concrete shall mean Portland cement concrete.

Day shall mean a calendar day unless otherwise described.

Pavement shall be a rigid or flexible type riding surface placed upon a previously prepared sub-grade or base.

Street shall mean the whole area of any roadway within the right-of-way limits.

Sub-Grade shall be that portion of the construction area which has been prepared, as specified, and upon which a layer of specified material, base, sub-base course, pavement or other improvement is to be placed.

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

- 1.7. All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

2. ABBREVIATIONS

- 2.1. Wherever in this Project Manual the following abbreviations are used, they shall be understood to mean as follows. The serial designation of each reference shall be the latest year of adoption or revision, unless otherwise specified. See the plan sheet for the material abbreviation's legend.

AAN	-	American Association of Nurserymen
AASHTO	-	American Association of State Highway & Transportation Officials
ACI	-	American Concrete Institute
AGC	-	Associated General Contractors of America
AIA	-	American Institute of Architects
ANSI	-	American National Standards Institute
APWA	-	Kansas City Metropolitan Chapter of the American Public Works Association
ASCE	-	American Society of Civil Engineers
ASLA	-	American Society of Landscape Architects
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society for Testing Materials
ATSSA	-	American Traffic Safety Services Association
CARS	-	Johnson County Assistance Road System
CRSI	-	Concrete Reinforcing Steel Institute
FHWA	-	Federal Highway Administration - Department of Transportation
ISSA	-	International Slurry Seal Association
ITE	-	Institute of Traffic Engineers
KCMMB	-	Kansas City Metropolitan Materials Board
KDOT	-	Kansas Department of Transportation
MCIB	-	Mid-West Concrete Industry Board, Inc.
MUTCD	-	Manual on Uniform Traffic Control Devices for Streets & Highways
NEC	-	National Electrical Code, National Fire Protection Association
NEMA	-	National Electrical Manufacturers Association
SAE	-	Society of Automotive Engineers

3. Standard Detailed Specifications

- 3.1. The first level of reference for standard detailed specifications shall be those promulgated by the City of Prairie Village, KS, Public Works Department.
- 3.2. The second level of reference will be the current edition of the standard detailed specifications of the American Public Works Association (APWA) Kansas City Metro Chapter.
- 3.3. The third level of reference will be the latest edition of the Kansas Department of Transportation "Standard Specifications for Road and Bridge Construction".
- 3.4. For traffic specifications, the latest edition of the Manual On Uniform Traffic Control Devices as published by Federal Highway Administration.
- 3.5. All reference material shall be the latest edition for this project as though fully set forth herein, except as modified or superseded by these construction specifications.

4. Drawings To Be Furnished By Contractor

- 4.1. The Contractor shall furnish all shop, fabrication, assembly, foundation, and other drawings required by the Project Manual, including but not limited to, drawings of equipment and devices, offered by the Contractor for review of the Project Manager, in sufficient detail to show adequately the construction and operation thereof.
- 4.2. Drawings submitted for consideration by the Project Manager shall show the essential details of any change in design of construction proposed by the Contractor in lieu of design or arrangement required by the Contract, or any item of extra work, and all required wiring and piping layouts.
- 4.3. No less than three (3) copies (one for Contractor, one for Project Manager, and one for on site as-builts) of each such drawing shall be submitted to the Project Manager for checking and review.
- 4.4. The Contractor shall maintain at the site modified drawings recording the dimensions and other pertinent details of the work and any changes in the work.
- 4.5. No work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its subcontractor, be purchased until the drawing or drawings therefore have been reviewed as stipulated, except at the Contractor's own risk and responsibility.
- 4.6. The Project Manager's review of drawings submitted by the Contractor will be for general conformity to the Project Manual and will not constitute a blanket approval of all dimensions, quantities, and details of the material or equipment shown, nor shall such review relieve the Contractor of responsibility for errors contained in such drawings. Project Manager's review shall not constitute approval of safety precautions, construction means or methods.

5. Responsibility Of Contractor

- 5.1. The Contractor shall furnish all transportation, tools, equipment, machinery, and plant, and all suitable appliances, requisite for the execution of the Project Manual and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof including responsibility for hazardous materials.
- 5.2. The Contractor will use equipment and tools suitable for the work. All equipment and tools will be in near-original working condition.
- 5.3. The Contractor shall cover and protect his/her Work from damage and all injury to the same from any source.
- 5.4. The Contractor shall be solely answerable for all damage to the City or the property of the City, to other contractors or other employees of the City, to the neighboring premises, to any person or to any private or personal property, due to improper, illegal, or negligent conduct of Contractor or his/her subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided.

- 5.5. The Contractor shall be responsible to the City for defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.
- 5.6. The Contractor shall notify all affected utilities of the work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected underground facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be at the Contractor's risk.
- 5.7. The project site shall be kept clean, neat, and orderly as possible at all times. Stockpiling of debris and unsuitable materials beyond normal working demands shall not be allowed. Immediately after construction operations are complete, all equipment, debris and unsuitable materials shall be completely removed from the site in order to minimize the damage to finished work and inconvenience to the public and adjoining property owners. The work site shall be left "broom clean" at the end of each workday and in case of dispute the City may clean the site and charge the Contractor.
- 5.8. The Contractor shall take precaution to ensure that excessive dust does not become airborne during any construction activities. The Contractor shall comply with all State and Federal regulations that apply to airborne matter in the geographic area of the Work. When directed by the Project Manager, the Contractor shall take immediate and appropriate dust control measures satisfactory to the Project Manager.
- 5.9. The Contractor shall not allow the site of the work or neighboring properties to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition on a daily basis throughout the construction period. The City, or the Project Manager on the City's behalf, shall have the right to determine what is or is not trash or waste material.
- 5.10. On or before the completion of the work the Contractor shall, without charge therefore, carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by the Contractor, and shall remove all rubbish of every kind from the tracts or grounds which it has occupied and shall leave them in first-class condition. Any trash receptacles on the site shall be covered.
- 5.11. The Contractor shall take whatever steps necessary to provide access for the City and the Project Manager to the Work at all times from commencement of the Work through final completion.
- 5.12. The Contractor alone shall be responsible for the safety, adequacy and efficiency of its plant, equipment, and methods, and for the means, methods, techniques, sequences and procedures of construction.
- 5.13. The review of the Project Manager of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefore, and such review shall not be considered as an assumption by the City, Project Manager, or any officer, agent, or employee thereof, of any risk or liability.
- 5.14. The Contractor is admonished that the crews will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

- 5.15. All operations of the Contractor shall be conducted within the right-of-way of the roadway or established easements and the limits of the earthwork and grading, as shown on the Plans. While working under this contract, no agreement shall be made between Contractor and resident, as it pertains to any additional work on private property not paid for by the City.

6. Safety Rules

- 6.1. The Contractor shall be responsible for enforcing safety rules to assure protection of the employees and property of the City, to assure uninterrupted production and to assure safe working conditions for the Contractor and Subcontractors and their employees and to assure the safety of the general public.
- 6.2. In addition to any other rights the City might exercise, the Contractor and/or Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused reentry.
- 6.3. The Contractor is expected to establish and enforce a comprehensive safety program on this project for the protection of its personnel, its Subcontractor's personnel, City's employees and all other persons exposed to hazards resulting from the Contractor's operations. As a minimum requirement, the Contractor shall review and discuss the details of its program with the City at the first project meeting. The items to be covered shall include, but not necessarily be limited to:
- Personal protective equipment;
 - First aid-personnel and facilities;
 - Arrangements for medical attention;
 - Sanitary facilities;
 - Fire protection;
 - Signs, signals, and barricades;
 - Security regulations;
 - Safety inspections;
 - Designation of persons responsible for the program;
 - Reporting forms and procedures;
 - Material handling and storage;
 - Lines of communication;
 - Determination of potential hazards;
 - Personnel safety meetings and education;
 - Access to work areas;
 - Subcontractors involvement in the program;
 - Inspections and corrective action
- 6.4. The Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the project site not yet incorporated in the Work, City's property and adjacent property.
- 6.5. The Contractor shall comply with all instructions from the City regarding prevention of accidents, fires or for the elimination of any unsafe practice and shall observe all the applicable recommendations of the National Fire Protection Association Standard No. 241 (or other, later revision) "Standards For Safeguarding Building Construction and Demolition

Operations”.

- 6.6. The Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. It shall designate a responsible member of its organization on the project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the City by the Contractor.
- 6.7. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Project Manager or City, is obligated to act, at its discretion, to prevent threatened damage, injury, or loss.
- 6.8. The Contractor shall give prompt written notice of any significant changes in the Work or deviations from the Project Manual caused or necessitated by the emergency. A Change Order shall thereupon be issued covering the changes and deviations involved in such bona fide emergency. If Contractor believes that additional work done in an emergency, which arose from causes beyond its control, entitles it to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim therefore as provided herein.
- 6.9. The Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc., which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment, and the position of cranes. The Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not the City shall have reviewed said plan.
- 6.10. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such work to be done and materials to be furnished at places, as the City may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills thereof, such costs shall be deducted from any amounts due or to become due the Contractor.
- 6.11. The performance of such emergency work shall in no way relieve the Contractor of responsibility for damages, which may occur during or after such precaution has been duly taken.

7. Approval of Equals

- 7.1. “Approved Equals”, where permitted by the Project Manual or otherwise made feasible by market conditions, shall be approved as follows:
 - 7.1.1. The Contractor shall notify the City in writing if it elects to use an approved equal specifically

named in the Project Manual.

- 7.1.2. If the Contractor desires to use an “equal” not specifically named in the Project Manual, it must inform the City and receive written approval for such substitutions. The City has no obligation to approve such request and is not responsible for any delay or cost incurred or caused by Contractor’s making such request.
- 7.2. The Contractor shall be solely responsible for design risks, delays and other claims arising out of any approved alternates.

8. Cutting, Patching and Digging

- 8.1. The Contractor shall do all cutting, fitting or patching of his/her work that may be required to make its parts come together properly and fit it to receive or be received by work of others shown upon or reasonably implied by the Project Manual.
- 8.2. The Contractor shall not endanger any property of the City or any other individual or entity, or the work by cutting, digging or otherwise and shall not cut or alter the work of others except with the written consent of the City.
- 8.3. The Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.
- 8.4. The Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

9. Temporary Facilities/Utilities

- 9.1. Except where special permission has been granted by the City to use existing toilet facilities belonging to the City, the Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by the City for accommodation of all persons engaged on the work. Temporary toilets shall be enclosed and weatherproof, kept in sanitary, and in an approved condition at all times. After use for it has ceased, the Contractor shall remove the temporary toilet facilities from the City’s premises, disinfect, and fill any vaults.
- 9.2. The Contractor shall provide and maintain any necessary temporary offices, storerooms, roadways, etc, as may be required for its work. It shall be located and constructed in an approved manner acceptable to the City. Upon completion of work or when requested by the City, the Contractor shall remove it from City’s premises and leave the area in a clean and orderly condition.
- 9.3. The Contractor shall provide and maintain temporary heat as required to protect all work and material against injury from dampness and/or cold to the satisfaction of the City.
- 9.4. Unless otherwise specified in the Project Manual, the Contractor shall provide, at his/her cost and expense, temporary power, wiring, water and lights from City’s provided source as may be required for its operations.
- 9.5. The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall

supply safe and sufficient drinking water to all employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious disease and the spread of the same.

- 9.6. All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.

10. Right-Of-Way Limits

- 10.1. The Contractor shall confine construction operations to the construction limits and easements provided for and labeled in the Project Manual. Equipment or materials shall not be stored beyond these limits without the express written approval of the owner of such property.
- 10.2. No person, firm or corporation shall park or store for any period of time any construction vehicles, equipment or materials while constructing or improving any street or while working on any public works project of any kind within the city, on behalf of the city, or any other governmental agency, or any utility, public or private, unless a permit has been previously issued by the Director of Public Works. The person, firm or corporation who parks, or allows the parking or storing of any construction vehicles, equipment, or materials without first obtaining said permit or who parks or stores or allows said parking or storage contrary to the terms and conditions of any permit issued by the City, shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished as provided in the Prairie Village Municipal Code. Each day such violation is committed or permitted to continue constitutes a separate offense and shall be punishable as such hereunder.
- 10.3. The Director of Public Works is authorized to issue a permit to authorize and allow the temporary parking, staging and storage of construction vehicles, equipment, and materials on public streets of the City or on public property, church property or property zoned C-0 through C-2 and CPO through CP-2 during periods of construction of public works projects of the city, any other governmental agency, or public or private utility projects within the City of Prairie Village, Kansas.
- 10.4. No permit shall be allowed on property that is residential in nature, provided, however, that property zoned "residential" that is being used as a church, school, or country club may be used with the written permission of the owner.
- 10.5. The only designated haul routes in Prairie Village are: Nall Avenue, Mission Road, 75th Street, and 95th Street. The Contractor must have written approval prior to using any other street or haul route.

11. Completed Work

- 11.1. Before final acceptance of the Work, all mechanical and electrical equipment and devices shall be tested and each part shall be in good condition and working order, or shall be placed in such condition and order at the expense of the Contractor.
- 11.2. All tests of such completed work required under this Contract shall be made in the presence of the Project Manager or its authorized representatives.
- 11.3. All unsatisfactory, faulty or Defective Work and all work not conforming to the requirements to the Project Manual at the time of acceptance thereof, or of such inspections, tests, or

approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor.

- 11.4. All Defective Work, whether or not in place, may be rejected pending correction thereof. Should the Contractor not correct said Work, the City may do so at Contractor's expense.
- 11.5. The Contractor shall remove from the site of the work, without delay, all rejected and condemned material or structures of any kind brought to or incorporated in the work, or if the Contractor fails to make satisfactory progress in so doing, within forty-eight (48) hours, after the service of a written notice from the Project Manager ordering such removal, the rejected material or structures may be removed by the City at the Contractor's expense.
- 11.6. At the City's discretion, payment for all related items of work may be withheld until all rejected and condemned materials or structures are satisfactorily removed.

12. Maintenance Period

- 12.1. If desired by the City or requested by the Contractor, portions of the Work may be placed in service when completed and the Contractor shall give proper access to the work for this purpose; but such use and operation shall not constitute an acceptance of the Work.
- 12.2. The Contractor shall be liable for defects due to faulty construction until the entire Work under this Contract is finally accepted and for a period of two years or longer thereafter, as stipulated in this Project Manual.
- 12.3. During a period of two years (or longer, if stipulated in the Special Conditions,) from and after the date of the final acceptance by the City of the Work, the Contractor shall make all needed repairs arising out of Defective Workmanship or materials, or both, which, in the judgment of the City, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to Contractor, or its agent, the Contractor shall neglect to make or undertake with due diligence to make the aforesaid repairs, City is hereby authorized to make such repairs at the Contractor's expense and charge such against the Maintenance Bond; provided however, that in case of an emergency where, in the judgment of the City, delay would cause serious loss, hazard or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.
- 12.4. Where maintenance or corrective construction is required, the Contractor shall submit his/her proposed methods and designation of materials to the City, or the City through its Consulting Engineer, for approval in advance of such work.
- 12.5. If, at any time prior to the end of the two year maintenance period, the pavement or walk settles, the Contractor shall, at his/her expense, do all necessary corrective work to eliminate any drainage problem or vertical offset caused by such settlement, provided:
 - 12.5.1. If there is a vertical offset between top of such pavement or walk and top of such structure of more than one-fourth inch.
 - 12.5.2. If around manholes or utility valves, there will be more than one-half (1/2) inch vertical differential between a plane surface passing through the top of the pavement, measured 24 inches horizontally from the edge of top of structure. (This will be measured utilizing a straight edge with one half-inch spacer feet mounted at each end of the straight edge.)

- 12.5.3. If the settlement creates a situation such that the walk is outside of the ADA Accessibility Guidelines, it shall be replaced.
- 12.5.4. If adjacent sections of concrete walk, pavement or curbs settle or heave so that there is more than one-fourth (1/4) inch vertical offset between such adjacent sections.
- 12.5.5. If the flow line of any concrete gutter, or of any concrete curb and gutter pockets water or does not drain properly resulting in three-eighth (3/8) inch of standing water.
- 12.5.6. If, any newly placed pavements surfaced with asphalt concrete pockets water or does not drain properly resulting in three-eighths (3/8) of standing water.
- 12.6. The Contractor shall repair cracks which appear for any reason, but which may or may not indicate failure of sub-grade, base or surface, and which are wide enough in cool weather to be sealed by high standard crack sealing methods. Crack filling shall be done during relatively dry weather and at temperatures when the cracks will be near maximum width. Materials and methods shall be based on width of crack. Materials shall be of such consistency as to minimize whipping out under traffic. Cracks shall be thoroughly blown and cleaned and filler installed without superficial bridging.
- 12.7. The intent of the guarantee period is that the Owner will have a durable and serviceable pavement; that defective materials and workmanship will have been corrected. All materials and construction for such work will be at the Contractor's expense.
- 12.8. All corrective and maintenance work shall be done promptly upon notification by the Owner, in order to prevent unnecessary further deterioration and in order not to inconvenience the traveling public unduly.
- 12.9. All work shall be in accordance with the highest standards of the construction industry and shall be of such nature as to be substantially permanent.

13. Equipment Guaranty

- 13.1. All mechanical and electrical equipment and devices, and every part thereof, which are furnished by the Contractor under the terms of this Contract shall be guaranteed by the Contractor and its surety against Defective Workmanship, faulty design, mechanical and physical defects, leakage, breakage, and other damages or failure, under normal operation of the equipment and devices under specified conditions, for a period of two years from and after the date of acceptance thereof (unless otherwise provided herein) by the City.
- 13.2. Any item of equipment or part thereof, thus proving to be defective within the specified period shall be promptly replaced by and at the expense of the Contractor, when notified by the City. Should the Contractor fail to replace said item within a reasonable time, City may do so at Contractor's expense.
- 13.3. The Contractor shall ensure that a copy of operating and maintenance manuals for all equipment shall be kept on the site during construction of the Work and shall be open to inspection by the City or its agents.

14. Public Complaints

- 14.1. All complaints to the Contractor or any of the Subcontractors or to the Project Manager are to be reported in writing immediately to the City Project Manager. This written report will include the name, address and telephone number of the complainant, a detailed description of the complaint, a detailed description of the actions taken, and by whom to resolve the complaint.
- 14.2. The Contractor shall endeavor, with the cooperation and concurrence of the Project Manager, to communicate with abutting property owners and tenants affected by the work.
- 14.3. The Contractor shall respond to citizen complaints, concerns or inquiries with 48 hours (two work days). The Contractor will submit a copy of the action taken to the Project Manager in a timely manner utilizing forms provided by the City.

15. Notification

- 15.1. As part of this project, the City will be notifying residents by mail of the upcoming work. The Contractor must give the City a minimum notice of three weeks prior to doing **any** work on a street.
- 15.2. The Contractor must give the City three days notice prior to commencing any work that prevents the use of a driveway.
- 15.3. Delays created by failure of the Contractor to notify the City in the above-specified time will be counted against the contract time. The Contractor will not be entitled to an extension of the contract time based on notification delays.
- 15.4. In the event, work does not begin on the designated street within the designated time, the City will re-notify the residents with an explanation of why work did not begin as scheduled and a statement of when work will begin. Work may not begin until 48 hours after mailing the re-notifications.

16. Progress Meetings

- 16.1. Periodic Progress meetings shall be held at a predetermined location on the site. These meetings will be held once every week or sooner as events dictate. These meetings will be organized by the City or Project Manager. Participation in this meeting by representatives of the prime contractor and each of the subcontractors is required. These representatives must be empowered to make decisions affecting the prosecution of the work and shall be the Owner of the construction firm and/or his/her superintendent. The Project Manager will conduct the meetings and the discussion will include, but is not limited to the following:
 - Proposed construction schedule for duration of contract for both Prime and Subcontractors
 - Identification of any known utility/contractor conflicts and proposed resolution of same
 - Coordination of other trades.
 - Specialty items. (Fences, shrubs, monuments, sprinkler systems, etc.)
 - Completion date requirements.
 - Review of traffic control plan as it pertains to area of work.

- Problems and/or complaints and remedial measures taken or proposed.

17. Uncovering and Correcting Work

- 17.1. If any of the Work is covered contrary to the Project Manager's request or to any provisions of this Contract, it shall, if required by the Project Manager or the City, be uncovered for the Project Manager's observation and shall be properly replaced at the Contractor's expense without change in the Contract Time.
- 17.2. If any of the Work is covered in a manner not consistent with the Project Manual, it shall, if required by the Project Manager or City, be uncovered for the Project Manager's observation. If such Work conforms strictly to this Contract, costs of uncovering and proper replacement shall be by Change Order and charged to the City. If such work does not strictly conform to this Contract, the Contractor shall pay the costs of uncovering and proper replacement.
- 17.3. The Contractor, within two weeks of written notification, shall proceed to correct Work rejected by the Project Manager as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and observations, and reimbursement to the City for the Project Manager's services and expenses made necessary thereby.
- 17.4. Nothing contained in this Article shall establish any period of limitation with respect to other obligations, which the Contractor has under this Contract.
- 17.5. If, after two weeks following notification by the Project Manager, the Contractor has not started or completed the corrective work, the Contractor will notify the Project Manager and affected resident of intended schedule to complete work.

18. City May Accept Defective or Non-conforming Work

- 18.1. If the City chooses to accept defective or non-conforming Work, the City may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or non-conforming Work, and (b) the difference between the fair market value of the Work as constructed and the fair market value of the Work had it not been constructed in such a manner as to include defective or non-conforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or non-conforming Work, the Contractor, upon written demand from the City, shall pay the City such remaining compensation for accepting defective or non-conforming Work.

END OF SECTION

SPECIAL CONDITIONS

ADDITIONAL INDEMNIFICATION AND INSURANCE REQUIREMENTS

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City of Prairie Village harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to person or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas and the City of Prairie Village shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

JOHNSON COUNTY CARS PROJECT SIGN

Project signs will be required for the CARS project. Each project sign will be measured and paid for per Specification 703 COUNTY PROJECT SIGN. Coordinate with Johnson County Public Works for current sign graphics.

BIDDER QUALIFICATIONS

The bidder shall be listed and provide documentation as a Pre-Qualified Contractor on the latest published list provided by the Kansas Department of Transportation (KDOT) for KDOT Work and M) Hot Mix Asphalt.

GENERAL INTENTIONS OF CONSTRUCTION

Roe Avenue from 75th Street to 83rd Street will be milled and overlayed with curb and existing sidewalks shall be spot repaired.

Roe Avenue from 63rd Street to 75th Street (north of bridge) will be surface treated with UBAS with curb and existing sidewalks shall be spot repaired.

New pavement markings throughout the project limits.

A traffic control plan shall be submitted by the Contractor and approved by the City prior to the start of construction.

TIME and LIQUIDATED DAMAGES

The substantial completion date includes all bid items with the exception of permanent pavement markings and landscaping.

Anticipated Start Date	July 20, 2026	(After FIFA World Cup Completion)
Substantial Completion Date	September 18, 2026	
Completion Date	September 28, 2026	
Landscaping/Sod Completion Date	October 15, 2025	

The permanent pavement markings shall be installed immediately after the roadway surface is complete unless prior approval is received by the Engineer. The installation of the yellow markings (as required) and intersection markings are the first priority. If the permanent markings

cannot be installed and thus the roadway would be unmarked overnight, temporary removable markings shall be installed and remain until the permanent markings can be installed. Only under extreme circumstances and with the approval of the Engineer, will the duration of the temporary pavement markings be extended beyond a 10-day duration.

Landscape/sod items shall be temporarily hydromulched until final installation.

Liquidated Damages, as referenced in the contract agreement, shall be assessed in the amount of **\$500.00/per calendar day** for Total Project Work. Contractor agrees that such assessment is a reasonable estimate of the damages that may be sustained by the City in the event the project is delayed and that such amount is not a penalty.

WORK INACTIVITY PENALTY

The contractor must commit to the work effort to complete the project within the allowed days. Completion includes all concrete repair, subgrade installation, asphalt milling/overlay, pavement markings. If the Contractor does not commit to the continuous work effort, excluding weather, then the Contractor will be charged a WORK INACTIVITY PENALTY, after three consecutive days of no work. The initial penalty will be \$300 with an additional \$100 being charged for each day thereafter.

COOPERATION WITH UTILITIES

The City reserves the right at any time to allow work by utilities on or near the work covered in the contract. The Contractor shall conduct their work so as not to interfere with or hinder the progress of completion of the work being performed by the utilities. The Contractor shall also arrange the work and shall place and dispose of materials being used so as not to interfere with the operations of utility work in the area.

Section 722 THERMOPLASTIC PAVEMENT MARKING

The contractor shall provide preformed hot applied thermoplastic pavement marking symbols for all required pavement symbols.

MAINTENANCE BOND*Bond Number* _____**KNOW ALL MEN BY THESE PRESENTS:**

That we, _____, as Principal and _____, as Surety, are held and firmly bound unto the City of Prairie Village, Kansas, in the full and just sum of Eight Hundred and Seventy Eight Thousand **DOLLARS (\$ 878,000.00)** for the payment of which, will and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The Conditions of this obligation are such that Principal upon completion of the **Project: ROAV0008 | ROE AVENUE FROM 63RD STREET TO 83RD STREET**, which is incorporated herein by reference, and upon acceptance by the City of Prairie Village, Kansas, in accordance with the approved Contract Documents, Plans and Specifications, with no unacceptable deviations thereof, has agreed to guarantee the construction and installation, including all materials and workmanship, for the period of two years beginning on the date the City so accepts said work, said date being the formal acceptance date.

The said Surety, for value received, hereby stipulates and agrees that no changes, extension of time, alteration or addition to the terms of the Contract to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications. Surety further agrees that any person to whom there is due any sum for labor or material furnished, as herein before stated, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after two (2) years from the completion of said public improvements.

NOW, THEREFORE, if said Principal shall guarantee and maintain the work referred to above in accordance with the Contract for a period of two (2) years from date of formal acceptance, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that if said Principal fails to duly and faithfully guarantee and maintain said work, the Surety will pay for the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

Signed, sealed and delivered the day and year first above written

By: _____

Countersigned: _____

By: _____
Kansas Resident AgentBy: _____
Attorney-in-Fact

Dated this _____ day of _____, 2026.

Power of Attorney attached.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned _____, hereinafter referred to as the "Contractor", and _____, a Corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas as Surety, are held firmly bound unto the City of Prairie Village, Kansas, hereinafter referred to as "City", in the penal sum of Eight Hundred and Seventy Eight Thousand **DOLLARS (\$ 878,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor has, on the _____ day of _____, 2026, entered into a written Contract with the aforesaid City for furnishing all materials, equipment, tools, superintendence, labor and other facilities and accessories for the construction of certain improvements as designated for **Project : ROAV0008 | ROE AVENUE FROM 63RD STREET TO 83RD STREET**, defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and Plans therefore; a copy of said Contract being attached hereto and made a part hereof.

NOW, THEREFORE, if the said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or, by reference, made a part thereof, according to the true intent and meaning in each case, and if said Contractor shall replace all defective parts, material and workmanship for a period of two years after acceptance by the City, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, if said Contractor fails in any particular to duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the said Contract and the Conditions, Specifications, Plans and other Contract Documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said Contractor shall fail to replace all defective parts, material and workmanship for a period of two years after acceptance by the City then the surety will pay the costs to complete the project and/or the costs to repair any defective parts for the period of two years after acceptance, and any other damages incurred by the owner in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, sustenance's, provisions, provender, gasoline, lubricating oils, fuel oils, greases, coal, equipment and tools consumed or used in said work, groceries and foodstuffs, and all insurance premiums, compensation ;liability and otherwise, or any other supplies or materials used or consumed by such Contractor or his, their, or its subcontractors in performance of the Work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect

this obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at

_____ on this, the _____ day of _____, 2026.

(location of Surety)

CONTRACTOR**SURETY COMPANY**

BY: _____
(SEAL)

BY _____
(SEAL)

(Official Title)

Attorney-in-Fact

BY: _____
(State Representative)

(Accompany this bond with Attorney-in-Fact's authority form the Surety Company certified to include the date of the bond)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
 as Contractor, and _____ with General Offices in the City of
 _____, _____ and authorized to transact business in the State of
 Kansas, as surety, are held and firmly bound unto the CITY OF PRAIRIE VILLAGE, KANSAS, and
 the STATE OF KANSAS, in the penal sum of Eight Hundred and Seventy Eight Thousand
DOLLARS (\$ 878,000.00) lawful money of the United States of America, plus any change orders in
 excess thereof as approved by the City, for the payment of which sum well and truly to be made, we
 bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and
 severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, 2026, entered into a Contract
 with the City of Prairie Village, Kansas for furnishing all tools, equipment, materials and supplies,
 performing all labor and constructing **Project :ROAV0008 | ROE AVENUE FROM 63RD STREET
 TO 83RD STREET** described in the said Contract, all in accordance with specifications and other
 contract documents on file in the office of City Clerk, City Hall, 7700 Mission Road, Prairie Village,
 Kansas.

NOW, THEREFORE, if the said Contractor or the Subcontractors of the Contractor shall pay all
 indebtedness incurred for supplies, materials or labor furnished, or equipment used or consumed in
 connection with, or in or about the construction or making of, the improvements described in the
 above-mentioned Contract Documents, including gasoline, lubricating oils, fuel oils, greases, coal
 and similar items used or consumed directly in furtherance of such public improvement, this
 obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no changes, extension of time,
 alteration or additions to the terms of the Contract to the work to be performed there under, or the
 specifications accompanying the same, shall in any way affect its obligation on this bond, and it does
 hereby waive notice of any such change, extension of time, alteration or addition to the terms of the
 Contract or to the Specifications.

The said Surety further agrees that any person to whom there is due any sum for labor or material
 furnished, as hereinbefore stated, or said person's assigns, may bring action on this bond for the
 recovery of said indebtedness; PROVIDED that no action shall be brought on said bond after six
 months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has
 caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by
 its attorney-in-fact duly authorized hereunto so to do, at _____
 on this, the _____ day of _____, 2026. *(location of Surety)*

_____ CONTRACTOR	_____ SURETY COMPANY
BY: _____ (SEAL)	BY: _____ (SEAL)
BY: _____ Attorney-in-Fact	BY: _____ Kansas Agent

PROJECT CONTACTS

CITY OF PRAIRIE VILLAGE
PROJECT MANAGER
cspeegle@pvkansas.com
913-385-4511

CITY OF PRAIRIE VILLAGE
LEAD INSPECTOR
COLBY BRIM
cbrim@pvkansas.com
816-810-3601

PRAIRIE VILLAGE POLICE DEPARTMENT
913-385-4721

KANSAS GAS SERVICE
SAM LOGANBILL
913-344-8870

WATER ONE
MATT CARTER
913-895-5776

EVERGY
GWEN CORCHES
816-652-1842

AT&T
DARRON OSTROM
913-383-4936

SPECTRUM CABLE
dl-kac-ConstructionSupervisors@charter.com

SOUTHERN STAR
MATTHEW DAVIDS
913-422-6305

GOOGLE FIBER
MARSHALL MARTENS
415-736-6597

JOHNSON COUNTY WASTEWATER
MIKE PILLER
913-715-8537

CONSOLIDATED COMMUNICATIONS
MELISSA STRINGER
913-322-9622



Consent Agenda: Consider agreement with Integrity Locating Services for underground line location services related to the streetlight system

Recommendation

Execute the agreement with Integrity Line Location Services for underground line location services related to the streetlight system.

Background

Prairie Village owns the streetlight system and therefore is required to locate underground wires/conduits for excavations that take place near the streetlight system. City staff cannot provide this service so the City needs to hire a private underground utility location company. We invited two locating services to bid this service, and their bids are summarized below. This agreement will renew for two one year periods.

Company	Cost per locate			
	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>Average</u>
Integrity	\$14.30	\$15.73	\$17.30	\$15.78 - Low Bid
USIC	\$15.50	\$15.97	\$16.45	\$15.97

The bid proposal stated that the bid award would be based on the average locate cost over the three-year period.

We have been using Integrity Locating Services for the last three years, and they have done a great job. We recommend utilizing them again for the next three years. The current cost per ticket for this last year was \$13.31. We do feel the bid this year is acceptable.

The yearly cost for this work will be approximately \$50,000 per year.

Fiscal Note

Funds for the work under this agreement are budgeted in the City's operations budget for streetlights.

Attachments

1. Streetlight Locating Contract 2026-2029

Prepared By

Keith Bredehoeft, Public Works Director
July 13, 2026

**CONTRACT AGREEMENT
UNDERGROUND FACILITIES LOCATING
AND MARKING SERVICES**

THIS AGREEMENT, made this 20th day of July, 2026, by and between Integrity Locating Services or assigns, hereinafter referred to as "Contractor", and the City of Prairie Village, hereinafter referred to as "City".

WHEREAS, the City and the Contractor desire to enter into an agreement under the terms of which the Contractor will be an independent contractor and will perform jobs of locating and marking underground facilities which City may assign to the Contractor from time to time.

NOW THEREFORE, in consideration of the mutual promises, the work to be done and payments to be made, as hereinafter provided, the parties hereby covenant and agree as follows:

ARTICLE 1: SAFEGUARDS AND GENERAL CONDITIONS

THE CONTRACTOR SHALL:

- 1.01 Perform the locating and marking work with the utmost regard for public safety and welfare, taking all necessary safety precautions as required by the City or local, state and federal authorities to safeguard the lives and property of all concerned or involved.
- 1.02 Acting as an independent contractor, furnish labor, supervision, tools, equipment and transportation as required to perform underground facilities locating and marking services on all jobs assigned by the Company and accepted by the Contractor.
- 1.03 Comply with the provisions of all applicable federal, state, county, and local laws, ordinances, regulations and codes, including, but not limited to the Contractor's obligations as an employer with regard to the health, safety and payment of its employees.

ARTICLE 2: DEFINITIONS

- 2.01 "Agreement": This Agreement
- 2.02 "Business Day": Any day other than Saturday, Sunday or legal holidays. Business day hours will be 8:00 A.M. until 5:00 P.M. CST.
- 2.03 "Excavation": Any operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means.
- 2.04 "Excavation Site": The area where an Excavator intends to do or does excavating.
- 2.05 "Excavator": Any person who engages directly in excavation and/or the design of excavation and requests the location of the Company's Underground Facilities.
- 2.06 "Excavator Notification": Notification given to the Excavator that Underground Facilities and plant are not present at the Excavation Site.
- 2.07 "Facility Owner": The City.
- 2.08 "Identified, But Unlocatable": A City Underground Facility, the presence of which is known, but which cannot be field marked with Reasonable Accuracy.
- 2.09 "Locatable Underground Facility": An Underground Facility which can be field marked with

Reasonable Accuracy by using devices designed to respond to the presence of the City's Underground Facilities.

- 2.10 "Locate Service": The process of determining the presence of City owned Underground Facilities, their conflict with proposed Excavations, Marking and staking of the proper places or routes of such facilities within Reasonable Accuracy limits as required.
- 2.11 "Locate or Locating": The completed process of having provided Locating Services at an Excavation Site or adjacent sites on a single one-call ticket notification.
- 2.12 "Locate Request":
 - a. "Normal Locate Request": A request to locate received at least TWO FULL BUSINESS DAYS, not including the request day, but no more than fifteen (15) days prior to the commencement of excavation excluding Saturdays, Sundays, and state and federal holidays.
 - b. "Emergency Locate Request": A request to locate which demands immediate action to prevent significant environmental damage or loss of life, health, property or essential public services.
- 2.13 "Marking": The use of stakes, flags, paint strips, or other clearly identifiable materials at distances of every ten (10) feet and at each divergence from a straight line in accordance with the current marking standards of the American Public Works Association (APWA) to show the field location of Underground Facilities accurately. Contractor shall furnish all paint and flags meeting City standards and specifications.
- 2.14 "One-Call System": A centralized call-in and utility locating coordination center through which subscribing utility members may receive notification of proposed excavations.
- 2.15 "Person": Any individual, partnership, franchise holder, company, corporation, state, city, county or any subdivision or instrumentality of a state and its employees, agents, or legal representatives.
- 2.16 "Reasonable Accuracy": Locating with twenty-four (24) inches horizontally to the centerline of the Underground Facility or the tracer wire for the Underground Facility which ever is closer.
- 2.17 "Underground Facility" or "Underground Plant": Any item buried or placed below the ground for use in connection with the City's street light system or fiber optic network.
- 2.18 "Visual Examination": Determination of the existence of any Underground Facility at the Excavation Site by visual means rather than from the City's maps and records.
- 2.19 "Damage to Plant": Includes the penetration or destruction of any protective coating, sheath, housing, or other protective facility of Underground Plant, the partial or complete severance of Underground Plant, or the rendering of any Underground Plant partially or completely inoperable.
- 2.20 "Site Surveillance": To watch over and protect any Underground Facility during unusual or extensive excavation projects (Le.; road widening projects, sewer projects, etc.) and providing such continuous on-site Locate Services as may be dictated by the nature and scope of the Excavation or as may be required by the Excavator. Also known as standby protection.
- 2.21 "Project or Extended Locate": A single ticket or project requiring the locating and marking of multiple non-adjacent addresses or dig areas in an urban environment or the locating and marking of more than one half mile in a rural environment. Notification will be provided to the City

when project or extended locate activity is initiated.

ARTICLE 3: DESIGNATED WORK AND PERFORMANCE REQUIREMENTS

- 3.01 The Contractor shall receive and record Locate Requests from the One-Call System and on occasion, directly from the City. Locate Requests shall be received from the One-Call System during normal business hours (8:00 A.M. - 5:00 P.M. CST) on business days. The Contractor shall be prepared to receive and record Emergency Locate Requests at any time of any day.
- 3.02 The Contractor shall provide a qualified staff, an office, and appropriate field equipment. Office communication equipment shall include a Teletype printer that is computer compatible with the existing communications equipment of the One-Call system. The Contractor shall also provide all transportation and supplies required to fulfill all of the duties specified under this Agreement.
- 3.03 The Contractor will store and safeguard all City location maps or records made available for locating purposes. Such information shall not be disclosed or given to any person(s) not approved by the City.
- 3.04 The Contractor shall maintain records appropriate to support the invoicing and recording requirements set forth in Article 4.
- 3.05 The Contractor shall be responsible for making arrangements with all Excavators for locate purposes. All Locate Requests will be processed within the required timeframe or contact will be made with the Excavator to arrange an appropriate time to perform the Locate. All Excavators will be called as soon as possible to confirm requested time of appointments to make appropriate arrangements as required.
- 3.06 Each Locate Request shall require Contractor to determine if a conflict exists between the City's Underground Plant and the proposed Excavation. When a conflict does exist, all Underground Facility items shall be located and marked in accordance with the American Public Works Association (APWA) Guidelines and Section 2.13 of this Agreement.
- 3.07 For each Normal Locate Request, the Contractor will complete the requirements of Section 3.06 in accordance with the provisions of the Kansas Underground Utility Damage Prevention Act.
- 3.08 For each Emergency Locate Request the Contractor will respond within 2 hours unless agreed upon with caller.
- 3.09 The Contractor may be requested to provide such additional services as Site Surveillance or Projects, and extended locates requiring standby protection. The Contractor must provide notification to the City prior to commencement of the work and the rate charges will be at the hourly rate as specified in Exhibit "A".
- 3.10 In the event of damage to any Underground Facility, the City will be responsible for the initial response to the report of damage. If the initial investigation indicates possible Contractor responsibility for the damage, the City shall notify Contractor within twenty-four hours (forty-eight hours if the City receives notice of such damages between 5:00 P.M. Friday and 7:00 A.M. Monday unless Monday is a legal holiday in which event such time shall be extended to seventy-two hours) upon receiving notice of any damages. Contractor shall within twenty-four hours (forty-eight hours if Contractor receives notice of such damages between 5:00 P.M. Friday and 7:00 A.M. Monday unless Monday is a legal holiday in which event such time shall be extended to seventy-two hours) of being notified by the City to commence the investigation of all incidents of Damage to Plant when the locate accuracy or lack of locate accuracy, is suspect or questionable, and will submit to City a written report of said investigation within seven calendar days following the actual date of damage notification if requested to do so. If the City does not provide

Contractor with such timely notification of damages as required hereunder, then notwithstanding any other provisions of this Agreement to the contrary, the City shall be solely responsible (as between the City and Contractor) for any such damages. If Contractor is given timely notification of damages as required hereunder but fails to commence an investigation (as between the City and Contractor) for any such damages. For purposes of the provision "to commence an investigation" shall mean Contractor visiting the site of such damages and commencing the gathering of documents. Contractor agrees to reimbursement to the City for actual down time cost in the event of a mislocated line pertaining to the Work Order for the work at the site of such damage. Contractor will maintain a copy of the written report for a period of six years. Contractor will give testimonial support in cases where deemed necessary by the City. In the performance of any work assignment, should Contractor become aware of any damage to any Underground Facility, the Contractor must notify a City representative immediately to facilitate the repair of damage.

If it is determined that the Contractor located an Underground Facility in error, Contractor shall be responsible for all damages resulting from such error, including, but not limited to the following: all costs of repair to damaged Underground Facilities, including labor and materials, all damages to other property, and all personal injuries resulting from such error.

The Contractor agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor. "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

- 3.11 The Contractor shall locate all of the City Locatable Underground Facilities in accordance with APWA guidelines. The Contractor guarantees the accuracy of locations as marked.
- 3.12 When the Underground Facility is Identified, but Unlocatable, the Contractor must contact the City's representative and advise the representative of the situation. The City's representative shall determine the course of action to be taken. If no course of action is successful, the Contractor shall notify the Excavator of the presence of any Identified, but Unlocatable Underground Facilities of the City and caution the Excavator that any location information supplied may not be within the definition of Reasonable Accuracy.
- 3.13 All locating equipment or devices are subject to the City's approval. All Underground Plant shall be electronically located except where electronically impossible. Where electronically impossible, the procedure identified in paragraph 3.12, above, shall be followed.
- 3.14 The Contractor shall promptly notify the City of any discrepancies or omissions in the records, or other information provided by the Company.
- 3.15 The Excavator is responsible for the maintenance of location marks up to the start of Excavation. A request to remark the location after the start of Excavation will be considered an additional ticket.
- 3.16 Additional visits to the site of the locate which are required due to Excavator request or other Excavator reason, such as, inadequate address, work area not accessible, etc. will be considered an additional ticket.

- 3.17 Locating personnel shall be proficient in the use of approved locating devices, methods, marking procedures, communicative skills and record keeping requirements necessary to perform the Locating and Marking task. They shall represent the City in a courteous and professional manner at all times. The Contractor agrees to take appropriate corrective measures in any situation where Locating performance levels are deemed unsatisfactory by the City.
- 3.18 Upon the execution of this Agreement, the Contractor's representatives will establish lines of communication with the One-Call System and/or the Company representatives for contacts involving normal and emergency work assignments.
- 3.19 In the event that the Contractor fails to meet the demands for Locate Requests, or if the City resources are such to allow the use of its own forces to conduct locates, the City in its sole determination shall have the right to use its own resources to satisfy such needs.
- 3.20 The City shall provide Contractor with a currently effective contact call list of City personnel involved in managing this Agreement.
- 3.21 The Contractor shall provide the City a current employee list showing their qualifications to perform line locating tasks. This employee list will be the sole responsibility of the Contractor to be kept up to date in the event of employee turnover and/or continuing operator qualification updates.

ARTICLE 4: RECORD KEEPING

- 4.01 The Contractor agrees to maintain records to support all work performed and all items billed to the City and shall retain all such records for the term of this Agreement and must forfeit all records to the Company in the event of an Agreement termination.
- 4.02 The Contractor must retain all teletype or email messages for Locate Requests from the One-Call System. In addition, the Contractor will document and retain the name of any Company representative authorizing items of work outside regular hours or on a flat-rate (hourly) basis.
- 4.03 The Contractor shall maintain records to comply with any local, state or federal requirements by law.
- 4.04 The Contractor must maintain a record of each Excavator Notification given in accordance with the One-Call System requirements and to include, but not limited to:
 - a. One-Call notification ticket
 - b. Fax back or email notification
 - c. Record of locations and work performed
- 4.05 The Contractor shall prepare a written report of all investigations for incidents of damages for accuracy of the Locate or Locates including names, dates, time of day, measurements, addresses, methods, pictures or other pertinent information relative to the incident within five business days.
- 4.06 The City shall be responsible for coordinating the updating of One-Call System records.

ARTICLE 5: CONTRACT AREA

- 5.01 The Contractor's costs detailed in the schedule of prices shall be applicable to all work operations assigned within the City's service territory boundaries, (in Kansas, the "Contract Area").
- 5.02 The Contractor acknowledges that the City acquired the Underground Facilities from Kansas City Power and Light Company ("KCP&L") in October, 2016 and that all maps detailing the

Underground Facilities in City's possession were prepared by KCP&L and obtained by the City from KCP&L. To the extent that the City has possession of maps detailing the Underground Facilities, City shall provide Contractor with copies of same. In situations where, the Contractor determines that the map provides insufficient information to accurately complete the Locate Request, the City will provide assistance in determining the location of the Underground Facilities. Contractor shall be responsible for the privacy of such records and shall not provide copies to others without City approval.

ARTICLE 6: CONTRACT PRICE

- 6.01 The City and Contractor agree that compensation to be paid the Contractor under this Agreement for work performed shall be in accordance with Exhibit "A". If the City renews this Agreement for at least one year, before July 20th, 2027, Exhibit "A" will remain in effect.
- 6.02 The charges set forth in Exhibit "A" shall be in effect for the duration of the Agreement unless changed in accordance with Article 8.

ARTICLE 7: METHOD OF PAYMENT

- 7.01 The Contractor agrees to furnish detailed invoices on a monthly basis.
- 7.02 The City agrees to render payment to the Contractor not later than 30 days from the receipt of correct and proper invoices.

ARTICLE 8: CONTRACT CHANGES

- 8.01 At any time during the Agreement period, either party shall have the right to add, delete, change or modify this Agreement with consent of both parties. Changes must be presented, in writing, sixty (60) days prior to the effected change. All change orders shall be numbered sequentially.

ARTICLE 9: CONTRACT PERIOD

- 9.01 The term of this Agreement shall be from July 20, 2026 through July 20,, 2027. The City may, at its option, renew the Agreement for up to (2) one year contract periods by giving written notice to the Contractor.
- 9.02 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. Contractor may cancel this contract prior to the scheduled termination date. However, sixty (60) days written notice must be given to the City.
- 9.03 In the event of breach of this agreement by either party, the other party may terminate this agreement by written notice to the other party. within five (5) days' notice. In the event that either party brings a legal action against the other party regarding this Contract, the prevailing party shall be awarded costs of the action including reasonable attorney fees.
- 9.04 Notwithstanding any other provision in this Agreement to the contrary, Contractor acknowledges that City is a municipality under Kansas law and funds for payment under the terms of this Agreement are subject to annual appropriation by the governing body. As such, the terms of this Agreement shall not exceed any one (1) City budget year. This Agreement may be terminated by the City, without any penalty, and not in default, if funds are not appropriated by the governing body to continue the service.

ARTICLE 10: INSURANCE

10.1 The Contractor shall procure and maintain, at its expense, the following insurance coverage:

- a. Commercial General Liability for liability including bodily injury and property damage, on the CGL 2013 ISO Occurrence form or such other form as may be approved by City, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, annually;
- b. Commercial Automobile Liability covering liability including bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;

Deductibles for any of the above coverages shall not exceed \$25,000 per claim, per occurrence, or in the aggregate unless approved in writing by City.

10.2 All policies required in this Agreement shall name as additional insureds the City and City's departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear. "Claims Made" and "Modified Occurrence" forms are not acceptable.

10.3 Contractor shall not modify, cancel or not renew any policy during the term of this Agreement until after thirty (30) days' unqualified written notice of such action has been given to the City.

10.4 Before Contractor performs any portion of the services hereunder, it shall provide City with certificates and endorsements evidencing the insurance required by this Article.

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

ARTICLE 11: NON-DISCRIMINATION LAWS

11.1 The Contractor agrees that:

The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;

In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);

The Contractor further 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 sexual orientation or gender identity. If the City determines that the Contractor 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. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.

If the Contractor fails to comply with the manner in which the Contractor reports to the commission in

accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and

The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.

The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

11.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

ARTICLE 12: CONTRACT NOTIFICATION

12.01 Any contract notification to the Contractor shall be sent to:

12.02 Any contract notification to the City shall be sent to:

City of Prairie Village
3535 Somerset Dr
Prairie Village, Ks. 66208

ARTICLE 12: ADDITIONAL CLAUSES

12.01 The attached Exhibit "A" is made a part of this Agreement.

IN WITNESS WHEREOF, THE PARTIES hereto have executed this Agreement as of the month and day above written.

By: _____

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____

Eric Mikkelson
Mayor

ATTEST:

By: _____

Adam Geffert
City Clerk

APPROVED AS TO LEGAL FORM:

By: _____

Alex Aggen
City Attorney

Exhibit A

Type of Locate	Number Units	Year 1	Year 2	Year 3
Per Ticket	1	\$14.30	\$15.73	\$17.30
Emergency daytime	1	\$35.00	\$38.50	\$42.35
Emergency afterhours	1	\$50.00	\$55.00	\$60.50

IN WITNESS WHEREOF, THE PARTIES hereto have executed this Agreement as of the month and day above written.



Consent Agenda: Consider approval of Municipal Complex Project, Phase 1 - Police Department furniture package

Recommendation

Move to authorize the Mayor to sign the contract with Pure Workplace Solutions for the Municipal Complex Project, Phase 1, Police Department furniture package for \$196,606.56.

Background

The furniture package for Phase 1 of the Police Department renovations include:

- New furniture for 9 existing police department office spaces.
- New office furniture for renovated office spaces for the Canine Officer, Traffic Department, Property Room, Animal Control, Report Writing, Shift Supervisors, and Roll Call.

Pure Workplace Solutions was used for the Public Works building and was also used recently for the new furniture for the Police Chief and Captains' offices.

Omnia Partners was the cooperative purchasing organization used to guarantee competitive pricing. The final PURE Workplace Office Solutions price was confirmed to be lower than the Omnia Partners price. We are confident that PURE Workplace Solutions can meet our requirements by providing a quality product with manufacturer's warranties that meets the budget and the basis of design. It is planned to use PURE Workplace Solutions for all phases of the Municipal Complex Project.

The contract will be awarded for \$196,606.56. Change order authorization of an additional 10% from the project funds is a part of this approval and will allow for quick approval of possible changes to complete the work. The Public Works Director will authorize all necessary change orders.

Fiscal Note

Funding is included in the CIP under the City Hall Municipal Project, BG510003.

Attachments

1. PROPOSAL# 100544 - PRAIRIE VILLAGE POLICE DEPT. 06-24-26 - WORK PLACE SOLUTIONS

Prepared By

Keith Bredehoeft, Public Works Director
July 13, 2026



Proposal

Kansas City
3917 Broadway
Suite A
Kansas City, MO 64111
Phone: 816.922.6575
Email: finance@pureworkplace.com
<https://www.pureworkplace.com/>

Order Number	100544
Date	06/24/2026
Customer PO No	
Customer Name	Prairie Village Police Dept
Salesperson	Louden Schwab
Project Number	
Terms	NET 10 DAYS
Page	1 of 38

T Prairie Village Police Dept
O 7710 Mission Rd
Prairie Village, KS 66208

ATTN: Jennifer Gertach
Phone: 913-201-8592
Email: Jennifer@project-advocates.com

S
H
I
P

T
O
Prairie Village Police Dept
7710 Mission Rd
Prairie Village, KS 66208

ATTN: Jennifer Gertach
Phone: 913-201-8592
Email: Jennifer@project-advocates.com

Prepared for : Loudon Schwab

Line	Quantity	Description	Unit Price	Extended Amount
1	2.00 Each	Knoll Inc. YL4L44 LED Task Light, 44Wx2D, for Use With 48" and Wider Overheads Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	604.17	1,208.34
2	4.00 Each	Hon Company LLC HF23B--.X110E Black Removable Lock Core Kit .X110E:110E Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	20.80	83.20
3	1.00 Each	Hon Company LLC HHN831124--.S Flat Bracket 24D .S:Charcoal Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	31.36	31.36
4	1.00 Each	Hon Company LLC HLSLZ5SC72--.P 60"W External Stiffener .P:Black Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	69.60	69.60
5	2.00 Each	Hon Company LLC HCT29MX--\$(P1)-.CBK Arrange Seated Height X-base for 36" Surfaces \$(P1):P1 Paint Opts .CBK:Charblack Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	295.92	591.84
6	2.00 Each	Hon Company LLC HLSL1436BH--\$(L1STD)-.LKI1 14D x 36"W x 35" H Bookcase Hutch (no doors) \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	433.20	866.40
7	2.00 Each	Hon Company LLC HLSL48TW--\$(A)-.APN-17 WM Tackboard for 48W WM Overhead \$(A):Grd A Fabric .APN:Appoint 17:Dark Pewter Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	168.40	336.80



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8	2.00 Each	Hon Company LLC HNL30SHR--X-\$(L1STD)-.LKI1 Shroud 30"D .X:No Grommet \$(L1STD):L1 Standard Lam Opts .LK11:Kingswood Walnut Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	503.20	1,006.40
9	1.00 Each	Hon Company LLC HNLLEP2428L--P-\$(L1STD)-.LKI1 15-3/4Wx24Dx28-1/2H L-Shaped End Panel Left .P:Black \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	200.00	200.00
10	2.00 Each	Knoll Inc. YSMWMS48LS--UBKT-UBKT-(RANDOM) Metal Cabinet With Sliding Doors, Wall Mounted, 48W 15D 14H, UBKT:FINISH- Ultra Black (Textured) (CP) UBKT:PULL- Ultra Black (Textured) (CP) (RANDOM):LOCK- Randomly Keyed Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	594.72	1,189.44
11	2.00 Each	Hon Company LLC HCTRND36--N-\$(L1STD)-.LKI1-.KI Arrange Table 36" Round Top .N:No Grommet \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut .KI:Kingswood Walnut Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	206.64	413.28
12	1.00 Each	Hon Company LLC HHATB2S3LT--\$(P1)-.P71-.X-.MEM 2 Stage 3 Leg T Foot \$(P1):P1 Paint Opts .P71:Black .X:Standard Glide .MEM:Memory Preset Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	682.15	682.15
13	1.00 Each	Hon Company LLC HUSLMOD1354--\$(L1STD)-.P-.P-.P Laminate Modesty 13h x 54w \$(L1STD):Grd L1 Standard Laminates .P:Black .P:Black .P:Black Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	258.56	258.56
14	1.00 Each	Hon Company LLC HHATW2448CT--\$(L1STD)-.LKI1-.KI-.G1-P 48W x 24D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut .KI:Kingswood Walnut .G1:1 Grommet - Centered P:Black Tag: Tag TG: CAPTAINS O	170.56	170.56



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		Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE		
15	2.00 Each	Hon Company LLC HLSL2036L2--\$(L1STD)-.LKI1-\$(L1STD)-.LKI1-.P Voi 2 drawer lateral: 20x36x29.5 \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .P:Black Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	710.00	1,420.00
16	1.00 Each	Hon Company LLC HLSL2430L--\$(L1STD)-.LKI1-\$(L1STD)-.LKI1-.P 24"D x 30"W Lateral File \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .P:Black Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	728.80	728.80
17	1.00 Each	Hon Company LLC HLSL2430MF--\$(L1STD)-.LKI1-\$(L1STD)-.LKI1-.P 24"D x 30"W Multi File Lateral File \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .P:Black Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	865.20	865.20
18	1.00 Each	Hon Company LLC HNLRC2496--.G-KI-.P-\$(L1STD)-.LKI1 96W x 24D Rectangle Worksurface .G:Smooth Flat KI:Kingswood Walnut .P:Black \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	319.60	319.60
19	1.00 Each	Hon Company LLC HHATW3072CT--\$(L1STD)-.LKI1-.KI-.G2-P-.P 72W x 30D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .KI:Kingswood Walnut .G2:2 Grommets - Offset .P:Black .P:Black Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE	253.76	253.76
20	1.00 Each	Hon Company LLC HIWMRA--.Y1-.V-.S-.0S-\$(1)-.SNBLE-34-.BL-.SB-.T Ign 2.0 Mid-back ReActiv .Y1:Synchro-Tilt W Seat Slider .V:All-Adjustable Arm .S:Black All-Surface Caster .0S:Charcoal \$(1):Grade 1 Uph	420.40	420.40



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		.SNBLE:Noble Seating 34:Inky .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: CAPTAINS O Tag L1: CAPTAINS OFFICE Tag L3: CAPTAINS OFFICE		
21	3.00 Each	Knoll Inc. YL4L44 LED Task Light, 44Wx2D, for Use With 48" and Wider Overheads Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	604.17	1,812.51
22	7.00 Each	Hon Company LLC HF23C--X102E Lock Core Replacement Kit Brushed Chrome .X102E:102E Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	29.20	204.40
23	4.00 Each	Hon Company LLC HHN831130--S Flat Bracket 30D .S:Charcoal Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	31.36	125.44
24	1.00 Each	Hon Company LLC HLSLZ5SC60--P 48"W External Stiffener .P:Black Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	61.60	61.60
25	1.00 Each	Hon Company LLC HLSLZ5SC66--P 54"W External Stiffener .P:Black Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	64.00	64.00
26	6.00 Each	Hon Company LLC H10524LEP--\$(L1STD)-P 15-3/4Wx23-7/8Dx28-1/2H L-Shaped End Panel \$(L1STD):Grd L1 Standard Laminates .P:Black Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	152.00	912.00
27	1.00 Each	Hon Company LLC H10524TSUPP--\$(L1STD)-P 8Wx23-3/4Dx28-1/2H T-Support Brace \$(L1STD):Grd L1 Standard Laminates .P:Black Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	126.00	126.00
28	2.00 Each	Hon Company LLC H10530LEP--\$(L1STD)-P 15-3/4Wx29-7/8Dx28-1/2H L-Shaped End Panel \$(L1STD):Grd L1 Standard Laminates .P:Black Tag: Tag TG: DARE SRO Tag L1: DARE SRO	161.60	323.20



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		Tag L3: DARE SRO		
29	2.00 Each	Hon Company LLC HSDEP1129F--\$(P1)-.P 11"D End-Panel Supports: Freestanding \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	88.96	177.92
30	1.00 Each	Hon Company LLC HSDMP724--\$(P1)-.P Half Hgt 14Hx72W Mod Pnl \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	103.68	103.68
31	1.00 Each	Hon Company LLC H105R2460--\$(L1STD)-.LKI1-KI 60Wx24D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut KI:Kingswood Walnut Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	174.00	174.00
32	2.00 Each	Hon Company LLC H105R2466--\$(L1STD)-.LKI1-KI 66Wx24D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut KI:Kingswood Walnut Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	185.20	370.40
33	1.00 Each	Hon Company LLC H105R3048--\$(L1STD)-.LKI1-KI 48Wx30D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut KI:Kingswood Walnut Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	160.40	160.40
34	2.00 Each	Hon Company LLC H105R3060--\$(L1STD)-.LKI1-KI 60Wx30D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut KI:Kingswood Walnut Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	195.60	391.20
35	1.00 Each	Hon Company LLC H105R3084--\$(L1STD)-.LKI1-KI 84Wx30D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut KI:Kingswood Walnut Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	265.20	265.20
36	4.00 Each	Hon Company LLC H36723R--L-\$(P1)-.P Brigade Ped "R" Pull Freestanding B/B/F 23"D x 28"H	299.84	1,199.36



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		.L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO		
37	2.00 Each	Hon Company LLC H36823R--L-\$(P1)-.P Brigade Ped "R" Pull Freestanding F/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	299.84	599.68
38	1.00 Each	Hon Company LLC H9185LSNR--X-\$(P1)-.P Flagship Lat 64 1/4"x36" w/Open Shelves/R Pulls .X:OMT Core to Order Key Alike \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	1,095.12	1,095.12
39	3.00 Each	Hon Company LLC HLSL72TW--\$(A)-.APN-17 Tackboard for 72" W Wallmount Tackboard \$(A):Grd A Fabric .APN:Appoint 17:Dark Pewter Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	226.40	679.20
40	1.00 Each	Hon Company LLC HWR1872PN--\$(L1STD)-.LKI1-.KI Systems Rectangle Worksurface 18Dx72W Edgeban \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .KI:Kingswood Walnut Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	216.64	216.64
41	3.00 Each	Knoll Inc. YSMWMS72LS--UBKT-UBKT-(RANDOM) Metal Cabinet With Sliding Doors, Wall Mounted, 72W 15D 14H, UBKT:FINISH- Ultra Black (Textured) (CP) UBKT:PULL- Ultra Black (Textured) (CP) (RANDOM):LOCK- Randomly Keyed Tag: Tag TG: DARE SRO Tag L1: DARE SRO Tag L3: DARE SRO	804.51	2,413.53
42	3.00 Each	Hon Company LLC HIWMRA--Y1-.V-.S-.0S-\$(1)-.SNBLE-34-.BL-.SB-.T Ign 2.0 Mid-back ReActiv .Y1:Synchro-Tilt W Seat Slider .V:All-Adjustable Arm .S:Black All-Surface Caster .0S:Charcoal \$(1):Grade 1 Uph .SNBLE:Noble Seating 34:Inky .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: DARE SRO Tag L1: DARE SRO	420.40	1,261.20



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		Tag L3: DARE SRO		
43	5.00 Each	Knoll Inc. YL4L44 LED Task Light, 44Wx2D, for Use With 48" and Wider Overheads Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	604.17	3,020.85
44	4.00 Each	Hon Company LLC HF23C---X103E Lock Core Replacement Kit Brushed Chrome .X103E:103E Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	29.20	116.80
45	4.00 Each	Hon Company LLC HF23C---X104E Lock Core Replacement Kit Brushed Chrome .X104E:104E Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	29.20	116.80
46	4.00 Each	Hon Company LLC HF23C---X104E Lock Core Replacement Kit Brushed Chrome .X104E:104E Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	29.20	116.80
47	4.00 Each	Hon Company LLC HF23C---X105E Lock Core Replacement Kit Brushed Chrome .X105E:105E Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	29.20	116.80
48	4.00 Each	Hon Company LLC HF23C---X106E Lock Core Replacement Kit Brushed Chrome .X106E:106E Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	29.20	116.80
49	5.00 Each	Hon Company LLC HHN831124---S Flat Bracket 24D .S:Charcoal Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	31.36	156.80
50	5.00 Each	Hon Company LLC HL1436BH--\$(L1STD)-.P 14D x 36"W x 35" H Bookcase Hutch (no doors) \$(L1STD):Grd L1 Standard Laminates .P:Black Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	433.20	2,166.00
51	8.00 Each	Hon Company LLC H36723R--.L-\$(P1)-.P Brigade Ped "R" Pull Freestanding B/B/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: DETECTIVE	299.84	2,398.72



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		Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE		
52	5.00 Each	Hon Company LLC H36823R--L-\$(P1)-.P Brigade Ped "R" Pull Freestanding F/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	299.84	1,499.20
53	1.00 Each	Hon Company LLC H872--L-\$(P1)-.P Brigade 800 Series Lateral File 2 Drawer 30W .L:Standard Random Key Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	461.52	461.52
54	5.00 Each	Hon Company LLC HL72TW--\$(A)-.APN-17 Tackboard for 72" W Wallmount Tackboard \$(A):Grd A Fabric .APN:Appoint 17:Dark Pewter Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	226.40	1,132.00
55	10.00 Each	Hon Company LLC HNL30SHR--X-\$(L1STD)-.P Shroud 30"D .X:No Grommet \$(L1STD):L1 Standard Lam Opts .P:Black Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	503.20	5,032.00
56	2.00 Each	Hon Company LLC HNLLEP2428L--P-\$(L1STD)-.LK11 15-3/4Wx24Dx28-1/2H L-Shaped End Panel Left .P:Black \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	200.00	400.00
57	3.00 Each	Hon Company LLC HNLLEP2428R--P-\$(L1STD)-.P 15-3/4Wx24Dx28-1/2H L-Shaped End Panel Right .P:Black \$(L1STD):Grd L1 Standard Laminates .P:Black Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	200.00	600.00
58	5.00 Each	Knoll Inc. YSMWMS72LS--UBKT-UBKT-(RANDOM) Metal Cabinet With Sliding Doors, Wall Mounted, 72W 15D 14H, UBKT:FINISH- Ultra Black (Textured) (CP) UBKT:PULL- Ultra Black (Textured) (CP) (RANDOM):LOCK- Randomly Keyed Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	804.51	4,022.55



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59	5.00 Each	Hon Company LLC HHATB2S3LT--\$(P1)-.P71-.X-.MEM 2 Stage 3 Leg T Foot \$(P1):P1 Paint Opts .P71:Black .X:Standard Glide .MEM:Memory Preset Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	682.15	3,410.75
60	5.00 Each	Hon Company LLC HUSLMOD1348--\$(L1STD)-.P-.P-.P Laminate Modesty 13h x 48w \$(L1STD):Grd L1 Standard Laminates .P:Black .P:Black .P:Black Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	221.76	1,108.80
61	5.00 Each	Hon Company LLC HHATW2448CT--\$(L1STD)-.LKI1-.KI-.G1-P 48W x 24D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .KI:Kingswood Walnut .G1:1 Grommet - Centered P:Black Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	170.56	852.80
62	5.00 Each	Hon Company LLC HLSL2036L2--\$(L1STD)-.P-\$(L1STD)-.P-.P Voi 2 drawer lateral: 20x36x29.5 \$(L1STD):Grd L1 Standard Laminates .P:Black \$(L1STD):Grd L1 Standard Laminates .P:Black .P:Black Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	710.00	3,550.00
63	5.00 Each	Hon Company LLC HNLRC2496--.G-KI-.P-\$(L1STD)-.LKI1 96W x 24D Rectangle Worksurface .G:Smooth Flat KI:Kingswood Walnut .P:Black \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	319.60	1,598.00
64	5.00 Each	Hon Company LLC HHATW3066CT--\$(L1STD)-.LKI1-.KI-.G2-P-.P 66W x 30D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .KI:Kingswood Walnut .G2:2 Grommets - Offset P:Black .P:Black Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	239.68	1,198.40
65	8.00	Hon Company LLC	254.80	2,038.40



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	Each	HIGS6--.N-.E-.0S-\$(1)-.UR-96-.T Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .N:Armless .E:Nylon Glide .0S:Charcoal ReActiv \$(1):Grade 1 Uph .UR:Contourett 96:Ocean .T:Black Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE		
66	5.00 Each	Hon Company LLC HIWMRA--.Y1-.V-.S-.0S-\$(1)-.SNBLE-34-.BL-.SB-.T Ign 2.0 Mid-back ReActiv .Y1:Synchro-Tilt W Seat Slider .V:All-Adjustable Arm .S:Black All-Surface Caster .0S:Charcoal \$(1):Grade 1 Uph .SNBLE:Noble Seating 34:Inky .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: DETECTIVE Tag L1: DETECTIVE OFFICE Tag L3: DETECTIVE OFFICE	420.40	2,102.00
67	3.00 Each	Hon Company LLC HIGS6--.N-.E-.0S-\$(1)-.UR-96-.T Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .N:Armless .E:Nylon Glide .0S:Charcoal ReActiv \$(1):Grade 1 Uph .UR:Contourett 96:Ocean .T:Black Tag: Tag TG: INTERVIEW Tag L1: INTERVIEW Tag L3: INTERVIEW	254.80	764.40
68	1.00 Each	Knoll Inc. YL4L44 LED Task Light, 44Wx2D, for Use With 48" and Wider Overheads Tag: Tag TG: K9 Tag L1: K9 Tag L3: K9	604.17	604.17
69	2.00 Each	Safco Products Company 5288BL--BL Industrial Wire Shelving Starter Unit, 24 x 36" BL:Black Tag: Tag TG: K9 Tag L1: K9 Tag L3: K9	285.00	570.00
70	2.00 Each	Hon Company LLC HF23C---.X111E Lock Core Replacement Kit Brushed Chrome .X111E:111E Tag: Tag TG: K9 Tag L1: K9 Tag L3: K9	29.20	58.40
71	2.00 Each	Hon Company LLC HHN831124--.S Flat Bracket 24D .S:Charcoal Tag: Tag TG: K9	31.36	62.72



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		Tag L1: K9 Tag L3: K9		
72	1.00 Each	Hon Company LLC HLSLZ5SC72--.P 60"W External Stiffener .P:Black Tag: Tag TG: K9 Tag L1: K9 Tag L3: K9	69.60	69.60
73	1.00 Each	Hon Company LLC HNL11SUPP--\$(L1STD)-.P 1-1/8Wx10-1/2Dx28-1/2H Support Brace \$(L1STD):Grd L1 Standard Laminates .P:Black Tag: Tag TG: K9 Tag L1: K9 Tag L3: K9	91.20	91.20
74	1.00 Each	Hon Company LLC H10592--\$(L1STD)-.LK11-P 10500 Series Desk Shell 72W x 30D x 29-1/2H \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut P:Black Tag: Tag TG: K9 Tag L1: K9 Tag L3: K9	425.20	425.20
75	1.00 Each	Hon Company LLC H36723R--.L-\$(P1)-.P Brigade Ped "R" Pull Freestanding B/B/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: K9 Tag L1: K9 Tag L3: K9	299.84	299.84
76	1.00 Each	Hon Company LLC H36823R--.L-\$(P1)-.P Brigade Ped "R" Pull Freestanding F/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: K9 Tag L1: K9 Tag L3: K9	299.84	299.84
77	1.00 Each	Hon Company LLC HLSL72TW--\$(A)-.APN-17 Tackboard for 72" W Wallmount Tackboard \$(A):Grd A Fabric .APN:Appoint 17:Dark Pewter Tag: Tag TG: K9 Tag L1: K9 Tag L3: K9	226.40	226.40
78	1.00 Each	Hon Company LLC HNLLEP2428R--.P-\$(L1STD)-.P 15-3/4Wx24Dx28-1/2H L-Shaped End Panel Right .P:Black \$(L1STD):Grd L1 Standard Laminates .P:Black Tag: Tag TG: K9 Tag L1: K9 Tag L3: K9	200.00	200.00
79	1.00 Each	Knoll Inc. YSMWMS72LS--UBKT-UBKT-(RANDOM) Metal Cabinet With Sliding Doors, Wall Mounted, 72W 15D 14H,	804.51	804.51



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		UBKT:FINISH- Ultra Black (Textured) (CP) UBKT:PULL- Ultra Black (Textured) (CP) (RANDOM):LOCK- Randomly Keyed Tag: Tag TG: K9 Tag L1: K9 Tag L3: K9		
80	1.00 Each	Hon Company LLC HNLRC2442--G-KI-.P-\$(L1STD)-.LK11 42W x 24D Rectangle Worksurface .G:Smooth Flat KI:Kingswood Walnut .P:Black \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut Tag: Tag TG: K9 Tag L1: K9 Tag L3: K9	154.80	154.80
81	1.00 Each	Hon Company LLC HNLRC2472--G-KI-.P-\$(L1STD)-.LK11 72W x 24D Rectangle Worksurface .G:Smooth Flat KI:Kingswood Walnut .P:Black \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut Tag: Tag TG: K9 Tag L1: K9 Tag L3: K9	221.20	221.20
82	1.00 Each	Hon Company LLC HIGS6--N-.E-.0S-\$(1)-.UR-96-.T Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .N:Armless .E:Nylon Glide .0S:Charcoal ReActiv \$(1):Grade 1 Uph .UR:Contourett 96:Ocean .T:Black Tag: Tag TG: K9 Tag L1: K9 Tag L3: K9	254.80	254.80
83	1.00 Each	Hon Company LLC HIWMRA--Y1-.V-.S-.0S-\$(1)-.SNBLE-34-.BL-.SB-.T Ign 2.0 Mid-back ReActiv .Y1:Synchro-Tilt W Seat Slider .V:All-Adjustable Arm .S:Black All-Surface Caster .0S:Charcoal \$(1):Grade 1 Uph .SNBLE:Noble Seating 34:Inky .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: K9 Tag L1: K9 Tag L3: K9	420.40	420.40
84	2.00 Each	Knoll Inc. YL4L44 LED Task Light, 44Wx2D, for Use With 48" and Wider Overheads Tag: Tag TG: KENNEL Tag L1: KENNEL Tag L3: KENNEL	604.17	1,208.34
85	2.00 Each	Hon Company LLC HHN831130--.S Flat Bracket 30D	31.36	62.72



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		.S:Charcoal Tag: Tag TG: KENNEL Tag L1: KENNEL Tag L3: KENNEL		
86	2.00 Each	Hon Company LLC HLSLZ5SC60--P 48"W External Stiffener .P:Black Tag: Tag TG: KENNEL Tag L1: KENNEL Tag L3: KENNEL	61.60	123.20
87	2.00 Each	Hon Company LLC H10524LEP--\$(L1STD)-P 15-3/4Wx23-7/8Dx28-1/2H L-Shaped End Panel \$(L1STD):Grd L1 Standard Laminates .P:Black Tag: Tag TG: KENNEL Tag L1: KENNEL Tag L3: KENNEL	152.00	304.00
88	2.00 Each	Hon Company LLC H10530LEP--\$(L1STD)-P 15-3/4Wx29-7/8Dx28-1/2H L-Shaped End Panel \$(L1STD):Grd L1 Standard Laminates .P:Black Tag: Tag TG: KENNEL Tag L1: KENNEL Tag L3: KENNEL	161.60	323.20
89	2.00 Each	Hon Company LLC SPLH-105-PANEL.M1092--Item #-Request # L-Shaped End Panel Custom Height: 42H to support a surface a Item #:M1092271 Request #:REQ-00317719 Tag: Tag TG: KENNEL Tag L1: KENNEL Tag L3: KENNEL	176.80	353.60
90	2.00 Each	Hon Company LLC H105R2466--\$(L1STD)-.LKI1-KI 66Vx24D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut KI:Kingswood Walnut Tag: Tag TG: KENNEL Tag L1: KENNEL Tag L3: KENNEL	185.20	370.40
91	2.00 Each	Hon Company LLC H105R3060--\$(L1STD)-.LKI1-KI 60Wx30D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut KI:Kingswood Walnut Tag: Tag TG: KENNEL Tag L1: KENNEL Tag L3: KENNEL	195.60	391.20
92	2.00 Each	Hon Company LLC H36723R--L-\$(P1)-P Brigade Ped "R" Pull Freestanding B/B/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: KENNEL Tag L1: KENNEL Tag L3: KENNEL	299.84	599.68
93	1.00 Each	Hon Company LLC H873--L-\$(P1)-P Brigade 800 Series Lateral File 3 Drawer 30W	654.48	654.48



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		.L:Standard Random Key Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: KENNEL Tag L1: KENNEL Tag L3: KENNEL		
94	2.00 Each	Hon Company LLC HL72TW--\$(A)-.APN-17 Tackboard for 72" W Wallmount Tackboard \$(A):Grd A Fabric .APN:Appoint 17:Dark Pewter Tag: Tag TG: KENNEL Tag L1: KENNEL Tag L3: KENNEL	226.40	452.80
95	1.00 Each	Hon Company LLC HWR2484PN--\$(L1STD)-.LK11-.KI 24"D x 84"W Rect WS - Edgeband no grom \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut .KI:Kingswood Walnut Tag: Tag TG: KENNEL Tag L1: KENNEL Tag L3: KENNEL	350.08	350.08
96	2.00 Each	Knoll Inc. YSMWMS72LS--UBKT-UBKT-(RANDOM) Metal Cabinet With Sliding Doors, Wall Mounted, 72W 15D 14H, UBKT:FINISH- Ultra Black (Textured) (CP) UBKT:PULL- Ultra Black (Textured) (CP) (RANDOM):LOCK- Randomly Keyed Tag: Tag TG: KENNEL Tag L1: KENNEL Tag L3: KENNEL	804.51	1,609.02
97	2.00 Each	Hon Company LLC HIWMRA--.Y1-.V-.S-.OS-\$(1)-.SNBLE-34-.BL-.SB-.T Ign 2.0 Mid-back ReActiv .Y1:Synchro-Tilt W Seat Slider .V:All-Adjustable Arm .S:Black All-Surface Caster .OS:Charcoal \$(1):Grade 1 Uph .SNBLE:Noble Seating 34:Inky .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: KENNEL Tag L1: KENNEL Tag L3: KENNEL	420.40	840.80
98	1.00 Each	Knoll Inc. YL4L44 LED Task Light, 44Wx2D, for Use With 48" and Wider Overheads Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	604.17	604.17
99	4.00 Each	Safco Products Company 5294BL--BL Industrial Wire Shelving Starter Unit, 24 x 48" BL:Black Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	299.00	1,196.00
100	2.00 Each	Hon Company LLC HF23C--.X112E Lock Core Replacement Kit Brushed Chrome	29.20	58.40



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		.X112E:112E Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY		
101	2.00 Each	Hon Company LLC HF23C--X113E Lock Core Replacement Kit Brushed Chrome .X113E:113E Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	29.20	58.40
102	1.00 Each	Hon Company LLC HLSLZ5SC54--P 42"W External Stiffener .P:Black Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	58.80	58.80
103	1.00 Each	Hon Company LLC HLSLZ5SC84--P 72"W External Stiffener .P:Black Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	69.60	69.60
104	2.00 Each	Hon Company LLC H10524LEP--\$(L1STD)-P 15-3/4Wx23-7/8Dx28-1/2H L-Shaped End Panel \$(L1STD):Grd L1 Standard Laminates .P:Black Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	152.00	304.00
105	2.00 Each	Hon Company LLC H10524TSUPP--\$(L1STD)-P 8Wx23-3/4Dx28-1/2H T-Support Brace \$(L1STD):Grd L1 Standard Laminates .P:Black Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	126.00	252.00
106	2.00 Each	Hon Company LLC H105362--\$(L1STD)-LKI1 42Wx9-7/8Dx4-3/4H Wall Mount Open Shelf \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	156.80	313.60
107	1.00 Each	Hon Company LLC HSDSL29--\$(P1)-P Abode Shared Leg \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	179.20	179.20
108	2.00 Each	Hon Company LLC H105R2430--\$(L1STD)-LKI1-KI 30Wx24D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut KI:Kingswood Walnut Tag: Tag TG: PROPERTY Tag L1: PROPERTY	116.80	233.60



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		Tag L3: PROPERTY		
109	1.00 Each	Hon Company LLC H105R2472--\$(L1STD)-.LKI1-KI 72Wx24D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut KI:Kingswood Walnut Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	191.20	191.20
110	2.00 Each	Hon Company LLC H105R2484--\$(L1STD)-.LKI1-KI 84Wx24D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut KI:Kingswood Walnut Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	244.40	488.80
111	3.00 Each	Hon Company LLC H36723R--.L-\$(P1)-.P Brigade Ped "R" Pull Freestanding B/B/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	299.84	899.52
112	2.00 Each	Hon Company LLC H36823R--.L-\$(P1)-.P Brigade Ped "R" Pull Freestanding F/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	299.84	599.68
113	1.00 Each	Hon Company LLC HL72TW--\$(A)-.APN-17 Tackboard for 72" W Wallmount Tackboard \$(A):Grd A Fabric .APN:Appoint 17:Dark Pewter Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	226.40	226.40
114	1.00 Each	Knoll Inc. YSMWMS72LS--UBKT-UBKT-(RANDOM) Metal Cabinet With Sliding Doors, Wall Mounted, 72W 15D 14H, UBKT:FINISH- Ultra Black (Textured) (CP) UBKT:PULL- Ultra Black (Textured) (CP) (RANDOM):LOCK- Randomly Keyed Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	804.51	804.51
115	2.00 Each	Hon Company LLC HHATB2S2LT--\$(P1)-.P71-.X-.MEM 2 Stage 2 Leg Rectangle T Foot \$(P1):P1 Paint Opts .P71:Black .X:Standard Glide .MEM:Memory Preset Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	396.90	793.80



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116	1.00 Each	Hon Company LLC HHATW3084CT--\$(L1STD)-.LKI1-.KI-.G2-P-.P 84W x 30D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .KI:Kingswood Walnut .G2:2 Grommets - Offset P:Black .P:Black Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	291.84	291.84
117	1.00 Each	Hon Company LLC HHATW3096CT--\$(L1STD)-.LKI1-.KI-.G2-P-.P 96W x 30D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .KI:Kingswood Walnut .G2:2 Grommets - Offset P:Black .P:Black Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	315.20	315.20
118	1.00 Each	Hon Company LLC HIGS6--.N-.E-.0S-\$(1)-.UR-96-.T Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .N:Armless .E:Nylon Glide .0S:Charcoal ReActiv \$(1):Grade 1 Uph .UR:Contourett 96:Ocean .T:Black Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	254.80	254.80
119	2.00 Each	Hon Company LLC HIGS6--.N-.E-.0S-\$(1)-.UR-96-.T Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .N:Armless .E:Nylon Glide .0S:Charcoal ReActiv \$(1):Grade 1 Uph .UR:Contourett 96:Ocean .T:Black Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	254.80	509.60
120	1.00 Each	Hon Company LLC HIWMRA--.Y1-.V-.S-.0S-\$(1)-.SNBLE-34-.BL-.SB-.T Ign 2.0 Mid-back ReActiv .Y1:Synchro-Tilt W Seat Slider .V:All-Adjustable Arm .S:Black All-Surface Caster .0S:Charcoal \$(1):Grade 1 Uph .SNBLE:Noble Seating 34:Inky .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: PROPERTY Tag L1: PROPERTY Tag L3: PROPERTY	420.40	420.40



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121	1.00 Each	Hon Company LLC HH870930 Tasklight 30W Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS	135.60	135.60
122	1.00 Each	Hon Company LLC HRVCGGC Gallery-to-Gallery Connection Cover Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS	0.00	0.00
123	1.00 Each	Hon Company LLC HRVGSHW Split Gallery Panel Hardware Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS	0.00	0.00
124	1.00 Each	Hon Company LLC SPLH-ABND-GALPNL.M10 35H x 96W Split Gallery Panel Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS	450.88	450.88
125	1.00 Each	Hon Company LLC SPLH-ABND-GALPNL.M10 35H x 72W L Gallery-to-Gallery Panel Left Hand Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS	498.24	498.24
126	2.00 Each	Hon Company LLC HF23C--.X101E Lock Core Replacement Kit Brushed Chrome .X101E:101E Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS	29.20	58.40
127	1.00 Each	Hon Company LLC HLSLZ5SC72--.P 60"W External Stiffener .P:Black Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS	69.60	69.60
128	3.00 Each	Hon Company LLC HRVGTGG--.P Gallery-to-gallery template .P:Black Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS	29.12	87.36
129	2.00 Each	Hon Company LLC HEGPEC--\$(P1)-.P Accel Gallery Panel End Connector \$(P1):Grade 1 .P:Black Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS	53.76	107.52
130	1.00 Each	Hon Company LLC HSDEP2429F--\$(P1)-.P 24"D End-Panel Supports: Freestanding \$(P1):P1 Paint Opts .P:Black	94.08	94.08



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		Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS		
131	1.00 Each	Hon Company LLC H105380--\$(L1STD)-.LKI1-LKI1 10500 Series Wall Mounted Storage Cab 30"W x 14-5/8"D \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut LKI1:Kingswood Walnut Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS	389.20	389.20
132	1.00 Each	Hon Company LLC SPLH-ABND-GPHARDWARE--.~~~\$(P1)-.P Custom Gallery Hardware Kit ~~~Enter Custom "M" Number \$(P1):Select Core Paint .P:Black Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS	0.32	0.32
133	1.00 Each	Hon Company LLC HHATB2S2LT--\$(P1)-.P71-.X-.MEM 2 Stage 2 Leg Rectangle T Foot \$(P1):P1 Paint Opts .P71:Black .X:Standard Glide .MEM:Memory Preset Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS	396.90	396.90
134	1.00 Each	Hon Company LLC HWR2472P--\$(L1STD)-.LKI1-.KI-.P Systems Rectangular Worksurface Edgeband 24D x 72W \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .KI:Kingswood Walnut .P:Black Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS	247.36	247.36
135	1.00 Each	Hon Company LLC HLSL2430MF--\$(L1STD)-.LKI1-\$(L1STD)-.LKI1-.P 24"D x 30"W Multi File Lateral File \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .P:Black Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS	865.20	865.20
136	1.00 Each	Hon Company LLC HHATW3072CT--\$(L1STD)-.LKI1-.KI-.G2-P-.P 72W x 30D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .KI:Kingswood Walnut .G2:2 Grommets - Offset P:Black .P:Black Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS	253.76	253.76
137	1.00	Hon Company LLC	294.72	294.72



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	Each	HRVG3524GGL--\$(L1STD)-.LKI1-.KI-.VLG-\$(P1)-.P-.G 35H x 24W Gallery to Gallery L no glass LH \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .KI:Kingswood Walnut .VLG:Horizontal Grain/Solid LamOnly \$(P1):Grade 1 .P:Black .G:Glides Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS		
138	1.00 Each	Hon Company LLC HRVG3530GGR--\$(L1STD)-.LKI1-.KI-.VLG-\$(P1)-.P-.G 35H x 30W Gallery to Gallery L no glass RH \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .KI:Kingswood Walnut .VLG:Horizontal Grain/Solid LamOnly \$(P1):Grade 1 .P:Black .G:Glides Tag: Tag TG: RECORDS Tag L1: RECORDS Tag L3: RECORDS	318.08	318.08
139	10.00 Each	Hon Company LLC HMBFLIP24L--.C-\$(P1)-.P Huddle Flip Top Base for 24x60 and 24x72 Tops .C:Casters \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: ROLL CALL Tag L1: ROLL CALL Tag L3: ROLL CALL	362.16	3,621.60
140	10.00 Each	Hon Company LLC HMT2472G--.N-\$(L1STD)-.LKI1-.KI Huddle 24x72 Table Top w/Edgeband .N:No Grommets \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .KI:Kingswood Walnut Tag: Tag TG: ROLL CALL Tag L1: ROLL CALL Tag L3: ROLL CALL	249.48	2,494.80
141	22.00 Each	Hon Company LLC HIGS6--.N-.E-.OS-\$(1)-.UR-96-.T Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .N:Armless .E:Nylon Glide .OS:Charcoal ReActiv \$(1):Grade 1 Uph .UR:Contourett 96:Ocean .T:Black Tag: Tag TG: ROLL CALL Tag L1: ROLL CALL Tag L3: ROLL CALL	254.80	5,605.60
142	3.00 Each	Knoll Inc. YL4L44 LED Task Light, 44Wx2D, for Use With 48" and Wider Overheads Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	604.17	1,812.51
143	4.00 Each	Hon Company LLC HF23C--.X107E Lock Core Replacement Kit Brushed Chrome	29.20	116.80



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		.X107E:107E Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1		
144	4.00 Each	Hon Company LLC HF23C--X108E Lock Core Replacement Kit Brushed Chrome .X108E:108E Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	29.20	116.80
145	4.00 Each	Hon Company LLC HF23C--X109E Lock Core Replacement Kit Brushed Chrome .X109E:109E Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	29.20	116.80
146	6.00 Each	Hon Company LLC HHN831124--S Flat Bracket 24D .S:Charcoal Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	31.36	188.16
147	2.00 Each	Hon Company LLC HLSL1436BH--\$(L1STD)--.LKI1 14D x 36"W x 35" H Bookcase Hutch (no doors) \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	433.20	866.40
148	3.00 Each	Hon Company LLC H36723R--.L-\$(P1)-.P Brigade Ped "R" Pull Freestanding B/B/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	299.84	899.52
149	3.00 Each	Hon Company LLC H36823R--.L-\$(P1)-.P Brigade Ped "R" Pull Freestanding F/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	299.84	899.52
150	3.00 Each	Hon Company LLC H872--.L-\$(P1)-.P Brigade 800 Series Lateral File 2 Drawer 30W .L:Standard Random Key Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	461.52	1,384.56
151	1.00 Each	Hon Company LLC H9193N--.L-\$(P1)-.P Flagship 42W 3-Drw "N" Pull Lateral 42W 39-1/8H 18D .L:Standard Random Key Lock \$(P1):P1 Paint Opts	904.68	904.68



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		.P:Black Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1		
152	3.00 Each	Hon Company LLC HLSL66TW--\$(A)-.APN-17 Tackboard for 66" W Wallmount Tackboard \$(A):Grd A Fabric .APN:Appointment 17:Dark Pewter Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	216.40	649.20
153	3.00 Each	Hon Company LLC HMBPOST1--.G-\$(P1)-.P Single Post Leg with Glide .G:Glide \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	138.88	416.64
154	6.00 Each	Hon Company LLC HNL30SHR--.X-\$(L1STD)-.LKI1 Shroud 30"D .X:No Grommet \$(L1STD):L1 Standard Lam Opts .LKI1:Kingswood Walnut Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	503.20	3,019.20
155	2.00 Each	Hon Company LLC HNLEP2428L--.P-\$(L1STD)-.P 1-1/8Wx23-1/8Dx28-1/2H End Panel for 24D Left .P:Black \$(L1STD):Grd L1 Standard Laminates .P:Black Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	124.00	248.00
156	1.00 Each	Hon Company LLC HNLEP2428R--.P-\$(L1STD)-.P 1-1/8Wx23-1/8Dx28-1/2H End Panel for 24D Right .P:Black \$(L1STD):Grd L1 Standard Laminates .P:Black Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	124.00	124.00
157	3.00 Each	Hon Company LLC HNLMP6628--.P-\$(L1STD)-.P 66W x 27-7/8H Modesty / Back Panel .P:Black \$(L1STD):Grd L1 Standard Laminates .P:Black Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	163.20	489.60
158	3.00 Each	Knoll Inc. YSMWMS60LS--UBKT-UBKT-(RANDOM) Metal Cabinet With Sliding Doors, Wall Mounted, 60W 15D 14H, UBKT:FINISH- Ultra Black (Textured) (CP) UBKT:PULL- Ultra Black (Textured) (CP) (RANDOM):LOCK- Randomly Keyed Tag: Tag TG: SGTS OFFIC	739.62	2,218.86



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		Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1		
159	3.00 Each	Hon Company LLC HHATB2S3LT--\$(P1)-.P71-.X-.MEM 2 Stage 3 Leg T Foot \$(P1):P1 Paint Opts .P71:Black .X:Standard Glide .MEM:Memory Preset Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	682.15	2,046.45
160	3.00 Each	Hon Company LLC HUSLMOD1354--\$(L1STD)-.P-.P-.P Laminate Modesty 13h x 54w \$(L1STD):Grd L1 Standard Laminates .P:Black .P:Black .P:Black Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	258.56	775.68
161	3.00 Each	Hon Company LLC SPLH-SYST-WSP-PRG.M1--\$(L1STD)-.LK11-.KI- Systems Worksurface Approved to be 10D x 60W Rectangle Works \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut .KI:Kingswood Walnut :CUSTOM CUT TO FIT Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	210.56	631.68
162	3.00 Each	Hon Company LLC HHATW2448CT--\$(L1STD)-.LK11-.KI-.G1-P 48W x 24D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut .KI:Kingswood Walnut .G1:1 Grommet - Centered P:Black Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	170.56	511.68
163	2.00 Each	Hon Company LLC HLSL2036L2--\$(L1STD)-.LK11-\$(L1STD)-.LK11-.P Voi 2 drawer lateral: 20x36x29.5 \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut .P:Black Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	710.00	1,420.00
164	3.00 Each	Hon Company LLC SPLH-CONC-RECTWS.M10--.G-KI-.P-\$(L1STD)-.LK11 Special Approval to be HNLRC2472, RECTANGLE WORKSURFACE, mod .G:Smooth Flat KI:Kingswood Walnut .P:Black \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	225.92	677.76



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165	3.00 Each	Hon Company LLC HHATW3072CT--\$(L1STD)-.LK11-.KI-.G2-P-.P 72W x 30D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut .KI:Kingswood Walnut .G2:2 Grommets - Offset P:Black .P:Black Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	253.76	761.28
166	3.00 Each	Hon Company LLC HIGS6--.N-.E-.0S-\$(1)-.UR-96-.T Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .N:Armless .E:Nylon Glide .0S:Charcoal ReActiv \$(1):Grade 1 Uph .UR:Contourett 96:Ocean .T:Black Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	254.80	764.40
167	3.00 Each	Hon Company LLC HIWMRA--.Y1-.V-.S-.0S-\$(1)-.SNBLE-34-.BL-.SB-.T Ign 2.0 Mid-back ReActiv .Y1:Synchro-Tilt W Seat Slider .V:All-Adjustable Arm .S:Black All-Surface Caster .0S:Charcoal \$(1):Grade 1 Uph .SNBLE:Noble Seating 34:Inky .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: SGTS OFFIC Tag L1: SGTS OFFICE 1 Tag L3: SGTS OFFICE 1	420.40	1,261.20
168	1.00 Each	Hon Company LLC HMBTLEG24--.C-\$(P1)-.P Huddle Fixed Height T-leg bas For 24" tops .C:Casters \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: SHIFT SUP/ Tag L1: SHIFT SUP/REPORT Tag L3: SHIFT SUP/REPORT	246.96	246.96
169	1.00 Each	Hon Company LLC HMT3048G--.N-\$(L1STD)-.LK11-.KI Huddle 30x48 Table Top w/Edgeband .N:No Grommets \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut .KI:Kingswood Walnut Tag: Tag TG: SHIFT SUP/ Tag L1: SHIFT SUP/REPORT Tag L3: SHIFT SUP/REPORT	213.12	213.12
170	5.00 Each	Hon Company LLC HIGS6--.N-.E-.0S-\$(1)-.UR-96-.T Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .N:Armless .E:Nylon Glide .0S:Charcoal ReActiv	254.80	1,274.00



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		\$(1):Grade 1 Uph .UR:Contourett 96:Ocean .T:Black Tag: Tag TG: SHIFT SUP/ Tag L1: SHIFT SUP/REPORT Tag L3: SHIFT SUP/REPORT		
171	7.00 Each	Hon Company LLC HIWMRA--Y1-.V-.S-.0S-\$(1)-.SNBLE-34-.BL-.SB-.T Ign 2.0 Mid-back ReActiv .Y1:Synchro-Tilt W Seat Slider .V:All-Adjustable Arm .S:Black All-Surface Caster .0S:Charcoal \$(1):Grade 1 Uph .SNBLE:Noble Seating 34:Inky .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: SHIFT SUP/ Tag L1: SHIFT SUP/REPORT Tag L3: SHIFT SUP/REPORT	420.40	2,942.80
172	4.00 Each	Knoll Inc. YL4L44 LED Task Light, 44Wx2D, for Use With 48" and Wider Overheads Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	604.17	2,416.68
173	3.00 Each	Hon Company LLC HF23C--X113E Lock Core Replacement Kit Brushed Chrome .X113E:113E Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	29.20	87.60
174	3.00 Each	Hon Company LLC HF23C--X114E Lock Core Replacement Kit Brushed Chrome .X114E:114E Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	29.20	87.60
175	6.00 Each	Hon Company LLC HF23C--X115E Lock Core Replacement Kit Brushed Chrome .X115E:115E Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	29.20	175.20
176	4.00 Each	Hon Company LLC HHN831124--S Flat Bracket 24D .S:Charcoal Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	31.36	125.44
177	1.00 Each	Hon Company LLC HLSLZ5SC48--P 36"W External Stiffener .P:Black Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	53.60	53.60
178	1.00	Hon Company LLC	64.00	64.00



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	Each	HLSLZ5SC66--.P 54"W External Stiffener .P:Black Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES		
179	1.00 Each	Hon Company LLC HLSLZ5SC72--.P 60"W External Stiffener .P:Black Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	69.60	69.60
180	4.00 Each	Hon Company LLC H10530LEP--\$(L1STD)-.P 15-3/4Wx29-7/8Dx28-1/2H L-Shaped End Panel \$(L1STD):Grd L1 Standard Laminates .P:Black Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	161.60	646.40
181	1.00 Each	Hon Company LLC HSDDL29--\$(P1)-.P 29.5"H Corner Desk Leg \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	80.32	80.32
182	2.00 Each	Hon Company LLC HSDMP369--\$(P1)-.P Full-Hgt 29-1/2Hx36W Mod Pnl \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	96.32	192.64
183	2.00 Each	Hon Company LLC HSDSL29--\$(P1)-.P Abode Shared Leg \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	179.20	358.40
184	2.00 Each	Hon Company LLC H10524LEP--\$(L1STD)-.P- 15-3/4Wx23-7/8Dx28-1/2H L-Shaped End Panel \$(L1STD):Grd L1 Standard Laminates .P:Black :CUSTOM CUT TO FIT Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	152.00	304.00
185	2.00 Each	Hon Company LLC H105292--\$(L1STD)-.P-P 1050 Series Bookcase Hutch 36"W x 37-1/8"H \$(L1STD):Grd L1 Standard Laminates .P:Black P:Black Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	318.80	637.60
186	2.00 Each	Hon Company LLC H10563--\$(L1STD)-.P-P	542.00	1,084.00



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		10500 Series Lat File 2-Drawer 36W x 20D x \$(L1STD):Grd L1 Standard Laminates .P:Black P:Black Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES		
187	2.00 Each	Hon Company LLC H105R2430--\$(L1STD)-.LKI1-KI 30Wx24D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut KI:Kingswood Walnut Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	116.80	233.60
188	2.00 Each	Hon Company LLC H105R2448--\$(L1STD)-.LKI1-KI 48Wx24D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut KI:Kingswood Walnut Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	148.40	296.80
189	1.00 Each	Hon Company LLC H105R3066--\$(L1STD)-.LKI1-KI 66Wx30D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut KI:Kingswood Walnut Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	209.60	209.60
190	1.00 Each	Hon Company LLC H105R3072--\$(L1STD)-.LKI1-KI 72Wx30D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut KI:Kingswood Walnut Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	224.80	224.80
191	1.00 Each	Hon Company LLC H36720R--.L-\$(P1)-.P Brigade Ped "R" Pull Freestanding B/B/F 20"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	289.28	289.28
192	3.00 Each	Hon Company LLC H36723R--.L-\$(P1)-.P Brigade Ped "R" Pull Freestanding B/B/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	299.84	899.52
193	1.00 Each	Hon Company LLC H36820R--.L-\$(P1)-.P Brigade Ped "R" Pull Freestanding F/F 20 20"D x 28"H .L:Lock	289.28	289.28



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		\$(P1):P1 Paint Opts .P:Black Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES		
194	3.00 Each	Hon Company LLC H36823R--L-\$(P1)-.P Brigade Ped "R" Pull Freestanding F/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	299.84	899.52
195	2.00 Each	Hon Company LLC HL48TW--\$(A)-.APN-17 WM Tackboard for 48W WM Overhead \$(A):Grd A Fabric .APN:Appoint 17:Dark Pewter Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	168.40	336.80
196	1.00 Each	Hon Company LLC HL60TW--\$(A)-.APN-17 Tackboard for 60" W Wallmount Tackboard \$(A):Grd A Fabric .APN:Appoint 17:Dark Pewter Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	192.80	192.80
197	1.00 Each	Hon Company LLC HL72TW--\$(A)-.APN-17 Tackboard for 72" W Wallmount Tackboard \$(A):Grd A Fabric .APN:Appoint 17:Dark Pewter Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	226.40	226.40
198	1.00 Each	Hon Company LLC HWCS3624PN--\$(L1STD)-.LKI1-.KI Systems Corner Wksfc 36Wx24D Edgeband Straight \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .KI:Kingswood Walnut Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	221.76	221.76
199	2.00 Each	Hon Company LLC HWR1836PN--\$(L1STD)-.LKI1-.KI Systems Rectangle Worksurface 18Dx36W Edgeban \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .KI:Kingswood Walnut Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	151.36	302.72
200	2.00 Each	Knoll Inc. YSMWMS48LS--UBKT-UBKT-(RANDOM) Metal Cabinet With Sliding Doors, Wall Mounted, 48W 15D 14H, UBKT:FINISH- Ultra Black (Textured) (CP) UBKT:PULL- Ultra Black (Textured) (CP) (RANDOM):LOCK- Randomly Keyed	594.72	1,189.44



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		Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES		
201	1.00 Each	Knoll Inc. YSMWMS60LS--UBKT-UBKT-(RANDOM) Metal Cabinet With Sliding Doors, Wall Mounted, 60W 15D 14H, UBKT:FINISH- Ultra Black (Textured) (CP) UBKT:PULL- Ultra Black (Textured) (CP) (RANDOM):LOCK- Randomly Keyed Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	739.62	739.62
202	1.00 Each	Knoll Inc. YSMWMS72LS--UBKT-UBKT-(RANDOM) Metal Cabinet With Sliding Doors, Wall Mounted, 72W 15D 14H, UBKT:FINISH- Ultra Black (Textured) (CP) UBKT:PULL- Ultra Black (Textured) (CP) (RANDOM):LOCK- Randomly Keyed Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	804.51	804.51
203	2.00 Each	Hon Company LLC HHATB2S2LT--\$(P1)-.P71-.X-.MEM 2 Stage 2 Leg Rectangle T Foot \$(P1):P1 Paint Opts .P71:Black .X:Standard Glide .MEM:Memory Preset Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	396.90	793.80
204	2.00 Each	Hon Company LLC HHATW3066CT--\$(L1STD)-.LK11-.KI-.G2-P-.P 66W x 30D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut .KI:Kingswood Walnut .G2:2 Grommets - Offset P:Black .P:Black Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	239.68	479.36
205	2.00 Each	Hon Company LLC HSPM211518BFM--R-\$(P1)-P-\$(MATCH)-.NA-.X 21Hx15Wx18D Mob Ped Mtl Front BF .R:Radius \$(P1):P1 Paint Opts .P:Black \$(MATCH):Match Case .NA:Match Case .X:Omit Lock Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	267.20	534.40
206	2.00 Each	Hon Company LLC HIGS6--.N-.E-.0S-\$(1)-.UR-96-.T Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .N:Armless .E:Nylon Glide .0S:Charcoal ReActiv \$(1):Grade 1 Uph .UR:Contourett 96:Ocean .T:Black Tag: Tag TG: SIU/OFFICE	254.80	509.60



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		Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES		
207	4.00 Each	Hon Company LLC HIWMRA--Y1-.V-.S-.0S-\$(1)-.SNBLE-34-.BL-.SB-.T Ign 2.0 Mid-back ReActiv .Y1:Synchro-Tilt W Seat Slider .V:All-Adjustable Arm .S:Black All-Surface Caster .0S:Charcoal \$(1):Grade 1 Uph .SNBLE:Noble Seating 34:Inky .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: SIU/OFFICE Tag L1: SIU/OFFICES Tag L3: SIU/OFFICES	420.40	1,681.60
208	2.00 Each	Knoll Inc. YL4L31 LED Task Light, 31Wx2D, for Use With 36" and Wider Overheads Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE	463.68	927.36
209	3.00 Each	Hon Company LLC HF23C--X108E Lock Core Replacement Kit Brushed Chrome .X108E:108E Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE	29.20	87.60
210	1.00 Each	Hon Company LLC HLSLZ5SC72--P 60"W External Stiffener .P:Black Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE	69.60	69.60
211	2.00 Each	Hon Company LLC H10524LEP--\$(L1STD)-P 15-3/4Wx23-7/8Dx28-1/2H L-Shaped End Panel \$(L1STD):Grd L1 Standard Laminates .P:Black Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE	152.00	304.00
212	1.00 Each	Hon Company LLC H105R2472--\$(L1STD)-.LKI1-KI 72Wx24D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut KI:Kingswood Walnut Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE	191.20	191.20
213	1.00 Each	Hon Company LLC H105R2484--\$(L1STD)-.LKI1-KI 84Wx24D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut KI:Kingswood Walnut Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE	244.40	244.40
214	1.00	Hon Company LLC	299.84	299.84



Proposal

Kansas City
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Suite A
Kansas City, MO 64111
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<https://www.pureworkplace.com/>

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Customer Name	Prairie Village Police Dept
Salesperson	Louden Schwab
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	Each	H36723R--L-\$(P1)-.P Brigade Ped "R" Pull Freestanding B/B/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE		
215	1.00 Each	Hon Company LLC H36823R--L-\$(P1)-.P Brigade Ped "R" Pull Freestanding F/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE	299.84	299.84
216	1.00 Each	Hon Company LLC H872--L-\$(P1)-.P Brigade 800 Series Lateral File 2 Drawer 30W .L:Standard Random Key Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE	461.52	461.52
217	2.00 Each	Hon Company LLC HLSL42TW--\$(A)-.APN-17 WM Tackboard for 42W WM Overhead \$(A):Grd A Fabric .APN:ApPOINT 17:Dark Pewter Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE	156.80	313.60
218	2.00 Each	Hon Company LLC HNL30SHR--X-\$(L1STD)-.P Shroud 30"D .X:No Grommet \$(L1STD):L1 Standard Lam Opts .P:Black Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE	503.20	1,006.40
219	2.00 Each	Knoll Inc. YSMWMS42LS--UBKT-UBKT-(RANDOM) Metal Cabinet With Sliding Doors, Wall Mounted, 42W 15D 14H, UBKT:FINISH- Ultra Black (Textured) (CP) UBKT:PULL- Ultra Black (Textured) (CP) (RANDOM):LOCK- Randomly Keyed Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE	564.17	1,128.34
220	1.00 Each	Hon Company LLC HHATB2S2LT--\$(P1)-.P71-.X-.MEM 2 Stage 2 Leg Rectangle T Foot \$(P1):P1 Paint Opts .P71:Black .X:Standard Glide .MEM:Memory Preset Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE	396.90	396.90
221	1.00 Each	Hon Company LLC HUSLMOD1348--\$(L1STD)-.P-.P-.P	221.76	221.76



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		Laminate Modesty 13h x 48w \$(L1STD):Grd L1 Standard Laminates .P:Black .P:Black .P:Black Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE		
222	1.00 Each	Hon Company LLC HFTPTL18--G-KI-\$(L1STD)-.LK11-\$(P1)-.P7A Flock 18 Personal Table Laminate .G:2MM Edge KI:Kingswood Walnut \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut \$(P1):P1 Paint Opts .P7A:Textured Charcoal Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE	377.64	377.64
223	1.00 Each	Hon Company LLC HHATW3066CT--\$(L1STD)-.LK11-.KI-.G2-P-.P 66W x 30D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut .KI:Kingswood Walnut .G2:2 Grommets - Offset P:Black .P:Black Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE	239.68	239.68
224	2.00 Each	Hon Company LLC HIGS6--.N-.E-.0S-\$(1)-.UR-96-.T Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .N:Armless .E:Nylon Glide .0S:Charcoal ReActiv \$(1):Grade 1 Uph .UR:Contourett 96:Ocean .T:Black Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE	254.80	509.60
225	1.00 Each	Hon Company LLC HIWMRA--.Y1-.V-.S-.0S-\$(1)-.SNBLE-34-.BL-.SB-.T Ign 2.0 Mid-back ReActiv .Y1:Synchro-Tilt W Seat Slider .V:All-Adjustable Arm .S:Black All-Surface Caster .0S:Charcoal \$(1):Grade 1 Uph .SNBLE:Noble Seating 34:Inky .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: SUPERVISOR Tag L1: SUPERVISORS OFFICE Tag L3: SUPERVISORS OFFICE	420.40	420.40
226	1.00 Each	Knoll Inc. YL4L44 LED Task Light, 44Wx2D, for Use With 48" and Wider Overheads Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC	604.17	604.17



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		Tag L3: TRAFFIC		
227	3.00 Each	Hon Company LLC HF23C--X115E Lock Core Replacement Kit Brushed Chrome .X115E:115E Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC Tag L3: TRAFFIC	29.20	87.60
228	1.00 Each	Hon Company LLC HHN831124--S Flat Bracket 24D .S:Charcoal Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC Tag L3: TRAFFIC	31.36	31.36
229	1.00 Each	Hon Company LLC H10524LEP--\$(L1STD)-.P 15-3/4Wx23-7/8Dx28-1/2H L-Shaped End Panel \$(L1STD):Grd L1 Standard Laminates .P:Black Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC Tag L3: TRAFFIC	152.00	152.00
230	1.00 Each	Hon Company LLC H105292--\$(L1STD)-.P-P 1050 Series Bookcase Hutch 36"W x 37-1/8"H \$(L1STD):Grd L1 Standard Laminates .P:Black P:Black Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC Tag L3: TRAFFIC	318.80	318.80
231	1.00 Each	Hon Company LLC H10563--\$(L1STD)-.P-P 10500 Series Lat File 2-Drawer 36W x 20D x \$(L1STD):Grd L1 Standard Laminates .P:Black P:Black Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC Tag L3: TRAFFIC	542.00	542.00
232	1.00 Each	Hon Company LLC H105R2472--\$(L1STD)-.LKI1-KI 72Wx24D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut KI:Kingswood Walnut Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC Tag L3: TRAFFIC	191.20	191.20
233	1.00 Each	Hon Company LLC H36723R--.L-\$(P1)-.P Brigade Ped "R" Pull Freestanding B/B/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC Tag L3: TRAFFIC	299.84	299.84
234	1.00 Each	Hon Company LLC H36823R--.L-\$(P1)-.P Brigade Ped "R" Pull Freestanding F/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black	299.84	299.84



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		Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC Tag L3: TRAFFIC		
235	1.00 Each	Hon Company LLC HL72TW--\$(A)-.APN-17 Tackboard for 72" W Wallmount Tackboard \$(A):Grd A Fabric .APN:Appoint 17:Dark Pewter Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC Tag L3: TRAFFIC	226.40	226.40
236	2.00 Each	Hon Company LLC HNL30SHR--X-\$(L1STD)-.P Shroud 30"D .X:No Grommet \$(L1STD):L1 Standard Lam Opt .P:Black Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC Tag L3: TRAFFIC	503.20	1,006.40
237	1.00 Each	Knoll Inc. YSMWMS72LS--UBKT-UBKT-(RANDOM) Metal Cabinet With Sliding Doors, Wall Mounted, 72W 15D 14H, UBKT:FINISH- Ultra Black (Textured) (CP) UBKT:PULL- Ultra Black (Textured) (CP) (RANDOM):LOCK- Randomly Keyed Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC Tag L3: TRAFFIC	804.51	804.51
238	1.00 Each	Hon Company LLC HHATB2S3LT--\$(P1)-.P71-.X-.MEM 2 Stage 3 Leg T Foot \$(P1):P1 Paint Opt .P71:Black .X:Standard Glide .MEM:Memory Preset Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC Tag L3: TRAFFIC	682.15	682.15
239	1.00 Each	Hon Company LLC HUSLMOD1348--\$(L1STD)-.P-.P-.P Laminate Modesty 13h x 48w \$(L1STD):Grd L1 Standard Laminates .P:Black .P:Black .P:Black Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC Tag L3: TRAFFIC	221.76	221.76
240	1.00 Each	Hon Company LLC HHATW2448CT--\$(L1STD)-.LKI1-.KI-.G1-P 48W x 24D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .KI:Kingswood Walnut .G1:1 Grommet - Centered P:Black Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC Tag L3: TRAFFIC	170.56	170.56
241	1.00 Each	Hon Company LLC HHATW3072CT--\$(L1STD)-.LKI1-.KI-.G2-P-.P 72W x 30D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates	253.76	253.76



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		.LK11:Kingswood Walnut .KI:Kingswood Walnut .G2:2 Grommets - Offset P:Black .P:Black Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC Tag L3: TRAFFIC		
242	3.00 Each	Hon Company LLC HIGS6--N-E-.0S-\$(1)-.UR-96-.T Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .N:Armless .E:Nylon Glide .OS:Charcoal ReActiv \$(1):Grade 1 Uph .UR:Contourett 96:Ocean .T:Black Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC Tag L3: TRAFFIC	254.80	764.40
243	5.00 Each	Hon Company LLC HIWMRA--Y1-.V-.S-.0S-\$(1)-.SNBLE-34-.BL-.SB-.T Ign 2.0 Mid-back ReActiv .Y1:Synchro-Tilt W Seat Slider .V:All-Adjustable Arm .S:Black All-Surface Caster .OS:Charcoal \$(1):Grade 1 Uph .SNBLE:Noble Seating 34:Inky .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: TRAFFIC Tag L1: TRAFFIC Tag L3: TRAFFIC	420.40	2,102.00
244	1.00 Each	Kansas City Installers LABOR PHASE 1--Quote # 17097 LABOR: Receive, Deliver, Install per Prints & Dispose of tra Quote # 17097: Tag: Tag TG: X-LABOR Tag L1: X-LABOR Tag L3: X-LABOR	18,302.50	18,302.50
245	1.00 Each	Kansas City Installers LABOR PHASE 2--Quote # 17097 LABOR: Receive, Deliver, Install per Prints & Dispose of tra Quote # 17097: Tag: Tag TG: X-LABOR Tag L1: X-LABOR Tag L3: X-LABOR	10,200.00	10,200.00
246	1.00 Each	Hon Company LLC TARIFF HON TARIFF Tag: Tag TG: X-TARIFF Tag L1: X-TARIFF Tag L3: X-TARIFF	6,640.18	6,640.18

Order Sub-Total : \$196,606.56

TOTAL ORDER : \$196,606.56

Required Deposit 50.00% : \$98,303.28

Remit To: 3917 Broadway Suite A Kansas City, MO 64111

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE



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A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.

Signature: _____ Name: _____ Title: _____ Date: _____



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Terms and Conditions

TARIFFS & SURCHARGES CLAUSE: THE PRICING SET FORTH IN THIS PROPOSAL IS EXCLUSIVE OF ANY TARIFFS, DUTIES, SURCHARGES OR SIMILAR COSTS THAT MAY BE IMPOSED BY GOVERNMENTAL AUTHORITIES AFTER THE DATE OF THE PROPOSAL. IN THE EVENT THAT PURE'S VENDORS PASS THROUGH THE COST OF TARIFFS OR SURCHARGES PRIOR TO PURE RECEIVING AN EXECUTED AGREEMENT, PURE RESERVES THE RIGHT TO ADJUST THE CONTRACT PRICING ACCORDINGLY TO REFLECT THESE ADDITIONAL COSTS.

The undersigned ("Buyer") understands and agrees to the following terms and conditions:

A. Order Placement and Cancellations

1. All orders are placed through Pure Workplace, LLC d.b.a. PURE Workplace Solutions (hereinafter referred to as "Seller") to the various manufacturers.
2. The above formal Quote indicates all quantities, colors, finishes, and sizes. If there are no questions, the quote is presumed to be correct. A copy of the quote shall be signed and returned to our office indicating the Buyer's approval. Please enclose deposit with the signed quote.
3. All changes made by Buyer after quote is signed are subject to extended availability.
4. If Buyer cancels the signed quote, Buyer will be charged for any expenses incurred on its behalf.
5. Manufacturers reserve the right to revise prices and discontinue specific items without advance notice. Seller is not liable for variations in prices from one quote to the next or the unavailability of items. Buyer will be notified of all price revisions and assume responsibility for payment upon written acceptance of such revisions.
6. Requests for changes after issuance of purchase orders must be forwarded to Seller in writing by Buyer. Changes must be approved by Seller and Manufacturer. Resulting charges by Manufacturer shall be paid by the Buyer.
7. All custom products ordered for a specific installation, upholstered with specifically chosen fabrics, colors, or with special metal colors or wood finishes, are non-returnable. Stock merchandise returned to Seller is subject to a 30% restocking charge and may be returned only if approved in writing by Seller.

B. Warranties and Limitation of Liability

1. Seller warrants all merchandise to be free from defects based on manufacturer's warranty and will replace or repair any defective items at no additional cost to the Buyer.

C. Delivery and Installation

1. All merchandise will be delivered to Buyer's job site based on an agreed-upon factory lead-time schedule once the order has been placed with Seller. If all merchandise is not delivered within 15 days of the agreed-upon dates due to Buyer's inability to receive merchandise, the cost for additional warehouse storage will be borne by the Buyer, unless Buyer and Seller agree in advance that Seller can store the product at no charge.
2. Installation shall be performed by Seller or its subcontracted installation company in accordance with plan specifications or adequate personal directions of the authorized representative of Buyer. Time for installation is three (3) working days, provided job site conditions allow for unobstructed installation.
3. Buyer shall keep the job site clear and free of debris before and during installation. Hoisting or elevator service, and adequate facilities for off-loading, staging, moving, and handling of merchandise shall be provided to Seller without charge. The authorized representative of Buyer will walk the job site with Seller's representative prior to installation to note site conditions.
4. Delivery and installation will be made during normal working hours. Buyer shall pay all additional labor costs resulting from required overtime work performed for Buyer's benefit.

D. Payment Terms

1. 50% deposit upon placement of order.
2. Buyer agrees that the balance is due in full upon completion of delivery and within ten (10) days of invoice date. After thirty (30) days, a service charge of 1.5% per month (APR 18%) will be added to all past-due amounts.
3. If goods cannot be received by Buyer within thirty (30) days of Seller's receipt, forty percent (40%) of the balance is due upon receipt of items at Seller's warehouse, and the remaining ten percent (10%) is due upon completion of the delayed delivery.
4. Buyer may not withhold payment on any invoice for any reason if Seller has substantially performed its obligation.
5. Unless and until all terms of purchase have been met, the property shall remain the sole and exclusive personal property of Seller. Buyer agrees not to sell, transfer, dispose of, or subject the property to any third-party interest.
6. If Buyer withholds payment in violation of this Agreement, Buyer agrees to reimburse Seller for all attorney's fees and legal costs arising from and related to the collection of such amounts.

Approved by Buyer: _____



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Signature

Date



Committee Reports: Consider ordinance to rezone 4200 West 79th Street

Recommendation

Make a motion to accept the Planning Commission's recommendation and approve PC26-01, rezoning 4200 West 79th Street from R-1A (Single-Family Residential) to RP-1B (Planned Single-Family Residential).

Background

The applicant is Price Brothers, who is acting as the authorized agent on the property at 4200 West 79th Street, owned by YMPB LLC. The applicant is requesting to rezone the property area from R-1A to RP-1B. The applicant is requesting to rezone approximately 4.5 acres from R-1A Single-Family Residential to RP-1B Planned Single-Family Residential district to build 20 detached dwellings. The property was used as the YMCA up until 2024, which is a permitted use in the R-1A zoning district. The proposal includes a "planned" designation of R-1B for specific deviations from the standards of R-1B, primarily regarding the minimum lot width, lot coverage standards, and setbacks. The applicant is also submitting a corresponding plat to divide the property into 20 residential lots, plat a private common access for the lots, and designate common space fronting the park on the north and providing a north/south connection from 79th Street.

The Planning Commission considered the application at their June 2, 2026 meeting, at which time a public hearing was held. Nobody spoke in favor or against the application. The City did receive written comments from residents against the project for various reasons. After discussing and weighing the Golden Factors, the Planning Commission voted unanimously to recommend approval of the requested rezoning to the City Council, with the following conditions:

1. The landscape plan be finalized with staff prior to issuance of any building permits, and specifically:
 - a. Add ornamental trees 20' on-center in the landscape area on 79th Street. (This substitution would be in place of the ordinance requirement of 1 large tree per 40' of lot frontage / 1 large tree per lot and account for the overhead utilities.) These should occur at greater frequency than the proposed enhanced landscape areas, but the landscape areas may incorporate a required street tree.
 - b. Add 6 large street trees on-center in the landscape area on Delmar Street. (This would meet the ordinance requirement of one large tree per 40' of lot frontage.) The sidewalk should be relocated approximately 8' from the back of curb and then orient back to the existing sidewalk on the park frontage at the north end of the property.
 - c. Tracts A and B on the preliminary plat should receive a complimentary amount of landscape elements with regularly-spaced ornamental or large trees (20' and 40' spacing respectively) to create vertical components

similar to and corresponding with the public streetscape and sidewalks.

2. The rezoning is conditioned on submittal and approval of a final plat meeting all final plat standards, and addressing recommended conditions of approval on the preliminary plat. The Planning Commission also added conditions for the final plat review to be accompanied by a final grading plan that confirmed drainage strategies and addressed concerns regarding building setbacks and building scale and massing related to 79th Street and other public and common frontages. The Planning Commission reviewed and approved a final plat at the July 7, 2026 meeting. [The final plat is on the City Council agenda to accept dedication of land for public purposes.]
3. Final plans for any improvements or building permits shall be reviewed by Public Works to ensure compliance with the approved stormwater management study.

The Zoning Regulations require rezoning requests to go to the City Council for final approval, while the Planning Commission is tasked with the final approval on plats. (The City Council must accept or approve the dedication of land for public purposes following the plat approval. This is a separate agenda item.) There is a 14 day required protest period between the time the public hearing is held before the City Council can take final action on the application. If a protest petition is filed during this time period by 20% of property owners within 200 feet of the address, a $\frac{3}{4}$ majority of the Governing Body would be needed in order to approve the application (10 votes including the Mayor). A protest petition was not filed with the City on this application.

A rezoning application requires the City Council to act in its quasi-judicial role. When acting in this capacity, rather than a legislative capacity, the governing body cannot prejudge and must set aside personal opinions. Like a judge, the Governing Body must apply the law to facts presented in the public record. In considering a residential rezoning, the Council must consider the overall use of the land/lot itself, and not the design of the structures that are being proposed. The following criteria, commonly referred to as the “Golden” factors, must be used in determining the reason as to why the application should be approved or denied:

1. The character of the neighborhood.
2. The zoning and uses of property nearby.
3. The suitability of the property for the uses to which it has been restricted under its existing zoning.
4. The extent that a change will detrimentally affect neighboring property.
5. The length of time of any vacancy of the property.
6. The relative gain to public health, safety, and welfare by destruction of value of the applicant’s property as compared to the hardship on other individual landowners.
7. City staff recommendations.
8. Conformance with the Comprehensive Plan.

Staff’s analysis of all of these factors is provided in the attached Planning Commission staff report.

According to Section 19.52.040 of the Zoning Regulations, the Governing Body can take the following actions on a rezoning recommendation from the Planning Commission:

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.

Chris Brewster with Multistudio, the City's Planning Consultant, will be present at the meeting to provide a short presentation and answer any associated questions. The applicant will also be present at the meeting to answer any questions the Council may have.

Fiscal Note

N/A

Attachments

1. Ordinance 2519
2. Planning Commission Staff Report
3. PC-26-1 Application Excerpt
4. June 2, 2026 Planning Commission Minutes Excerpt
5. July 7, 2026 Planning Commission Meeting Excerpt

Prepared By

Nickie Lee, Deputy City Administrator
July 9, 2026

ORDINANCE 2519

AN ORDINANCE REZONING PROPERTY LOCATED AT 4200 W 79TH STREET, PRAIRIE VILLAGE, KANSAS IN THE R1-A, SINGLE-FAMILY RESIDENTIAL DISTRICT TO RP-1B, PLANNED SINGLE-FAMILY RESIDENTIAL DISTRICT, AND DIRECTING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF PRAIRIE VILLAGE, KANSAS; AND REINCORPORATING SAID ZONING MAP BY REFERENCE.

WHEREAS, on February 6, 2026, Price Brothers, agent for YMPB LLC, owner of record, filed a request to rezone property located at 4200 West 79th Street in Prairie Village, Kansas (the "Property") from the R1-A Single-Family Residential District to the RP-1B Planned Single-Family Residential District; and

WHEREAS, on June 2, 2026, the Prairie Village Planning Commission held a public hearing to hear the rezoning request. Notice for the public hearing was provided in accordance with K.S.A. 12-757; and

WHEREAS, on June 2, 2026, the Prairie Village Planning Commission recommended approval of said rezoning; and

WHEREAS, on July 20, 2026, the Governing Body considered the rezoning request and Planning Commission recommendation;

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

Section I. Planning Commission Recommendation. That having received a recommendation from the Planning Commission; having found favorably on the findings of fact, proper notice having been given and hearing held as provided by law and under the authority of and subject to the provisions of the Zoning Regulations of the City of Prairie Village, Kansas, the zoning classification or districts of the lands hereinafter legally described are changed from R-1A (Single-Family Residential) to RP-1B (Planned Single-Family Residential) as set forth in Section II.

Section II. Rezoning of Property. That the real estate commonly known as 4200 West 79th Street, Prairie Village, Kansas, and legally described to wit:

ALL THAT PART OF LOT 3 AND 4, JARBOE VIEW, A PLATT SUBDIVISION OF LAND IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N 2°19'41" W, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 341.98 FEET, TO THE SOUTHWEST PLAT CORNER OF PRAIRIE VILLAGE MUNICIPAL OFFICE COMPLEX, A PLATTED SUBDIVISION OF LAND IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS; THENCE N 87°19'03" E, ALONG THE SOUTH PLAT LINE OF SAID PRAIRIE VILLAGE MUNICIPAL OFFICE COMPLEX, A DISTANCE OF 606.28 FEET, TO THE NORTHWEST PLAT CORNER OF VILLAGE

PARK, A PLATTED SUBDIVISION OF LAND IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS; THENCE S 3°01'42" E, ALONG THE WEST PLAT LINE OF SAID VILLAGE PARK AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 314.97 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE S 87°18'58" W, ALONG THE SOUTH LINE OF SAID LOT 3 AND 4, A DISTANCE OF 610.13 FEET, TO THE POINT OF BEGINNING, CONTAINING 4.3978 ACRES, MORE OR LESS.

is hereby rezoned in its entirety from R-1A (Single-Family Residential) to RP-1B (Planned Single-Family Residential).

Section III. Reincorporation by Reference of Prairie Village, Kansas Zoning District Map as Amended. The official Zoning District Map of the City is hereby amended in accordance with Section II of this Ordinance and is hereby reincorporated by reference and declared to be the Official Zoning District Map of the City as provided for and adopted pursuant to the provisions of Section 19.04.010 of the Prairie Village Zoning Regulations.

Section IV. Take Effect. That this ordinance shall take effect and be in full force from and after its publication in the official City newspaper as provided by law.

PASSED AND APPROVED THIS 20th DAY OF JULY, 2026.

CITY OF PRAIRIE VILLAGE, KANSAS

Mayor Eric Mikkelson

ATTEST:

APPROVED AS TO FORM:

Adam Geffert, City Clerk

Alex Aggen, City Attorney

STAFF REPORT

TO: Prairie Village Planning Commission
FROM: Chris Brewster, Multistudio, Planning Consultant
DATE: June 2, 2026 Planning Commission Meeting

Application: PC 26-01 & 26-11 - Updated

Request: Rezoning from R-1A to RP-1B and Preliminary Plat

Property Address: 4200 W 79th Street

Action: *A rezoning requires the Planning Commission to evaluate facts and weigh evidence and based on balancing the factors and criteria in the zoning ordinance, make a recommendation to the City Council.*

A preliminary plat requires the Planning Commission to apply the facts of the application to the standard and criteria of the ordinance, and if the criteria are met to approve the application. Approval of a preliminary plat is approval in concept and only authorizes proceeding to prepare a final plat.

Applicant: YMPB LLC, Owner; Price Brothers, Applicant

Current Zoning & Use: R-1A Single-Family Residential - Civic / Recreation building (vacant)

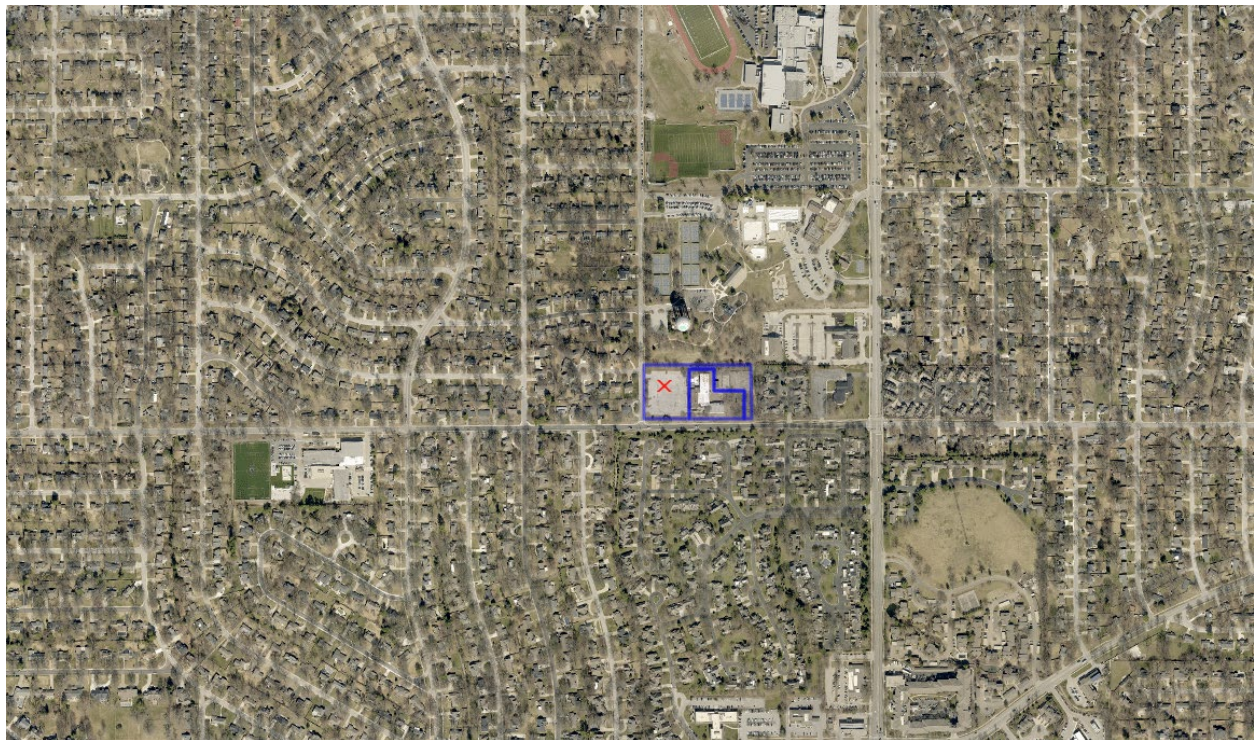
Surrounding Zoning & Use: **North:** R-1A Single-Family Residential - Community Park & Civic Uses (city hall & fire station)
East: RP-4 Planned Mixed Dwelling District - Condominiums
South: R-4 Mixed Dwelling District - Townhouses
West: R-1B Single-Family Residential - Single-Family Dwellings

Legal Description: JARBOE VIE PT LTS 3 & 4 BG 10' N & 33.98' W SE CR LT 3 W 44.8' N 155' W 170' N 125' W 140' S 280' W 255' TO SW CR LT 4 N 305' E 606.23' To E/L LT 3S 305' TO BG PVC 4372 BTAO 1445-3 (2.75 ac.); and JARBOE VIEW PTS LTS 3 & 4 BG 255' E SW COR LT 4 N 280' E 140' S 125' E 170' S 155' W 310' To BG PVC 4372 BTAO 1445-3 (1.5 ac.)

Property Area: 4.25 Ac (185,257.65 ft.)

Related Case Files: N/A

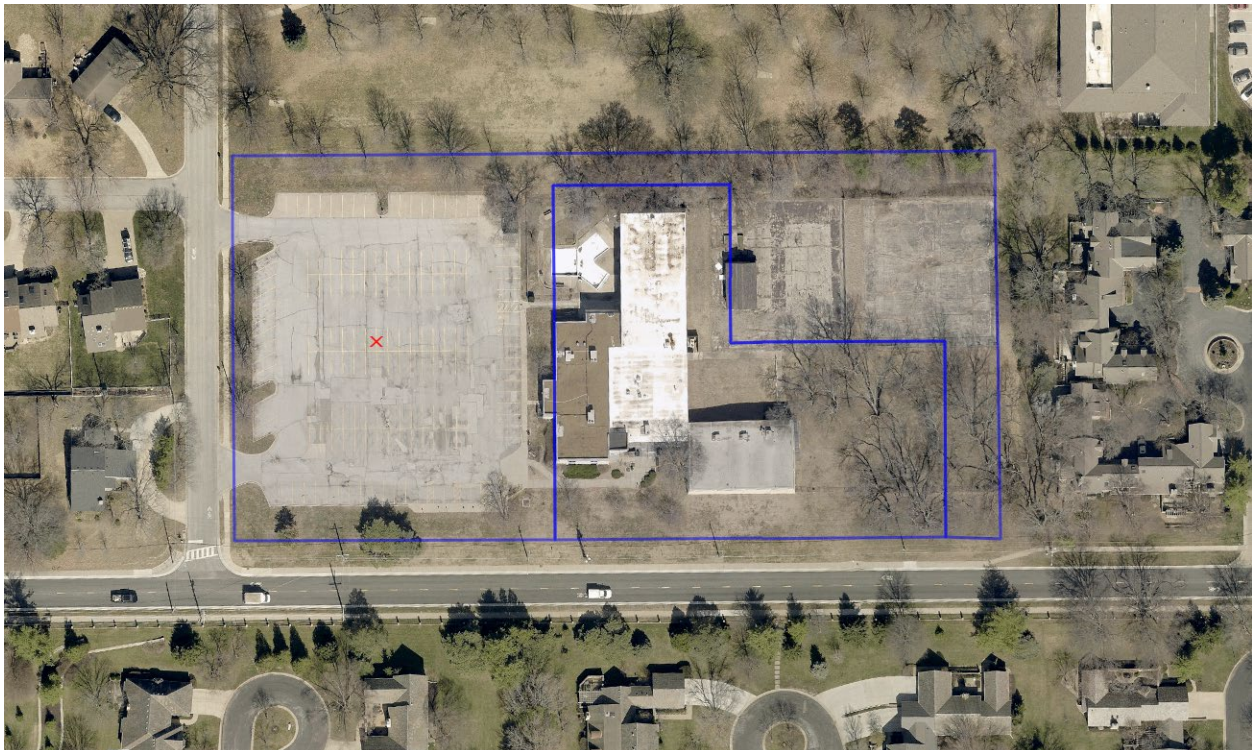
Attachments: Application, Development Plan, Conceptual Design & Covenants, Plat

General Location Map**Aerial Map**

Block



Lot



Birdseye View



Street View



Looking west on 79th Street - subject property on the right.



Looking north at 79th & Delmar - subject property on the right.



Looking southeast on Delmar at the transition of subject property (background) with the park (foreground).

SUMMARY:

The applicant is requesting to rezone approximately 4.5 acres from R-1A Single-Family Residential to RP-1B Planned Single-Family Residential district to build 20 detached dwellings. The property was used as the YMCA up until 2024, which is a permitted use in the R-1A zoning district. The proposal includes a “planned” designation of R-1B for specific deviations from the standards of R-1B, primarily regarding the minimum lot width, lot coverage standards, and setbacks. The applicant is also submitting a corresponding plat to divide the property into 20 residential lots, plat a private common access for the lots, and designate common space fronting the park on the north and providing a north/south connection from 79th Street. The proposed plat is preliminary and will require final review and approval through the final plat process.

The applicant had a neighborhood meeting on April 14, 2026, as required by the Prairie Village Resident Participation Policy and an additional courtesy meeting on May 21, 2026, and supplemented the application with background on these meetings.

ANALYSIS – RE-ZONING:

In considering a change in zoning classification, the Planning Commission must consider following factors from the City’s Zoning Ordinance [\[19.52.030\]](#) and make a recommendation to the City Council. The Commission should evaluate the facts, weigh the evidence presented to it, and determine if the criteria have been met. The factors should be considered on balance, and the weight of any single factor in determining the recommendation is up to the Commission based on its evaluation of the facts and evidence applied to the context.

1. The character of the neighborhood;

This area is at a transition between single-family neighborhoods to the west, moderate density neighborhoods with a mix of townhomes and condominiums to the east and south, and public and institutional uses to the north. The largest influence on the character of this area is a large, regional park - Harmon Park, that has an immediate border with this property to the north. The park is part of a larger civic campus that is active from other institutional uses, including the Prairie Village Pool, Shawnee Mission East High School, Consolidated Fire District Station, and Prairie Village Municipal Campus. The property is situated at the corner of 79th Street - a collector street connecting neighborhoods east and west of this area to civic destinations and activity centers, and Delmar Street - a residential street that serves as a transition between single-family neighborhoods on the west and the civic and institutional uses on the east.

2. The zoning and uses of property nearby;

North: R-1A Single-family District – Civic and Institutional Uses

East: RP-4 Mixed Dwelling District – Condominiums

South: R-4 Mixed Dwelling District – Townhomes

West: R-1B Single-family District – Single Family Dwellings

This property is situated at the transition of various residential neighborhoods with differing development intensity and supporting civic and institutional uses which have a city-wide or regional draw.

3. The suitability of the property for the uses to which it has been restricted under its existing zoning;

The property is zoned R-1A, which requires a minimum lot width of 80 feet and a minimum area lot of 10,000 sq. ft. for residential lots. Its prior use was a civic / recreational center taking advantage of its location on a collector street corner, proximate to neighborhoods and other civic uses. The prior use and facility was no longer viable and ceased operating in 2024. Other allowed uses under the current zoning would be detached houses on 10,000 square foot lots, 80-wide lots or other public, civic, and institutional uses that support neighborhoods and are allowed in residential districts.

4. The extent that a change will detrimentally affect neighboring property;

The most immediate adjacencies are the park abutting this property on the north boundary and the condominiums abutting this property on the east boundary. While the city's plans, standards, policies on neighborhood design support residential development adjacent to public green spaces, the transition and frontage on these public areas is an important detail. The transition to the condominiums is also important to ensure no negative impacts result from this project. The land use and building scale transition is compatible with both the immediately abutting property to the east, and surrounding properties. This project proposes 2-story detached houses and the surrounding areas are primarily 1- to 2-story buildings with a mix of detached houses, attached townhouses, and condominiums. This project does promote smaller lots and more compact building patterns through the change from R-1A to R-1B, and through the deviations to the standards through the P designations (the latter element is discussed below with the "planned zoning designation criteria"). However, with the mix of neighborhood types and characteristics and the general nature of this property as a transition between several of these areas, the scale and pattern of development is generally compatible. Since there is no specific connection proposed between this project and property to the east the primary concern will be longer-term drainage effects and mitigating any impacts on the current buffer area to the east of the property during construction. The greater impact on property to the west and south is a result of this property having a prominent public corner and will be determined by how buildings address 79th Street and the streetscape designs along both 79th and at the intersection of the common private access with Delmar.

5. The length of time of any vacancy of the property;

Previously this property was used as a recreation facility operated by the YMCA and built in 1970. The YMCA closed permanently in 2024.

6. The relative gain to public health, safety and welfare by destruction of value of the applicant's property as compared to the hardship on other individual landowners;

The property has been vacant for approximately 1.5 years and plans for its reuse as a civic or instructional use did not materialize. Provided that redevelopment for residential uses can address the abutting streets and immediate adjacencies appropriately, there is no anticipated detrimental effect on adjacent landowners.

7. City staff recommendations;

[See detailed staff recommendation below.]

8. Conformance with the Comprehensive Plan;

The Prairie Village comprehensive plan, Village Vision was updated in 2019-20 and the updates were officially adopted in 2021 (Village Vision 2.0). The land use policy plan designates this area as "public place" on the Land Use Policy Map. It is at the south edge of this designation and at a transition between Traditional Neighborhoods to the west, Village Neighborhoods to the south and east, and larger Public Places to the north.

This specific Public Place is part of a concept plan identified as a Civic Campus in the implementation section of the plan. Public places and the civic campus are intended for a hub of institutional, recreational, and some residential uses arranged in a campus-like setting. The concept plans in the comprehensive plan suggest coordinated reinvestment in this area by a number of public, institutional and civic uses that are in the area through a future master plan and coordinated redevelopment that meets the overall goals of the comprehensive plan, supports the needs of adjacent neighborhoods, and responds to the context. Several different uses were listed as possible options depending on specific redevelopment plans. No official plans advanced the Civic Campus concepts beyond those identified in the comprehensive plan.

The transitions to the adjacent neighborhood designations include:

- Traditional Neighborhood (west). Neighborhoods of narrower single-family lots arranged along well-connected streets, where housing options would be directed to throughfares, adjacent to village centers, or at transitions to green space.
- Village Neighborhood (south and east). Neighborhood with the broadest range of housing types in a neighborhood setting that provide alternatives to "conventional apartment complexes." These neighborhoods create transitions to more intense hubs and activity centers.

This property also fronts on 79th Street, which is designated in the public space polity plan as a Residential Connector street type. This street type provides

connections through neighborhoods but also are important streets in the overall transportation network. A balance of slower, neighborhood-appropriate speeds; multi-modal facilities; and connections to destinations throughout the city are intended design attributes. Neighborhood Connectors are anticipated to support low intensity residential and civic uses along the frontages.

Village Vision 2.0 has the following overarching goals

- *Quality Public Space.* Encourage the design of public spaces, including streets, parks and gathering spaces that support recreation, social/community life, a healthy environment, connectivity, and access in Prairie Village.
- *Strong Neighborhoods.* Allow neighborhoods to evolve in ways that reinforce their defining physical characteristics, while also supporting the progressing needs of existing and future residents.
- *Viable Commercial Centers.* Guide reinvestment in activity centers to support dynamic, walkable, and bike-able places with a diverse offering of commercial, civic, and living opportunities, while responsibly growing the sales and commercial property tax bases.
- *Sustainability.* Protect the natural and built systems within Prairie Village and beyond through environmentally sustainable practices.
- *Productivity.* Ensure the City's development activities and investments create more community value than liabilities.

The proposed rezoning is to the next increment up from the current zoning (R-1A to RP-1B). Additionally, while the Public Place designation does anticipate some residential uses, the comprehensive plan anticipated that as part of a more integrated civic campus concept. Absent any specific plans materializing among the several institutional uses, this property sits at the transition of three future land use designations - Public Place, Village Neighborhood, Traditional Neighborhood, and the proposed rezoning is consistent with the latter of those categories.

9. Planned Zoning Designations

The applicant is also requesting a rezoning to a planned zoning designation - RP-1B. The intent of planned zoning processes is for development concepts that require a higher degree of specific planning due to scale, complexity, and design to be based on a specific plan, and to grant flexibility in the standards based on that plan. [\[19.24.010\]](#) Planned zoning districts include the following additional criteria to be demonstrated by the plan:

- a. The plan reflects generally accepted and sound planning and urban design principles with respect to meeting the goals of the comprehensive plan and the purposes and intent of the zoning ordinance in Section 19.01.010.
- b. The flexibility offered by the planned zoning is not strictly to benefit the applicant or a single project but provides other benefits to the community or supports plans and policies in an equal or better manner than the base district standards.

- c. The proposed deviations to the standards do not undermine the intent of any other standards relative to the proposed projects or relative to adjacent property.

[\[19.24.025\]](#)

The specific deviations requested under this planned zoning designation are:

- Reducing the minimum lot width from 60' to 58'.
- Reducing the front and rear setbacks from 30' and 25' to 20' for both.
- Increasing the allowed building coverage from 30% to 45%.
- Increasing the allowed impervious coverage from 40% to 60%. [The proposed maximum impervious coverage has been factored into Public Work's drainage review, analysis, and comments.]

The plan incorporates the following neighborhood design components to support these deviations.

- An approximately 10-feet to 12-feet wide tract (Tract B on the preliminary plat) of common area extending north-south between 79th Street and Harmon Park. This tract is proposed to have a 6-feet to 8-feet sidewalk providing both an internal circulation system for the neighborhood and a connections into the park at the northeast corner of the site. (This future connection is subject to city-approved design and construction plans for the portion that crosses the park property.)
- An approximately 12-feet to 29-feet wide tract (Tract A on the preliminary plat) of common area extending east-west along the north property boundary between the housing and the park. This tract is proposed to have a 6-feet to 8-feet sidewalk providing primarily internal circulation for homes fronting on the park side, but a secondary route and connections between Delmar Street and a park connection on the northeast corner of the site.
- Enhanced lot and building frontage standards on the 79th Street and the Harmon Park sides, facilitated by a "rear loaded" concept with garage access off the internal private access way. The applicant's design standards designate 79th Street and Harmon Park sides as the front, and supplement the otherwise-applicable R-1B Neighborhood Design Standards and require single-story front entry features on these frontages and increase the minimum front transparency from 15% to 25% on the park and street frontages and cap the transparency of the garage-loaded (rear - non-primary) sides at 20%. This ensures that all buildings and lots front 79th Street or the park, and that the internal sides with garages are rear or non-primary sides of the lots and buildings.
- Streetscape enhancements on 79th Street. In addition to required streetscape designs, the applicant has proposed 4 regularly-spaced seating areas on the north side of the 79th Street sidewalk that would be placed on private property and maintained by the HOA, and each area is mirrored by an enhanced planting area within the landscape area of the right of way. Staff recommends that these landscape areas be in addition to the standard required streetscape and street trees, and that these areas also be designated for maintenance by the HOA.

RECOMMENDATION - REZONING:

The proposed zoning (RP-1B) is reasonable for this location. Although designated within a potential civic campus, that concept in the plan included an anticipated mix of uses including residential and also envisioned larger scale development concepts based on a master plan coordinating many civic and institutional investors. Absent this coordinated effort it is reasonable that smaller scale development and redevelopment plans will occur. This location is also at the edge of two specific types of neighborhoods designated in the plan - the lower-scale Traditional Neighborhoods and the larger-scale Village Neighborhoods (south and east), and the zoning of those properties reflect this. Therefore, it is reasonable to balance these transitions with housing compatible with either of these scales.

Additionally, the comprehensive plan envisions housing reinvestment fronting Neighborhood Connector street types and fronting public green spaces - and this property abuts both in 79th Street to the south (Neighborhood Connector) and Harmon Park to the north (Public Green Space). The proposed rezoning of this site may make sense to promote this redevelopment, and general reinvestment in the neighborhood.

The applicant has proposed a “planned” zoning designation, which based on larger scale planning and design can support deviations from the base zoning district standards. The proposed deviations and corresponding planning concepts in the development plan are identified above in item 9. *Planned Zoning Designation*.

Staff recommends that the Planning Commission recommend the proposed rezoning from R-1A to RP-1B for approval to the City Council. To ensure that the intent of the proposed project plan is met and to fulfill the requirements of the planned zoning criteria, staff recommends the following conditions:

1. The landscape plan be finalized with staff prior to issuance of any building permits, and specifically:
 - a. Add ornamental trees 20' on-center in the landscape area on 79th Street (This substitution would be in place of the ordinance requirement of 1 large tree per 40' of lot frontage / 1 large tree per lot and account for the overhead utilities.) These should occur at greater frequency than the proposed enhanced landscape areas, but the landscape areas may incorporate a required street tree.
 - b. Add 6 large street trees on-center in the landscape area on Delmar Street. (This would meet the ordinance requirement of one large tree per 40' of lot frontage.) The sidewalk should be relocated approximately 8' from the back of curb and then orient back to the existing sidewalk on the park frontage at the north end of the property.
 - c. Tracts A and B on the preliminary plat should receive a complimentary amount of landscape elements with regularly-spaced ornamental or large trees (20' and 40' spacing respectively) to create vertical components similar to and corresponding with the public streetscape and sidewalks.
2. The rezoning is conditioned on submittal and approval of a final plat meeting all final plat standards, and addressing recommended conditions of approval on the preliminary plat. *[See preliminary plat approval conditions.]*

3. Final plans for any improvements or building permits shall be reviewed by Public Works to ensure compliance with the approved stormwater management study.
[See preliminary plat approval conditions.]

SUMMARY - PLATs PLAT :

Plats are required to divide property into separate lots to be recorded eligible for sale. The preliminary and final plat process established that all required improvements (access, utilities, drainage, etc.) are in place prior to the potential fracturing of ownership and that all lots meet the required development and zoning standards and will result in buildable lots ready for final design and permits. A preliminary plat is conceptual approval of a development plan, and approval authorizes the preparation of a final plat which includes more detailed and specific information to align with more developed engineering, design, and construction documents

Based on the proposed project plan associated with the rezoning from R-1A to RP-1B the preliminary plat divides two currently unplatted tracts into:

- 20 lots for detached houses ranging in sizes from 8,456 square feet to 9,112 square feet. The lots on the south side are approximately 8,500 square feet and the lots on the north side are approximately 9,000 square feet.
- 5 common area tracts:
 - Tract A - a pedestrian passage of approximately 11,900 square feet.
 - Tract B- a pedestrian passage of approximately 1,500 square feet.
 - Tract C - a private access easement of approximately 27,000 square feet providing vehicle access to the rear of all lots between the park-fronting lots fronting Harmon Park and the street-fronting lots fronting West 79th Street.
 - Tract D - an approximately 15-foot buffer on Delmar street south of the entrance approximately 1,900 square feet.
 - Tract E - a 15-foot buffer on Delmar Street north of the entrance, approximately 1,800 square feet.

The lots meet R-1B standards except that they are proposed to be 58' wide rather than the required 60' wide. (R-1B standards are 60' wide and 100' deep; Some zoning deviations for setbacks and building coverage were also addressed in the zoning plan). The easement and tracts will be owned, managed and maintained by a private property owners' association to be established in conjunction with this plat. The tracts will contain sidewalks for internal circulation between the public sidewalk on Delmar Street to the west and on 79th Street to the south and remain open for a potential public connection to the park on the northeast side of the project. The park connection would be contingent on the city planning and designing a connection to the edge of this property at a future date.

The access easement is designed to be 28-feet wide; despite being intended as a "rear alley" - this will accommodate additional on-street parking for guest or overflow parking and meet emergency access standards (each lot can park up to 4 vehicles including

garage spaces and driveway spaces). It is approximately 540 feet long terminating in a turnaround bulb that meets the Fire District emergency access requirements. Design and construction of this private access will still be subject to public standards and subject to final review and approval by Public Works.

ANALYSIS – PRELIMINARY PLAT:

The Prairie Village subdivision regulations have the following review elements for preliminary and final plats.

Streets & Street Arrangement

The project is at the intersection of two public streets - 79th Street and Delmar Street and is primarily served by these streets. The individual lots will be accessed by a private access street designed to public street standards and extending east / west into the project. This street will function as an alley, providing access to the rear of homes to ensure that the projects outward-facing frontages address the surrounding public spaces - primarily Harmon Park on the north and 79th Street on the west, and treating Delmar Street as a corner side street.

This arrangement results in two “half-block” - each approximately 610 feet long, but 130 feet, and is consistent with the street and block criteria despite not connecting to the east. In general, the subdivision regulations provide that blocks should be no longer than 1,800 feet and where they are longer than 1,000 feet they should provide pedestrian passages through the block. In conjunction with adjacent developed residential project the extent of this frontage is approaching 1,000 feet and the entire block between Mission and Delmar is approximately 1,200 feet. The applicant has also provided a mid-block pedestrian connection through their project in a common area tract.

As an infill project and with limited ability to shape the street and block patterns based on surrounding conditions, the proposed street arrangement adequately addresses the subdivision standards, and achieves the desired goals for connectivity and access. The applicant has provided a trip generation analysis showing expected traffic to be less than the prior use (community center / recreation facility) and the existing streets and proposed access street are sufficient to serve the proposed development.

The street arrangement also involves the dedication or confirmation of right-of-way for a narrow track along the entire frontage of this property along 79th Street. This tract aligns with the property / right-of-way of the abutting property to the east, and will allow the proposed landscape area and sidewalk configuration along 79th Street to occur in the right-of-way.

Sidewalks

The project is primarily served by public sidewalks on the north side of 79th Street and the east side of Delmar on the perimeter of the property. The zoning plan indicates that these sidewalks should be 6' to 8' wide based on coordination with the streetscape and

landscape area plans. The sidewalk on 79th Street will be relocated from the back of curb to an alignment consistent with the sidewalk fronting on property immediately to the east and allow for a sufficient landscape area between the curb and sidewalk.

There is an existing sidewalk on the east side of Delmar and staff is recommending that this sidewalk also be sufficiently moved back from the curb to allow planting of the required street trees (at least 6' to 8' from the back of curb). This will require an alignment shift to the existing sidewalk on the park property to the north, until that sidewalk could be reconstructed and aligned with sufficient curb separation.

The subdivision regulations require sidewalks to be on both sides of the streets and around the bulb of cul-de-sacs. However, since the access street is intended to function as a rear alley, is a private access, and the project provides alternative internal circulation between the public sidewalks on Delmar and 79th Street, staff does not interpret the sidewalk standard to apply to the private access, and feels the pedestrian circulation plans achieve the goals for sidewalk requirements in the subdivision regulations.

In addition and with the absence of sidewalks on the internal access street, the zoning plan also provides sidewalks that provide internal circulation within the project and a connection into Harmon Park. The zoning plan specifies that these will also be 6-feet to 8'-feet sidewalks within Tract A (east-west from Delmar) and Tract B (north-south between 79th Street and the park), with a connection into Harmon Park at the northeast corner of the property.

Utilities

Utilities already serve this site and the applicant is working with the various utilities companies to provide the necessary water, sewer, power, communication, gas, etc. to each lot. The applicant will need to work with the Fire District to determine the location of any fire hydrants.

Storm Drainage

The applicant submitted a Stormwater Management Study demonstrating that the proposed development will match or reduce peak runoff rates compared to existing site conditions, ensuring no adverse downstream impacts. While the redevelopment slightly reduces the site's overall impervious footprint, the existing site had an underground parking lot detention system for stormwater management. To manage runoff effectively, the proposed plan introduces two underground stormwater detention basins on the north and south sides of the property. Additionally, the design reduces runoff directed toward the existing drainage swale on the adjacent eastern property. Final construction and drainage plans remain subject to review and written approval by the Public Works Department to ensure conformance to performance standards.

Lot Sizes and Building Lines

The applicant is proposing 20 lots for detached houses in association with the proposed RP-1B standards. The zoning plan includes requested deviations included with the rezoning analysis, but otherwise meets the R-1B development and design standards.

Preliminary Grading

The applicant has submitted a preliminary grading plan with the preliminary plat demonstrating the general feasibility of the plan. Final grading shall be subject to approval by the city prior to construction of any improvements or approval of any building permits, provided it meets the approved stormwater plan, city construction specifications, and is consistent with the development patterns and all design requirements of the zoning plan and community design standards.

RECOMMENDATION - PLAT:

Staff recommends that the Planning Commission approve the preliminary plat, and authorize preparation of a final plat based the concepts in the preliminary plat and on the following conditions:

1. The sidewalks in the common areas remain open and ungated, and the applicant shall coordinate with the City for construction of a park connection near the northeast portion of the property. The final plat shall include easement language ensuring public access.
2. The final plat shall confirm and/or provide any fire hydrants required to meet Fire District standards.
3. The applicant shall submit HOA documents for city review that ensure both the organizational and financial capacity for the association to maintain all common areas, and particularly the landscape amenity and sidewalks, private access street, and the stormwater facilities in the common areas and/or easements. The final HOA documents shall be recorded with the final plat (or otherwise attach to and ensure that each lot is jointly obligated, as approved by the City Attorney).
4. The final plat shall have the following additional information, required by [Section 18.12.040](#), submitted prior to being routed for signatures by the city and recording by the county:
 - a. Restrictive covenants in a form approved by the City Attorney.
 - b. Proof of ownership.
 - c. Certificate showing all taxes and special assessments have been paid.
 - d. Construction documents or if to be submitted at a later date other commitment that all required improvements will be built to Public Works specifications.
5. The final plat shall include all certifications required by [Section 18.12.050](#) prior being routed for signatures by the city and prior to recording with the county - specifically:
 - a. Certification by parties holding title;

- b. Certification by a registered surveyor;
 - c. Space for certification of approval by the Planning Commission (Chair and Secretary); and
 - d. Space for certification of acceptance or easements and right-of-way by the City Council (Mayor and City Clerk)
6. Final plans for any improvements or structures shall be reviewed by Public Works and are subject to their approval to meet easement requirements and the approved stormwater management plan.
7. Final design and construction of the private access (W. 78th Place) be subject to approval of Public Works.

Application Excerpt from Open Gov Online Application System

Requested Action*

Rezoning

Legal Description*

All that part of Lots 3 and 4, Jarboe View, a subdivision in the City of Prairie Village, Johnson County, Kansas, lying in the Southeast Quarter of Section 21, Township 12 South, Range 25 East, described by Michael J. Bogina, Kansas PS-1655, of Olsson, KSLS-114, on February 6, 2026, as follows:

BEGINNING at the Southwest corner of said Lot 4; thence North 02 degrees 19 minutes 36 seconds West, on the West line of said Lot 4, a distance of 314.98 feet to the Southwest corner of Tract 1, Prairie Village Municipal Office Complex, a subdivision in the City of Prairie Village, Johnson County, Kansas; thence North 87 degrees 19 minutes 08 seconds East, departing said West line, on the South line of said Tract 1, a distance of 606.28 feet to the Northwest corner of Tract A, Village Park, a subdivision in the City of Prairie Village, Johnson County, Kansas; thence South 03 degrees 01 minute 37 seconds East, departing said South line, on the West line of said Tract A, a distance of 314.97 feet to the Southwest corner of said Tract A, said point also lying on the South line of said Lot 3; thence South 87 degrees 19 minutes 03 seconds West, departing said West line, on said South line, and on the South line of said Lot 4, a distance of 610.13 feet to the POINT OF BEGINNING, containing 191,565 Square Feet or 4.3977 Acres, more or less.

Applicant Information

What are you applying for?

Planning Commission

Applicant Name*

Luke Moore

Owner Name*

Bart Lowen

Location of Property*

79th and Delmar

Applicant requests consideration of the following: (Describe proposal/request in detail)*

Request rezoning of the old YMCA into Single Family Development

**EXCERPT OF PLANNING COMMISSION MINUTES
JUNE 2, 2026**

PUBLIC HEARINGS

- PC-26-1 Rezoning from R-1A to RP-1B (public hearing)
 4200 W. 79th Street
 Zoning: R-1A
 Applicant: Price Brothers
- PC-26-11 Preliminary plat approval (non-public hearing)
 4200 W. 79th Street
 Zoning: R-1A
 Applicant: Price Brothers

Mr. Brewster said that the applicant was requesting to rezone approximately 4.5 acres of land from an R-1A single-family residential district to a RP-1B planned single-family residential district to build 20 detached dwellings. The property was formerly used as the YMCA until 2024, which is a permitted use in the R-1A zoning district. The proposal includes a “planned” designation of R-1B for specific deviations from the standards of R-1B, primarily regarding the minimum lot width, lot coverage standards, and setbacks. The applicant is also submitting a corresponding plat to divide the property into 20 residential lots, plat a private common access for the lots, and designate common space fronting the park on the north and providing a north/south connection from 79th Street. The proposed plat is preliminary and will require final review and approval through the final plat process. The applicant held a neighborhood meeting on April 14, 2026, as required by the Prairie Village Resident Participation Policy, and an additional courtesy meeting on May 21, 2026.

In considering a change in zoning classification, the planning commission must consider following factors from the city’s zoning regulations and make a recommendation to the city council. The commission should evaluate the facts, weigh the evidence presented to it, and determine if the criteria have been met. The factors should be considered on balance, and the weight of any single factor in determining the recommendation is up to the commission based on its evaluation of the facts and evidence applied to the context.

1. The character of the neighborhood

This area is at a transition between single-family neighborhoods to the west, moderate density neighborhoods with a mix of townhomes and condominiums to the east and south, and public and institutional uses to the north. The largest influence on the character of the area is a large, regional park (Harmon Park), that has an immediate border with this property to the north. The park is part of a larger civic campus that is

active from other institutional uses, including the city pool and municipal campus, Shawnee Mission East High School, and a fire station. The property is situated at the corner of 79th Street, a collector street connecting neighborhoods east and west of this area to civic destinations and activity centers, and Delmar Street - a residential street that serves as a transition between single-family neighborhoods on the west and the civic and institutional uses on the east.

2. The zoning and uses of property nearby

- North: R-1A single-family district - civic and institutional uses
- East: RP-4 mixed dwelling district - condominiums
- South: R-4 mixed dwelling district - townhomes
- West: R-1B single-family district - single family dwellings

The property is situated at the transition of various residential neighborhoods with differing development intensity and supporting civic and institutional uses which have a city-wide or regional draw.

3. The suitability of the property for the uses to which it has been restricted under its existing zoning

The property is zoned R-1A, which requires a minimum lot width of 80' and a minimum area lot of 10,000 sq. ft. for residential lots. Its prior use was a civic / recreational center, taking advantage of its location on a collector street corner proximate to neighborhoods and other civic uses. The prior use and facility was no longer viable and ceased operating in 2024. Other allowed uses under the current zoning would be detached houses on 10,000 sq. ft. lots, 80' wide lots or other public, civic, and institutional uses that support neighborhoods and are allowed in residential districts.

4. The extent that a change will detrimentally affect neighboring property

The most immediate adjacencies are the park abutting this property on the north boundary and the condominiums abutting this property on the east boundary. While the city's plans, standards, and policies on neighborhood design support residential development adjacent to public green spaces, the transition and frontage on these public areas is an important detail. The transition to the condominiums is also important to ensure no negative impacts result from this project. The land use and building scale transition is compatible with both the immediately abutting property to the east, and surrounding properties. This project proposes two-story detached houses, and the surrounding areas are primarily one-story and two-story buildings with a mix of detached houses, attached townhouses, and condominiums. The project does promote smaller lots and more compact building patterns through the change from R-1A to R-1B, and deviations to standards through the P designation (the latter element is discussed below with the "planned zoning designation criteria"). However, with the mix of neighborhood types and characteristics and the general nature of the property as a transition between several of these areas, the scale and pattern of development is generally compatible. Since there is no specific connection proposed

between this project and property to the east, the primary concern will be longer-term drainage effects and mitigating any impacts on the current buffer area to the east of the property during construction. The greater impact on property to the west and south is a result of this property having a prominent public corner, and will be determined by how buildings address 79th Street and the streetscape designs along both 79th Street and at the intersection of the common private access with Delmar Street.

5. The length of time of any vacancy of the property

Previously, this property was used as a recreation facility operated by the YMCA and built in 1970. The YMCA closed permanently in 2024.

6. The relative gain to public health, safety and welfare by destruction of value of the applicant's property as compared to the hardship on other individual landowners

The property has been vacant for approximately 1.5 years, and plans for its reuse as a civic or instructional use did not materialize. Provided that redevelopment for residential uses can address the abutting streets and immediate adjacencies appropriately, there is no anticipated detrimental effect on adjacent landowners.

7. City staff recommendations

[See detailed staff recommendation below.]

8. Conformance with the comprehensive plan

The Prairie Village comprehensive plan, Village Vision, was updated in 2019-20 and the updates were officially adopted in 2021 (Village Vision 2.0). The land use policy plan designates this area as “public place” on the land use policy map. It is at the south edge of this designation and at a transition between traditional neighborhoods to the west, village neighborhoods to the south and east, and larger public places to the north.

This specific public place is part of a concept plan identified as a civic campus in the implementation section of the plan. Public places and the civic campus are intended for a hub of institutional, recreational, and some residential uses arranged in a campus-like setting. The concept plans in the comprehensive plan suggest coordinated reinvestment in this area by a number of public, institutional, and civic uses that are in the area through a future master plan and coordinated redevelopment that meets the overall goals of the comprehensive plan, supports the needs of adjacent neighborhoods, and responds to the context. Several different uses were listed as possible options depending on specific redevelopment plans. No official plans advanced the civic campus concepts beyond those identified in the comprehensive plan.

The transitions to the adjacent neighborhood designations include:

- Traditional neighborhood (west). Neighborhoods of narrower single-family lots arranged along well-connected streets, where housing options would be directed to throughfares, adjacent to village centers, or at transitions to green space.
- Village neighborhood (south and east). Neighborhood with the broadest range of housing types in a neighborhood setting that provide alternatives to “conventional apartment complexes.” These neighborhoods create transitions to more intense hubs and activity centers.

The property also fronts on 79th Street, which is designated in the public space policy plan as a residential connector street type. This street type provides connections through neighborhoods but also are important streets in the overall transportation network. A balance of slower, neighborhood-appropriate speeds, multi-modal facilities, and connections to destinations throughout the city are intended design attributes. Neighborhood connectors are anticipated to support low intensity residential and civic uses along the frontages.

Village Vision 2.0 has the following overarching goals:

- *Quality Public Space.* Encourage the design of public spaces, including streets, parks and gathering spaces that support recreation, social/community life, a healthy environment, connectivity, and access in Prairie Village.
- *Strong Neighborhoods.* Allow neighborhoods to evolve in ways that reinforce their defining physical characteristics, while also supporting the progressing needs of existing and future residents.
- *Viable Commercial Centers.* Guide reinvestment in activity centers to support dynamic, walkable, and bikeable places with a diverse offering of commercial, civic, and living opportunities, while responsibly growing the sales and commercial property tax bases.
- *Sustainability.* Protect the natural and built systems within Prairie Village and beyond through environmentally sustainable practices.
- *Productivity.* Ensure the city’s development activities and investments create more community value than liabilities.

The proposed rezoning is to the next increment up from the current zoning (R-1A to RP-1B). Additionally, while the public place designation does anticipate some residential uses, the comprehensive plan anticipated that as part of a more integrated civic campus concept. Absent any specific plans materializing among the several institutional uses, this property sits at the transition of three future land use designations: public place, village neighborhood, traditional neighborhood, and the proposed rezoning is consistent with the latter of those categories.

9. Planned zoning designations

The applicant is also requesting a rezoning to a planned zoning designation: RP-1B. The intent of planned zoning processes is for development concepts that require a higher degree of specific planning due to scale, complexity, and design to be based

on a specific plan, and to grant flexibility in the standards based on that plan. Planned zoning districts include the following additional criteria to be demonstrated by the plan:

- a. The plan reflects generally accepted and sound planning and urban design principles with respect to meeting the goals of the comprehensive plan and the purposes and intent of the zoning regulations in section 19.01.010.
- b. The flexibility offered by the planned zoning is not strictly to benefit the applicant or a single project but provides other benefits to the community or supports plans and policies in an equal or better manner than the base district standards.
- c. The proposed deviations to the standards do not undermine the intent of any other standards relative to the proposed projects or relative to adjacent property.

The specific deviations requested under this planned zoning designation are:

- Reducing the minimum lot width from 60' to 58'.
- Reducing the front and rear setbacks from 30' and 25' to 20' for both.
- Increasing the allowed building coverage from 30% to 45%.
- Increasing the allowed impervious coverage from 45% to 60%. [The proposed maximum impervious coverage has been factored into the public works drainage review, analysis, and comments.]

The plan incorporates the following neighborhood design components to support these deviations:

- An approximately 10' to 12' wide tract (Tract B on the preliminary plat) of common area extending north-south between 79th Street and Harmon Park. This tract is proposed to have a 6' to 8' sidewalk providing both an internal circulation system for the neighborhood and a connection into the park at the northeast corner of the site. This future connection is subject to city-approved design and construction plans for the portion that crosses the park property.
- An approximately 12' to 29' wide tract (Tract A on the preliminary plat) of common area extending east-west along the north property boundary between the housing and the park. This tract is proposed to have a 6' to 8' sidewalk providing primarily internal circulation for homes fronting on the park side, but a secondary route and connections between Delmar Street and a park connection on the northeast corner of the site.
- Enhanced lot and building frontage standards on the 79th Street and the Harmon Park sides, facilitated by a "rear loaded" concept with garage access off the internal private access way. The applicant's design standards designate 79th Street and Harmon Park sides as the front. This supplements the otherwise-applicable R-1B neighborhood design standards and requires single-story front entry features on the frontages, increases the minimum front transparency from 15% to 25% on the park and street frontages, and caps the transparency of the garage-loaded (rear, non-primary) sides at 20%. This ensures that all buildings and lots front 79th Street or the park, and that the

internal sides with garages are rear or non-primary sides of the lots and buildings.

- Streetscape enhancements on 79th Street. In addition to required streetscape designs, the applicant has proposed 4 regularly spaced seating areas on the north side of the 79th Street sidewalk that would be placed on private property and maintained by the HOA, and each area is mirrored by an enhanced planting area within the landscape area of the right of way. Staff recommends that these landscape areas be in addition to the standard required streetscape and street trees, and that these areas also be designated for maintenance by the HOA.

RECOMMENDATION - REZONING:

Mr. Brewster said that the proposed zoning (RP-1B) is reasonable for this location. Although designated within a potential civic campus, that concept in the plan included an anticipated mix of uses including residential and also envisioned larger scale development concepts based on a master plan coordinating many civic and institutional investors. Absent this coordinated effort, it is reasonable that smaller scale development and redevelopment plans will occur. This location is also at the edge of two specific types of neighborhoods designated in the plan: the lower-scale traditional neighborhoods and the larger-scale village neighborhoods (to the south and east), and the zoning of those properties reflect this. Therefore, it is reasonable to balance these transitions with housing compatible with either of these scales.

Additionally, the comprehensive plan envisions housing reinvestment fronting neighborhood connector street types and fronting public green spaces, and this property abuts both in 79th Street to the south (neighborhood connector) and Harmon Park to the north (public green space). The proposed rezoning of this site may make sense to promote this redevelopment, and general reinvestment in the neighborhood.

The applicant has proposed a “planned” zoning designation, which based on larger scale planning and design can support deviations from the base zoning district standards. The proposed deviations and corresponding planning concepts in the development plan are identified above in item #9, Planned Zoning Designation.

Staff recommends that the planning commission recommend the proposed rezoning from R-1A to RP-1B for approval to the city council. To ensure that the intent of the proposed project plan is met and to fulfill the requirements of the planned zoning criteria, staff recommends the following conditions:

1. The landscape plan be finalized with staff prior to issuance of any building permits, and specifically:
 - a. Add ornamental trees 20’ on-center in the landscape area on 79th Street (This substitution would be in place of the ordinance requirement of one large tree per 40’ of lot frontage / one large tree per lot, and account for the overhead utilities). These should occur at greater frequency than the proposed enhanced landscape areas, but the landscape areas may incorporate a required street tree.

- b. Add 6 large street trees on-center in the landscape area on Delmar Street. (This would meet the ordinance requirement of one large tree per 40' of lot frontage.) The sidewalk should be relocated approximately 8' from the back of curb and then orient back to the existing sidewalk on the park frontage at the north end of the property.
 - c. Tracts A and B on the preliminary plat should receive a complimentary amount of landscape elements with regularly-spaced ornamental or large trees (20' and 40' spacing respectively) to create vertical components similar to and corresponding with the public streetscape and sidewalks.
2. The rezoning is conditioned on submittal and approval of a final plat meeting all final plat standards, and addressing recommended conditions of approval on the preliminary plat. *[See preliminary plat approval conditions.]*
3. Final plans for any improvements or building permits shall be reviewed by public works to ensure compliance with the approved stormwater management study. *[See preliminary plat approval conditions.]*

SUMMARY - PRELIMINARY PLAT:

Plats are required to divide a property into separate lots to be recorded eligible for sale. The preliminary and final plat process ensure that all required improvements (access, utilities, drainage, etc.) are in place prior to the potential fracturing of ownership and that all lots meet the required development and zoning standards and will result in buildable lots ready for final design and permits. A preliminary plat is conceptual approval of a development plan, and approval authorizes the preparation of a final plat which includes more detailed and specific information to align with more developed engineering, design, and construction documents.

Based on the proposed project plan associated with the rezoning from R-1A to RP-1B, the preliminary plat divides two currently unplatted tracts into:

- 20 lots for detached houses ranging in sizes from 8,456 sq. ft. to 9,112 sq. ft. The lots on the south side are approximately 8,500 sq. ft. and the lots on the north side are approximately 9,000 sq. ft.
- 5 common area tracts:
 - Tract A - a pedestrian passage of approximately 11,900 sq. ft.
 - Tract B - a pedestrian passage of approximately 1,500 sq. ft.
 - Tract C - a private access easement of approximately 27,000 sq. ft. providing vehicle access to the rear of all lots between the park-fronting lots fronting Harmon Park and the street-fronting lots fronting 79th Street.
 - Tract D - an approximately 15' buffer on Delmar Street south of the entrance approximately 1,900 sq. ft.
 - Tract E - a 15' buffer on Delmar Street north of the entrance, approximately 1,800 sq. ft.

The lots meet R-1B standards except that they are proposed to be 58' wide rather than the required 60' wide. (R-1B standards are 60' wide and 100' deep; some zoning deviations for setbacks and building coverage were also addressed in the zoning plan).

The easement and tracts will be owned, managed and maintained by a private property owners' association to be established in conjunction with the plat. The tracts will contain sidewalks for internal circulation between the public sidewalk on Delmar Street to the west and on 79th Street to the south and remain open for a potential public connection to the park on the northeast side of the project. The park connection would be contingent on the city planning and designing a connection to the edge of this property at a future date.

The access easement is designed to be 28' wide; despite being intended as a "rear alley", this will accommodate additional on-street parking for guest or overflow parking and meet emergency access standards (each lot can park up to four vehicles including garage spaces and driveway spaces). It is approximately 540' long, terminating in a turnaround bulb that meets the fire district emergency access requirements. Design and construction of this private access will still be subject to public standards and subject to final review and approval by public works.

ANALYSIS - PRELIMINARY PLAT:

The Prairie Village subdivision regulations have the following review elements for preliminary and final plats:

Streets & Street Arrangement

The project is at the intersection of two public streets: 79th Street and Delmar Street, and is primarily served by these streets. The individual lots will be accessed by a private access street designed to public street standards and extending east-west into the project. This street will function as an alley, providing access to the rear of homes to ensure that the projects outward-facing frontages address the surrounding public spaces - primarily Harmon Park on the north and 79th Street on the west, and treating Delmar Street as a corner side street.

This arrangement results in two "half-blocks", each approximately 610' long, and is consistent with the street and block criteria despite not connecting to the east. In general, the subdivision regulations provide that blocks should be no longer than 1,800' and where they are longer than 1,000' they should provide pedestrian passages through the block. In conjunction with adjacent developed residential project the extent of this frontage is approaching 1,000' and the entire block between Mission Road and Delmar Street is approximately 1,200'. The applicant has also provided a mid-block pedestrian connection through their project in a common area tract.

As an infill project and with limited ability to shape the street and block patterns based on surrounding conditions, the proposed street arrangement adequately addresses the subdivision standards, and achieves the desired goals for connectivity and access. The applicant has provided a trip generation analysis showing expected traffic to be less than the prior use (community center / recreation facility) and the existing streets and proposed access street are sufficient to serve the proposed development.

The street arrangement also involves the dedication or confirmation of right-of-way for a narrow track along the entire frontage of the property along 79th Street. This tract aligns

with the property / right-of-way of the abutting property to the east, and will allow the proposed landscape area and sidewalk configuration along 79th Street to occur in the right-of-way.

Sidewalks

The project is primarily served by public sidewalks on the north side of 79th Street and the east side of Delmar Street on the perimeter of the property. The zoning plan indicates that these sidewalks should be 6' to 8' wide based on coordination with the streetscape and landscape area plans. The sidewalk on 79th Street will be relocated from the back of curb to an alignment consistent with the sidewalk fronting on property immediately to the east, and allow for a sufficient landscape area between the curb and sidewalk.

There is an existing sidewalk on the east side of Delmar Street, and staff is recommending that this sidewalk also be sufficiently moved back from the curb to allow planting of the required street trees (at least 6' to 8' from the back of curb). This will require an alignment shift to the existing sidewalk on the park property to the north, until that sidewalk could be reconstructed and aligned with sufficient curb separation.

Mr. Brewster stated that subdivision regulations require sidewalks to be on both sides of the streets and around the bulb of cul-de-sacs. However, since the access street is intended to function as a rear alley and is private access, and since the project provides alternative internal circulation between the public sidewalks on Delmar Street and 79th Street, staff does not interpret the sidewalk standard to apply to the private access. Additionally, staff believes the pedestrian circulation plans achieve the goals for sidewalk requirements in the subdivision regulations.

In addition, and with the absence of sidewalks on the internal access street, the zoning plan also offers sidewalks that provide internal circulation within the project and a connection into Harmon Park. The zoning plan specifies that these will also be 6' to 8' sidewalks within Tract A (east-west from Delmar Street) and Tract B (north-south between 79th Street and the park), with a connection into Harmon Park at the northeast corner of the property.

Utilities

Utilities already serve the site, and the applicant is working with the various utility companies to provide the necessary water, sewer, power, communication, gas, etc. to each lot. The applicant will need to work with the fire district to determine the location of any fire hydrants.

Storm Drainage

The applicant submitted a stormwater management study demonstrating that the proposed development will match or reduce peak runoff rates compared to existing site conditions, ensuring no adverse downstream impacts. While the redevelopment slightly reduces the site's overall impervious footprint, the existing site had an underground parking lot detention system for stormwater management. To manage runoff effectively, the proposed plan introduces two underground stormwater detention basins on the north and south sides of the property. Additionally, the design reduces runoff directed toward

the existing drainage swale on the adjacent eastern property. Final construction and drainage plans remain subject to review and written approval by the public works department to ensure conformance to performance standards.

Lot Sizes and Building Lines

The applicant is proposing 20 lots for detached houses in association with the proposed RP-1B standards. The zoning plan includes requested deviations with the rezoning analysis, but otherwise meets the R-1B development and design standards.

Preliminary Grading

The applicant has submitted a preliminary grading plan with the preliminary plat demonstrating the general feasibility of the plan. Final grading shall be subject to approval by the city prior to construction of any improvements or approval of any building permits, provided it meets the approved stormwater plan, city construction specifications, and is consistent with the development patterns and all design requirements of the zoning plan and community design standards.

RECOMMENDATION - PLAT:

Staff recommends that the planning commission approve the preliminary plat, and authorize preparation of a final plat based the concepts in the preliminary plat and on the following conditions:

1. The sidewalks in the common areas remain open and ungated, and the applicant shall coordinate with the city for construction of a park connection near the northeast portion of the property. The final plat shall include easement language ensuring public access.
2. The final plat shall confirm and/or provide any fire hydrants required to meet fire district standards.
3. The applicant shall submit HOA documents for city review that ensure both the organizational and financial capacity for the association to maintain all common areas, and particularly the landscape amenity and sidewalks, private access street, and the stormwater facilities in the common areas and/or easements. The final HOA documents shall be recorded with the final plat (or otherwise attach to and ensure that each lot is jointly obligated, as approved by the city attorney).
4. The final plat shall have the following additional information, required by section 18.12.040, submitted prior to being routed for signatures by the city and recording by the county:
 - a. Restrictive covenants in a form approved by the city attorney.
 - b. Proof of ownership.
 - c. Certificate showing all taxes and special assessments have been paid.
 - d. Construction documents, or if to be submitted at a later date, other commitment that all required improvements will be built to public works specifications.
5. The final plat shall include all certifications required by section 18.12.050 prior to being routed for signatures by the city and prior to recording with the county, specifically:
 - a. Certification by parties holding title;

- b. Certification by a registered surveyor;
 - c. Space for certification of approval by the planning commission (chair and secretary)
 - d. Space for certification of acceptance or easements and right-of-way by the city council (mayor and city clerk)
6. Final plans for any improvements or structures shall be reviewed by public works and are subject to their approval to meet easement requirements and the approved stormwater management plan.
 7. Final design and construction of the private access (78th Place) be subject to approval of public works.

Mr. Valentino asked for clarification between P (planned) zoning districts and MXD (mixed use) zoning districts. Mr. Brewster said that MXD zoning districts were very broad, and were intended to contain mixed uses, such as commercial and residential. The P designation could be applied to any zoning district to address beneficial deviations for a specific project.

Mr. Birkel asked if any part of the development would include fencing. Mr. Brewster said there was a potential for wrought iron or faux wrought iron decorative fencing to be used, but no other type of fencing would be allowed.

Mr. Wolf asked whether the private street was wide enough to allow for parking on both sides of the street. Mr. Brewster said that it would be wide enough.

Ms. Brown asked if there would be changes to the overhead power lines along 79th Street to the south of the project. Mr. Brewster said that the lines would remain, but that the sidewalk would be moved to the other side of the poles.

Applicants Henry Clover, Clover Architects, 8813 Penrose Lane, Lenexa; Bart Lowen, Price Brothers, 12721 Metcalf Avenue, Suite 200, Overland Park; and Luke Moore, Olsson Engineering, 7310 W. 133rd Street, Overland Park, were present to discuss the application. Mr. Clover gave a presentation showing highlights of the proposal, and noted the width of the private street was large enough to accommodate fire trucks. He added that a 23' wide "green belt" would be installed on the north side of the site to connect with the park, and that each home would have a front porch as well as a rear garage on the alley side.

Mr. Wolf asked for additional information about the drainage plan. Mr. Moore stated that there would be a slight decrease (approximately 1%) in the impervious surface coverage relative to the existing conditions at the site. He added that with city staff's help, an existing water detention basin was located below the parking lot. Underground detention chambers would be installed to run east-west on the north and south sides of the site, and swales would be placed on the south side of the site to detain water and ensure surrounding properties are not affected. In a 100 year flood event, water would flow to 79th Street and into storm drains. Lastly, Mr. Moore stated that the HOA for the development would be responsible for cleaning out the pipes and other drainage equipment on a regular basis.

Mr. Valentino noted that two of the documents provided by the applicant showed different measurements for the size of the proposed lots. Mr. Moore noted that there were two zoning plans included in the packet, one which showed 26 lots, and another that showed 20 lots. He stated that the data on the 20 lot plan was the correct information.

Ms. Brown asked how the proposed impervious surface coverage and building coverage compared to the Meadowbrook development. Mr. Brewster stated that the proposed lots were generally larger than those at Meadowbrook, and that the proposed coverage percentages were lower.

Mr. Wolf asked whether multiple architects would be designing homes for the project, and how infrastructure would be handled. Mr. Lowen stated that a sister-company associated with Price Brothers would handle all of the site infrastructure work, street work, and utilities, and that a single architect would be designing the homes.

Ms. Temple asked whether it would be possible for a future homeowner to expand their home, such as by adding a deck, and surpass the building coverage deviation or lot line deviation. Mr. Brewster said that deviations to the approved zoning plan would require another rezoning application.

Mr. Kersten, Mr. Herron and Ms. Brown stated that they wished to see more specific and accurate grading information and elevations in order to understand how homes on the lots would actually look. Additionally, concern was shared about a 20' setback on the south side of the project.

Mr. Wolf opened the public hearing at 8:15 p.m. With no one present to speak, the public hearing was closed at 8:16 p.m.

Mr. Kersten asked for further information about the traffic study, and how it would affect traffic on Delmar Street. Mr. Moore stated that the traffic study compared the expected traffic from the development to the traffic generated by the YMCA when it was active. The study indicated traffic would be lesser than it was when the YMCA was open. Additionally, the entrance to the private street would be located further north than the existing two driveways to the YMCA parking lot in order reduce congestion near the intersection of 79th Street and Delmar Street.

After further discussion, Mr. Wolf made a motion to approve PC-26-1, rezoning from R-1A to RP-1B with staff conditions and the following additional conditions:

- The applicant provide a grading plan that will be approved as part of the final plat approval
- The applicant provide a plan to address the planning commission's concerns with setbacks
- The applicant provide accurate information related to dimensions of lots and setbacks

Additionally, if the planning commission finds that one or all of the above conditions are not met, the rezoning approval will be null and void. Ms. Brown seconded the motion, which passed 7-0.

Mr. Wolf made a motion to approve PC-26-11, approving the preliminary plat, with the same conditions as the prior motion. Ms. Brown seconded the motion, which passed 7-0.

**EXCERPT OF PLANNING COMMISSION MINUTES DRAFT
JULY 7, 2026**

PC-26-11 Final plat approval
 4200 W. 79th Street
 Zoning: R-1A
 Applicant: Price Brothers

Mr. Brewster said that the applicant was requesting approval of a final plat to divide the property at 4200 W. 79th Street into 20 residential lots, plat a private common access for the lots, and designate common space fronting the park on the north and providing a north/south connection from 79th Street. The plat approval accompanies approval to rezone approximately 4.5 acres from R-1A Single-Family Residential to RP-1B Planned Single-Family Residential district. The property was previously used as a YMCA up until 2024, which is a permitted use in the R-1A zoning district. The proposal includes a “planned” designation of R-1B for specific deviations from the standards of R-1B, primarily regarding the minimum lot width, lot coverage standards, and setbacks.

The planning commission held a public hearing on the proposed rezoning at its June 2, 2026, meeting, and also considered a preliminary plat associated with the proposed rezoning. Based on the information submitted and considered at the public hearing, the commission recommended approval of the rezoning and approved the preliminary plat subject to conditions outlined in the staff report and on additional conditions that the final plat be submitted with a grading plan, approved as part of the final plat, that addressed the following items:

- The grading plan show building footprints and proposed setbacks are coordinated with the grades
- The grading plan show proposed scale and massing of buildings in relation to proposed front setbacks incorporating grades of the lot frontages
- The grading be coordinated with the proposed stormwater master plan, particularly considering the swales between houses and the grading of pedestrian passages
- The lots and setback be updated with accurate dimensional numbers on lot sizes, lot coverages, and building footprints

The applicant held a neighborhood meeting on April 14, 2026, as required by the Prairie Village Resident Participation Policy and an additional courtesy meeting on May 21, 2026, and supplemented the prior applications with background on those meetings.

Mr. Brewster stated that plats are required to divide property into separate lots to be recorded eligible for sale. The preliminary and final plat process established that all required improvements (access, utilities, drainage, etc.) are in place prior to the potential fracturing of ownership, and that all lots meet the required development and zoning standards and will result in buildable lots ready for final design and permits. A preliminary

plat is the conceptual approval of a development plan, and approval authorizes the preparation of a final plat which includes more detailed and specific information to align with more developed engineering, design, and construction documents.

Based on the preliminary plat, and the proposed project plan associated with the rezoning from R-1A to RP-1B, the final plat divides two currently unplatted tracts into:

- 20 lots for detached houses ranging in sizes from 8,149 sq. ft. to 8,814 sq. ft. The lots on the south side are approximately 8,500 sq. ft to 8,600 sq. ft and the lots on the north side are approximately 8,149 - 8,560 sq. ft.
- 4 common area tracts:
 - Tract A - a pedestrian passage of approximately 11,547 sq. ft.
 - Tract B - a pedestrian passage of approximately 1,680 sq. ft.
 - Tract C - an approximately 15' buffer on Delmar Street south of the entrance, approximately 2,235 sq. ft.
 - Tract D - a 15' buffer on Delmar Street north of the entrance, approximately 2,107 sq. ft.
 - All lots also include private access easements providing the private drive on the rear of lots accessing garages and provide drainage easements in accordance with the stormwater plan.

The lots meet R-1B standards except that they are proposed to be 58' wide rather than the required 60' wide. (R-1B standards are 60' wide and 100' deep; some zoning deviations for setbacks and building coverage were also addressed in the zoning plan). The easement and tracts will be owned, managed and maintained by a private property owners' association to be established in conjunction with this plat. The tracts will contain sidewalks for internal circulation between the public sidewalk on Delmar Street to the west and on 79th Street to the south and remain open for a potential public connection to the park on the northeast side of the project. The park connection would be contingent on the city planning and designing a connection to the edge of this property at a future date.

The access easement is designed to be 28' wide. Despite being intended as a "rear alley", this will accommodate additional on-street parking for guest or overflow parking and meet emergency access standards (each lot can park up to four vehicles including garage spaces and driveway spaces). It is approximately 540' long terminating in a turnaround bulb that meets the fire district emergency access requirements. Design and construction of this private access will still be subject to public standards and subject to final review and approval by public works.

Mr. Brewster said that the city's subdivision regulations have the following review elements for preliminary and final plats:

Streets & Street Arrangement

The project is at the intersection of two public streets - 79th Street and Delmar Street - and is primarily served by these streets. The individual lots will be accessed by a private access street designed to public street standards and extending east / west into the project. This street will function as an alley, providing access to the rear of

homes to ensure that the projects outward-facing frontages address the surrounding public spaces - primarily Harmon Park on the north and 79th Street on the west, and treating Delmar Street as a corner side street.

This arrangement results in two “half-blocks” - each approximately 610’ long and 130’ wide, and is consistent with the street and block criteria despite not connecting to the east. In general, the subdivision regulations provide that blocks should be no longer than 1,800’ and where they are longer than 1,000’ they should provide pedestrian passages through the block. In conjunction with adjacent developed residential area, the extent of this frontage approaches 1,000’ and the entire block between Mission Road and Delmar Street is approximately 1,200’. The applicant has also provided a mid-block pedestrian connection through their project in a common area tract.

As an infill project and with limited ability to shape the street and block patterns based on surrounding conditions, the proposed street arrangement adequately addresses the subdivision standards and achieves the desired goals for connectivity and access.

The applicant provided a trip generation analysis showing expected traffic to be less than the prior use (community center / recreation facility) and the existing streets and proposed access street are sufficient to serve the proposed development.

The street arrangement also involves the dedication or confirmation of right-of-way for a narrow tract along the entire frontage of this property along 79th Street. This tract aligns with the property / right-of-way of the abutting property to the east and will allow the proposed landscape area and sidewalk configuration along 79th Street to occur in the right-of-way.

Sidewalks

Mr. Brewster stated that the project is primarily served by public sidewalks on the north side of 79th Street and the east side of Delmar Street on the perimeter of the property. The zoning plan indicates that these sidewalks should be 6’ to 8’ wide based on coordination with the streetscape and landscape area plans. The sidewalk on 79th Street will be relocated from the back of curb to an alignment consistent with the sidewalk fronting the property immediately to the east and allow for a sufficient landscape area between the curb and sidewalk.

There is an existing sidewalk on the east side of Delmar Street, and staff is recommending that this sidewalk also be sufficiently moved back from the curb to allow planting of the required street trees (at least 6’ to 8’ from the back of curb). This will require an alignment shift to the existing sidewalk on the park property to the north, until that sidewalk could be reconstructed and aligned with sufficient curb separation.

The subdivision regulations require sidewalks to be on both sides of the street and around the bulb of cul-de-sacs. However, since the access street is intended to function as a rear alley, is private access, and the project provides alternative internal circulation between the public sidewalks on Delmar Street and 79th Street, staff does not interpret the sidewalk standard to apply to the private access, and feels the

pedestrian circulation plans achieve the goals for sidewalk requirements in the subdivision regulations.

With the absence of sidewalks on the internal access street, the zoning plan also includes sidewalks that provide internal circulation within the project and a connection into Harmon Park. The zoning plan specifies that there will also be 6' to 8' sidewalks within Tract A (east-west from Delmar Street) and Tract B (north-south between 79th Street and Harmon Park), with a connection into the park at the northeast corner of the property.

Utilities already serve the site, and the applicant is working with the various utility companies to provide the necessary water, sewer, power, communication, gas, etc. to each lot. The applicant will need to work with the fire district to determine the location of any fire hydrants.

Storm Drainage

The applicant submitted a stormwater management study with the proposed rezoning and preliminary plat demonstrating that the proposed development will match or reduce peak runoff rates compared to existing site conditions, ensuring no adverse downstream impacts. Further details of this study have been confirmed and coordinated with the final grading plan and documented in a stormwater memo dated June 12, 2026.

Lot Sizes and Building Lines

Mr. Brewster said that the applicant is proposing 20 lots for detached houses in association with the proposed RP-1B standards. The zoning plan includes requested deviations included with the rezoning analysis but otherwise meets the R-1B development and design standards. Updated and accurate data on the lots has been supplied with lots ranging from 8,149 sq. ft. to 8,814 sq. ft. (approximately 17% of which includes the access easement and drainage easement on the typical lots). Larger lots are at the east end (lots 9, 10, 19, and 20) of the site. These lots are the focus of the more detailed building concepts associated with the grading plan due to the constraints of the access turnaround and the grading, demonstrating building heights, frontage designs, and relationship to the streetscape.

Grading Plan

As a condition of the rezoning recommendation and the preliminary plat approval, the planning commission requested a final grading plan that demonstrated how execution of specific elements of the plan would occur:

- The applicant has provided more detailed information on building heights related to the grade and each lot. All of these will generally follow the standard R-1B practices and allow a 29' building height from the top of foundation at the front elevation. However, the four lots on the east end fronting 79th Street (Lots 17, 18, 19, and 20), propose a height limit of 29' from the top of foundation at the front and the rear building lines (with these two limits connecting and forming the outer building envelope). This will let the primary two-level homes to step with the grade

on these lots that are most affected by the grading plan, rather than integrate into the grade from the high-point as the other buildings do and as the R-1B standard would permit. This primarily affects the scale of buildings on the rear portion of those lots relative to the private internal access street and does not have a significant impact on other elevations. In all other cases, the proposed two-level buildings will result in building scales less than otherwise allowed in R-1B.

- The applicant has demonstrated the grading of swales between the lots and these profiles correspond with the stormwater plans.
- The applicant has provided more detailed sections and conceptual elevations of how the frontages will relate to both 79th Street (primarily two-story elevations with steps from the entry features to street level) and the park frontage (primarily one-story elevations with limited steps from the entry features to the grade at the lot frontage). The illustrative rendering has also been updated to reflect these additional details that emerged from the more detailed grading plan.
- The applicant has demonstrated the grade particularly on Tract B and the north/south connection to the park, and how that impacts the side yard grade of homes abutting this space.
- The applicant has supplied more detailed and accurate lot and building coverage calculations for the lots.
- The plat includes updated plat notes regarding the maintenance obligations for the property owners' association of common area tracts.
- The applicant has submitted updated plat notes regarding right-of-way dedication, easement disposition, and except for the condition that Tracts A and B shall remain open to public access to the park from 79th Street and from Delmar Street.

Mr. Brewster said that staff reviewed the final plat and supporting exhibits and finds that the plat meets the subdivision standards and is in substantial conformance with the preliminary plat and the planning commission's conditions of the rezoning approval. Staff recommends that the planning commission approve the final plat, and subject to approval by the city council of land dedications, the plat may be recorded with the county, subject to the following conditions:

1. Tracts A and B are to remain open and permit public access to the park from Delmar Street and 79th Street. The plat notes should be updated to confirm this commitment prior to recording.
2. At the time of construction, the applicant shall coordinate with the city on the design and will construct a connection from the northeast portion of the property to public sidewalks in the park in conjunction with other improvements.
3. Future improvements may require fire hydrants to meet fire district and WaterOne standards, and the plat shall account for this in the applicable utility or access easements.
4. The final plat shall have the following additional information, required by Section 18.12.040, submitted prior to being routed for signatures by the city and recording by the county:
 - a. HOA documents and restrictive covenants that ensure both the organizational and financial capacity to maintain all common areas and

- stormwater facilities shall be submitted prior to recording the plan, and be in a form approved by the city attorney.
- b. Proof of ownership.
 - c. Certificate showing all taxes and special assessments have been paid. Construction documents or if to be submitted at a later date other commitment that all required improvements will be built to public works specifications.
5. Final plans for any improvements or structures shall be reviewed by public works and are subject to their approval to meet easement requirements and the approved stormwater management plan.
 6. Final design and construction of the private access road (78th Place) be subject to approval of public works.

The following applicants were present to discuss the application:

- Bart Lowen, Price Brothers, 12721 Metcalf Avenue, Suite 200, Overland Park
- Patrick Reuter, Klover Architecture, 8113 Penrose Street, Suite 400, Lenexa
- Seth Reece and Terry Parsons, Olsson, 7301 W. 133rd Street, Overland Park

Mr. Reuter gave a presentation providing updated details of the grading plan, streetscape, site sections, and data tables.

Mr. Wolf asked if Klover Architecture would be designing the homes. Mr. Reuter said that a firm associated with Price Brothers would be handling the design.

Mr. Wolf asked Mr. Speegle for his thoughts on how the updated grading plan would affect drainage at the site. Mr. Speegle stated that public works felt that the updates did not affect drainage negatively, but that the final plans, once received, would be reviewed to ensure the proposed drainage was still adequate.

Mr. Birkel asked whether the proposed on-site drainage detention was for a two-year storm. Mr. Parsons said that the existing detention system at the site had a two-year capacity, but the new system would have a 25-year capacity.

Mr. Herron asked whether the grading plan could be revisited again in the future if the planning commission approved the application. Mr. Brewster said that further review would typically be handled during the permitting process, but if significant changes were made to the design and scale, the application would need to come back to the planning commission for consideration.

Ms. Brown asked if there was a potential for each lot's grading to change as they are sold. Mr. Speegle said that all plans submitted in the future would be reviewed to ensure they met the intent of the drainage plan. Mr. Reuter added that the grading would all be completed at the beginning of the project.

Mr. Kersten asked if the underground water retention systems would need to be cleaned out periodically. Mr. Speegle said that they would need to be pumped out annually to

remove sediment. Mr. Kersten shared concern that there was a significant amount of regular maintenance that would need to be done by the homeowners' association, including cleaning the retention systems and maintaining swales and public-facing plantings.

Ms. Brown made a motion to recommend approval of the final plat, with the conditions identified by staff. Mr. Herron seconded the motion, which passed 4-1, with Mr. Kersten opposed.



Committee Reports: Consider Final Plat for 4200 West 79th Street

Recommendation

Authorize the Mayor to execute the Final Plat for 4200 West 79th Street for acceptance of right-of-ways and easements subject to the conditions of approval required by the Planning Commission.

Background

The applicant is Price Brothers, who is acting as the authorized agent on the property at 4200 West 79th Street, owned by YMPB LLC. In a separate application, the applicant is requesting to rezone the property area from R-1A to RP-1B. The applicant is requesting to rezone approximately 4.5 acres from R-1A Single-Family Residential to RP-1B Planned Single-Family Residential district to build 20 detached dwellings. The property was used as the YMCA up until 2024, which is a permitted use in the R-1A zoning district. The proposal includes a “planned” designation of R-1B for specific deviations from the standards of R-1B, primarily regarding the minimum lot width, lot coverage standards, and setbacks. The applicant submitted a corresponding plat to divide the property into 20 residential lots, plat a private common access for the lots, and designate common space fronting the park on the north and providing a north/south connection from 79th Street.

The Planning Commission considered the rezoning and preliminary plat on June 2, 2026, and voted unanimously to advance the preliminary plat to the next Planning Commission meeting with the following conditions:

- The applicant provide a grading plan that will be approved as part of the final plat approval
- The applicant provide a plan to address the planning commission’s concerns with setbacks
- The applicant provide accurate information related to dimensions of lots and setbacks

These Planning Commission-initiated conditions were in addition to staff conditions listed below. The final plat was presented and approved by a vote of 4-1 at the July 7, 2026 Planning Commission meeting with the following conditions:

1. Tracts A and B are to remain open and permit public access to the park from Delmar Street and 79th Street. The plat notes should be updated to confirm this commitment prior to recording.
2. At the time of construction, the applicant shall coordinate with the city on the design and will construct a connection from the northeast portion of the property to public sidewalks in the park in conjunction with other improvements.

3. Future improvements may require fire hydrants required to meet Fire District and Water One standards, and the plat shall account for this in the applicable utility or access easements.
4. The final plat shall have the following additional information, required by Section 18.12.040, submitted prior to being routed for signatures by the city and recording by the county:
 - a. HOA documents & Restrictive covenants that ensure both the organizational and financial capacity to maintain all common areas and stormwater facilities shall be submitted prior to recording the plan, and be in a form approved by the City Attorney.
 - b. Proof of ownership.
 - c. Certificate showing all taxes and special assessments have been paid.
 - d. Construction documents or if to be submitted at a later date other commitment that all required improvements will be built to Public Works specifications.
5. Final plans for any improvements or structures shall be reviewed by Public Works and are subject to their approval to meet easement requirements and the approved stormwater management plan.
6. Final design and construction of the private access (W. 78th Place) be subject to approval of Public Works.

Staff will be available to discuss as needed.

Fiscal Note

N/A

Attachments

1. Final Plat
2. July 7, 2026 Planning Commission Meeting Excerpt

Prepared By

Nickie Lee, Deputy City Administrator
July 9, 2026

Final Plat of
HARMON PARK DEVELOPMENT, FIRST PLAT
A Replat of part of Lots 3 and 4, Jarboe View, a subdivision in the Southeast Quarter of Section
21, Township 12 South, Range 25 East, Prairie Village, Johnson County, Kansas

PROPERTY DESCRIPTION

All that part of Lots 3 and 4, JARBOE VIEW, a subdivision in the City of Prairie Village, Johnson County, Kansas, lying in the Southeast Quarter of Section 21, Township 12 South, Range 25 East, described by Michael J. Bogina, Kansas PS-1655, of Olsson, KSLS-114, on February 6, 2026, as follows:

BEGINNING at the Southwest corner of said Lot 4; Thence North 02 Degrees 19 Minutes 36 Seconds West, on the West line of said Lot 4, a distance of 314.98 feet to the Southwest corner of Tract 1, Prairie Village Municipal Office Complex, a subdivision in the City of Prairie Village, Johnson County, Kansas; thence North 87 Degrees 19 Minutes 08 Seconds East, departing said West line, on the South line of said Tract 1, a distance of 606.28 feet to the Northwest corner of Tract A, Village Park, a subdivision in the City of Prairie Village, Johnson County, Kansas; thence South 03 Degrees 01 Minute 37 Seconds East, departing said South line, on the West line of said Tract A, a distance of 314.97 feet to the Southwest corner of said Tract A, said point also lying on the South line of said Lot 3; thence South 87 Degrees 19 Minutes 03 Seconds West, departing said West line, on said South line, and on the South line of said Lot 4, a distance of 610.13 feet to the POINT OF BEGINNING, containing 191,565 Square Feet or 4.3977 Acres, more or less.

DEDICATION

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as "HARMON PARK DEVELOPMENT, FIRST PLAT."

The undersigned proprietors of said property shown on this plot do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on this plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and lay pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietors hereby absolve and agree to indemnify the City of Prairie Village, Johnson County, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easements.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City of Prairie Village, Kansas with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

A perpetual easement over, under and through the areas outlined and designated on this plat as "Private Drainage Easement" or "D/E" for the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility or tributary connections, including similar facilities, and appurtenances thereto, including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of such facility, together with the right of access for the same, is hereby granted for the benefit of Lots 1-20 this plat, to the Homeowner's Association. Drainage Easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

An easement or license to enter upon, construct, use and maintain or authorize the location, construction or maintenance and use of private street, irrigation systems, drainage facilities, and similar facilities, for the benefit of Lots 1-20 this plat, and to be maintained by the Homeowner's Association over and under these areas outlined and designated on this plat as "Private Access Easement" or "A/E".

Tract "A", "B", "C", and "D" are to be owned and maintained by the Homeowner's Association and is intended to be used for amenities such as trails, signage, landscaping, drainage easements, detention facilities and private open space. The Homeowner's Association shall be responsible for the perpetual operation, maintenance, sediment removal, and annual inspection of all stormwater detention facilities within the subdivision in accordance with City Code requirements. In accordance with Chapter 14 of the Prairie Village Municipal Code, the owner(s) shall provide annual certification by a Professional Engineer licensed in the State of Kansas, on or before May 1 of each year, verifying that the detention facility has full storage capacity and that all associated inlet, outlet, and control structures are fully functional. These obligations shall run with the land and be binding upon all successors and assigns. The Homeowner's Association shall maintain adequate access to the facilities for inspection and maintenance purposes.

In accordance with KSA 12-512(b), all rights, obligations, reservations, easements, or interests not shown on this plat shall be vacated as to use and as to title, upon filing and recording of this plat. The proprietors, successors, and assigns, of property shown on this plat hereby absolve and agree, jointly and severally, to indemnify the City of Prairie Village, Kansas, of any expense incident to the relocation of any existing utility improvements heretofore installed and required to be relocated in accordance with proposed improvements described in this plat.

CONSENT TO LEVY

The undersigned proprietor of the above tract of land hereby agrees and consents that the Board of County Commissioners of Johnson County, Kansas, and the City of Prairie Village, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessment, and that the amount of unpaid special assessments on such land so dedicated shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public way or thoroughfare.

EXECUTION

IN TESTIMONY WHEREOF, the undersigned proprietor has hereunto subscribed his name.

Owner: YMPB, LLC

By: _____
Kent Price, Managing Member

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

Be it remembered, that on this _____ day of _____, 2026, before me, a notary public in and for said county and state, came Kent Price, Managing Member Member of YMBP, LLC who are personally known to me to be the same persons who executed the foregoing instrument of writing on behalf of said limited liability company, and he duly acknowledged the execution of the same to be the free act and deed of said limited liability company.

In witness hereof, I have hereunto subscribed my name and affixed my notarial seal this day and year last above written.

Notary: _____ My appointment expires: _____

APPROVALS:

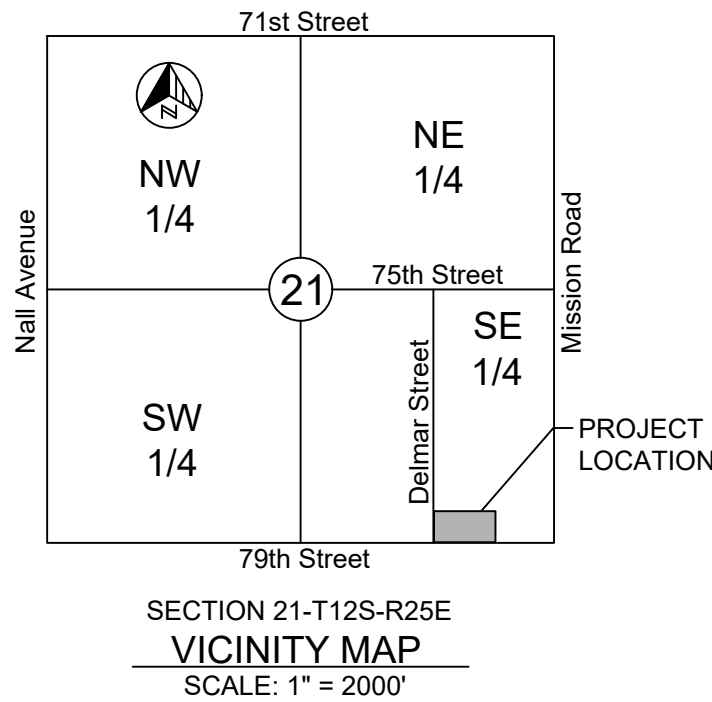
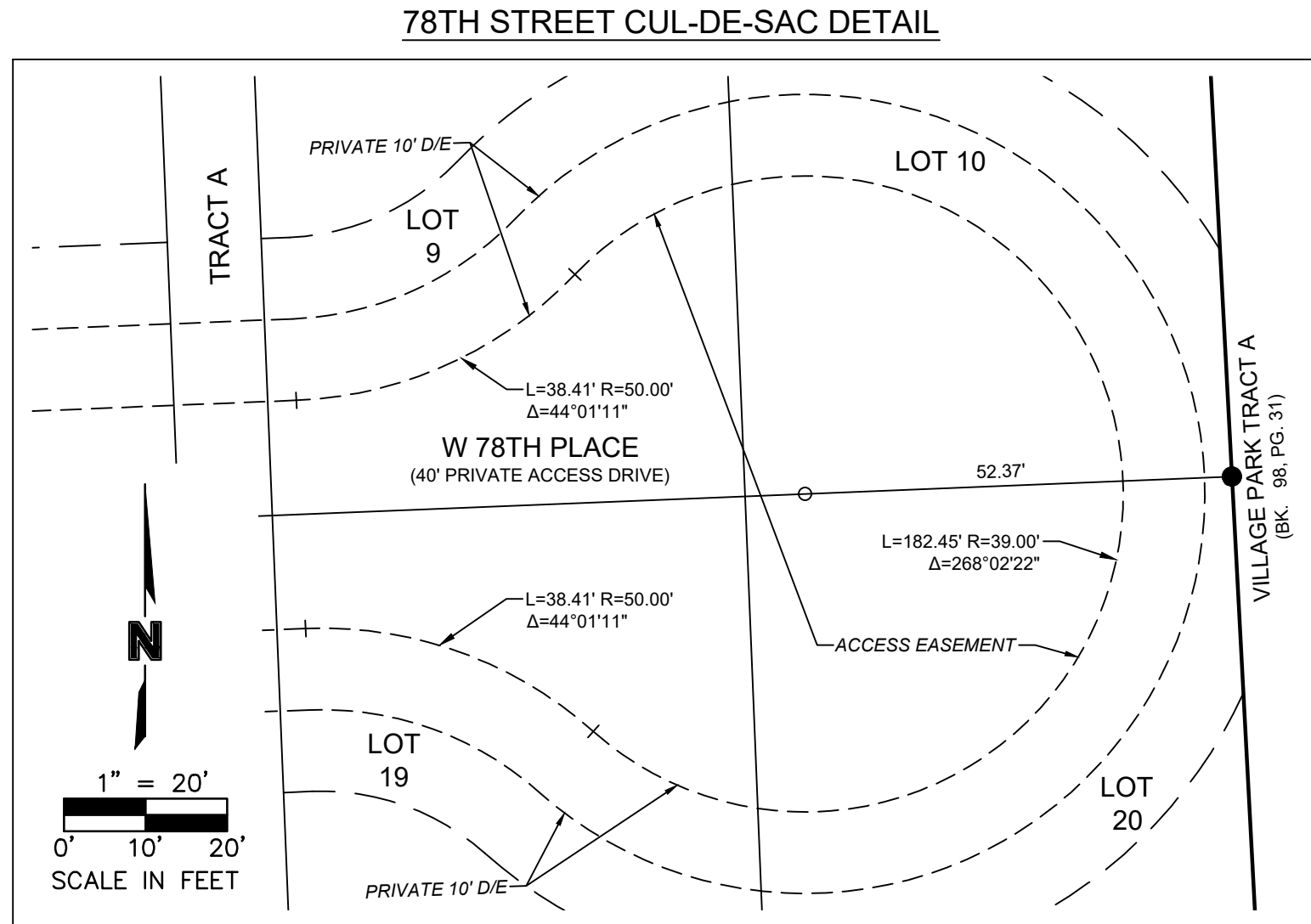
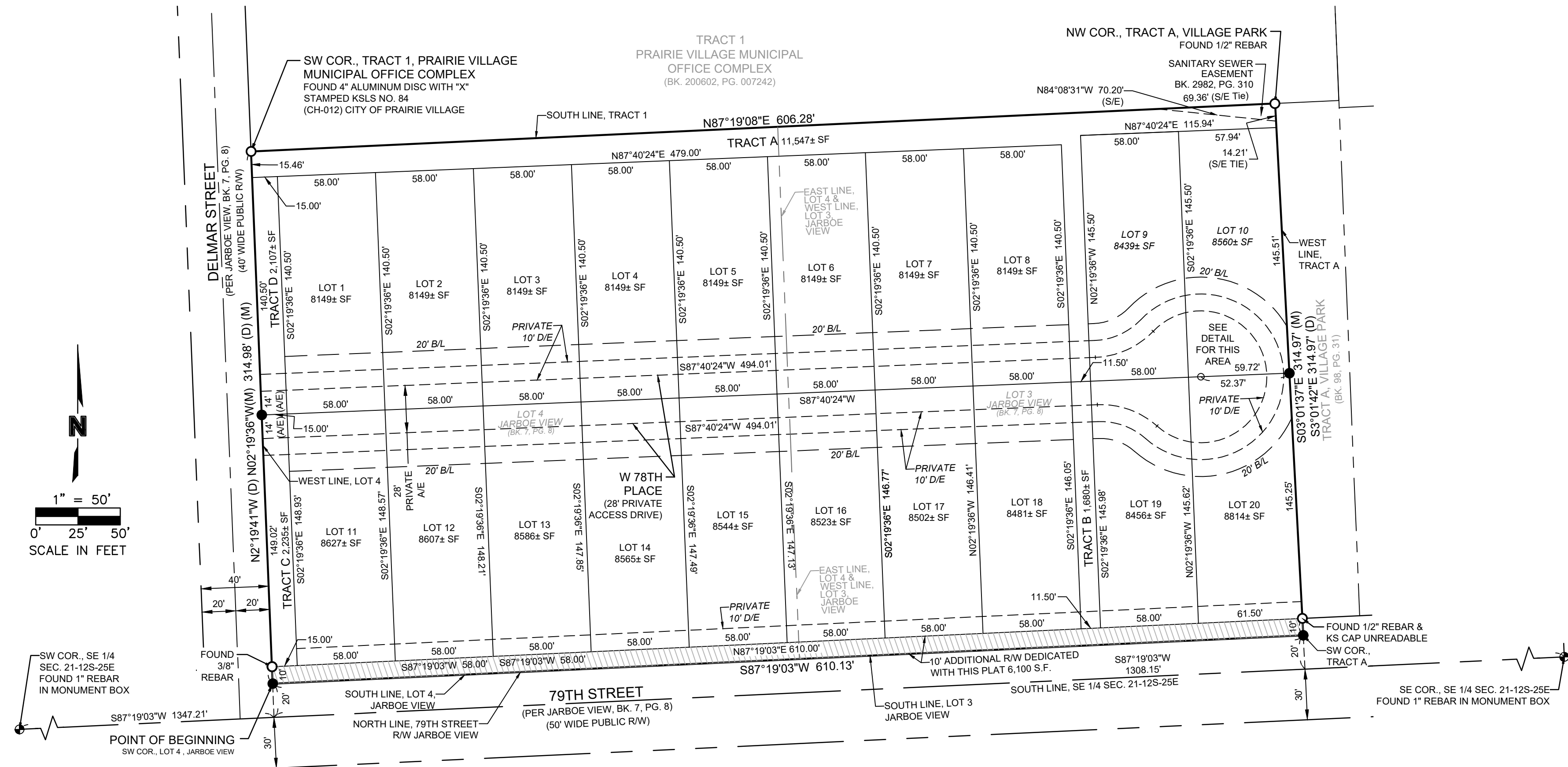
APPROVED by the Planning Commission of City of Prairie Village, Johnson County, Kansas, this ____ day of _____, 2026.

Gregory Wolf, Chairman

APPROVED by the Governing Body of the City of Prairie Village, Johnson County, Kansas, this ____ day of _____, 2026.

Eric Mikkelsen, Mayor

Attest: Adam Geffert, City Clerk



SURVEYOR'S NOTES

- Basis of Bearings: Held the West line of Lot 4, Jarboe View, @ N02°19'36"W, Kansas Coordinate System 1983, North Zone, Dimensions Shown hereon are ground distances in US Survey Feet.
- Subject Property lies within "Zone X - Areas determined to be outside the 0.2% annual chance floodplain," according to FEMA Flood Insurance Rate Map, Map Number 20091C0039G, Map Revised August 3, 2009.
- As Surveyed, the hereon shown properties contains a total of 191,565 Sq. Ft./4.3977 acres, more or less.
- Sectional information shown hereon is for general locative purposes only, and is not a part of this survey's theory of location.

CERTIFICATION:

This is to certify that on June 26, 2026, this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for Boundary Surveys Pursuant to K.A.R. 66-12-1.

Prepared For:
YMPB, LLC
12721 Metcalf Avenue, Suite 200
Overland Park, KS 66213

Property Owner:
YMPB, LLC
12721 Metcalf Avenue, Suite 200
Overland Park, KS 66213

MICHAEL J. BOGINA, PS-1655
OLSSON, LS-114
MJBOGINA@OLSSON.COM

Prepared By:
Olsson, Inc.
7301 West 133rd Street, Suite 200
Overland Park, KS 66213
Phone: (913) 381-1170
Fax: (913) 381-1174

PARCEL AREA TABLE		
PARCEL ID	AREA (SF)	AREA (AC)
LOT 1	8149	0.1871
LOT 2	8149	0.1871
LOT 3	8149	0.1871
LOT 4	8149	0.1871
LOT 5	8149	0.1871
LOT 6	8149	0.1871
LOT 7	8149	0.1871
LOT 8	8149	0.1871
LOT 9	8439	0.1937
LOT 10	8560	0.1965
LOT 11	8627	0.1981
LOT 12	8607	0.1976
LOT 13	8586	0.1971
LOT 14	8565	0.1966
LOT 15	8544	0.1961
LOT 16	8523	0.1957
LOT 17	8502	0.1952
LOT 18	8481	0.1947
LOT 19	8456	0.1941
LOT 20	8814	.2023
TRACT A	11547	0.2650
TRACT B	1680	0.0386
TRACT C	2235	0.0513
TRACT D	2107	0.0484
PROPOSED 79TH STREET R/W	6,100	0.1400
TOTAL	191,565	4.3977

drawn by: _____		EDV/BRE	Final Plat of HARMON PARK DEVELOPMENT, FIRST PLAT	A Replat of part of Lots 3 and 4, Jarboe View, a subdivision in the Southeast Quarter of Section 21, Township 12 South, Range 25 East	2026
designed by: _____					
project no.: _____		02505875			
date: _____		05.14.2026			
SHEET 1 of 1			Prairie Village, Johnson County, Kansas		

**EXCERPT OF PLANNING COMMISSION MINUTES DRAFT
JULY 7, 2026**

PC-26-11 Final plat approval
 4200 W. 79th Street
 Zoning: R-1A
 Applicant: Price Brothers

Mr. Brewster said that the applicant was requesting approval of a final plat to divide the property at 4200 W. 79th Street into 20 residential lots, plat a private common access for the lots, and designate common space fronting the park on the north and providing a north/south connection from 79th Street. The plat approval accompanies approval to rezone approximately 4.5 acres from R-1A Single-Family Residential to RP-1B Planned Single-Family Residential district. The property was previously used as a YMCA up until 2024, which is a permitted use in the R-1A zoning district. The proposal includes a “planned” designation of R-1B for specific deviations from the standards of R-1B, primarily regarding the minimum lot width, lot coverage standards, and setbacks.

The planning commission held a public hearing on the proposed rezoning at its June 2, 2026, meeting, and also considered a preliminary plat associated with the proposed rezoning. Based on the information submitted and considered at the public hearing, the commission recommended approval of the rezoning and approved the preliminary plat subject to conditions outlined in the staff report and on additional conditions that the final plat be submitted with a grading plan, approved as part of the final plat, that addressed the following items:

- The grading plan show building footprints and proposed setbacks are coordinated with the grades
- The grading plan show proposed scale and massing of buildings in relation to proposed front setbacks incorporating grades of the lot frontages
- The grading be coordinated with the proposed stormwater master plan, particularly considering the swales between houses and the grading of pedestrian passages
- The lots and setback be updated with accurate dimensional numbers on lot sizes, lot coverages, and building footprints

The applicant held a neighborhood meeting on April 14, 2026, as required by the Prairie Village Resident Participation Policy and an additional courtesy meeting on May 21, 2026, and supplemented the prior applications with background on those meetings.

Mr. Brewster stated that plats are required to divide property into separate lots to be recorded eligible for sale. The preliminary and final plat process established that all required improvements (access, utilities, drainage, etc.) are in place prior to the potential fracturing of ownership, and that all lots meet the required development and zoning standards and will result in buildable lots ready for final design and permits. A preliminary

plat is the conceptual approval of a development plan, and approval authorizes the preparation of a final plat which includes more detailed and specific information to align with more developed engineering, design, and construction documents.

Based on the preliminary plat, and the proposed project plan associated with the rezoning from R-1A to RP-1B, the final plat divides two currently unplatted tracts into:

- 20 lots for detached houses ranging in sizes from 8,149 sq. ft. to 8,814 sq. ft. The lots on the south side are approximately 8,500 sq. ft to 8,600 sq. ft and the lots on the north side are approximately 8,149 - 8,560 sq. ft.
- 4 common area tracts:
 - Tract A - a pedestrian passage of approximately 11,547 sq. ft.
 - Tract B - a pedestrian passage of approximately 1,680 sq. ft.
 - Tract C - an approximately 15' buffer on Delmar Street south of the entrance, approximately 2,235 sq. ft.
 - Tract D - a 15' buffer on Delmar Street north of the entrance, approximately 2,107 sq. ft.
 - All lots also include private access easements providing the private drive on the rear of lots accessing garages and provide drainage easements in accordance with the stormwater plan.

The lots meet R-1B standards except that they are proposed to be 58' wide rather than the required 60' wide. (R-1B standards are 60' wide and 100' deep; some zoning deviations for setbacks and building coverage were also addressed in the zoning plan). The easement and tracts will be owned, managed and maintained by a private property owners' association to be established in conjunction with this plat. The tracts will contain sidewalks for internal circulation between the public sidewalk on Delmar Street to the west and on 79th Street to the south and remain open for a potential public connection to the park on the northeast side of the project. The park connection would be contingent on the city planning and designing a connection to the edge of this property at a future date.

The access easement is designed to be 28' wide. Despite being intended as a "rear alley", this will accommodate additional on-street parking for guest or overflow parking and meet emergency access standards (each lot can park up to four vehicles including garage spaces and driveway spaces). It is approximately 540' long terminating in a turnaround bulb that meets the fire district emergency access requirements. Design and construction of this private access will still be subject to public standards and subject to final review and approval by public works.

Mr. Brewster said that the city's subdivision regulations have the following review elements for preliminary and final plats:

Streets & Street Arrangement

The project is at the intersection of two public streets - 79th Street and Delmar Street - and is primarily served by these streets. The individual lots will be accessed by a private access street designed to public street standards and extending east / west into the project. This street will function as an alley, providing access to the rear of

homes to ensure that the projects outward-facing frontages address the surrounding public spaces - primarily Harmon Park on the north and 79th Street on the west, and treating Delmar Street as a corner side street.

This arrangement results in two “half-blocks” - each approximately 610’ long and 130’ wide, and is consistent with the street and block criteria despite not connecting to the east. In general, the subdivision regulations provide that blocks should be no longer than 1,800’ and where they are longer than 1,000’ they should provide pedestrian passages through the block. In conjunction with adjacent developed residential area, the extent of this frontage approaches 1,000’ and the entire block between Mission Road and Delmar Street is approximately 1,200’. The applicant has also provided a mid-block pedestrian connection through their project in a common area tract.

As an infill project and with limited ability to shape the street and block patterns based on surrounding conditions, the proposed street arrangement adequately addresses the subdivision standards and achieves the desired goals for connectivity and access.

The applicant provided a trip generation analysis showing expected traffic to be less than the prior use (community center / recreation facility) and the existing streets and proposed access street are sufficient to serve the proposed development.

The street arrangement also involves the dedication or confirmation of right-of-way for a narrow tract along the entire frontage of this property along 79th Street. This tract aligns with the property / right-of-way of the abutting property to the east and will allow the proposed landscape area and sidewalk configuration along 79th Street to occur in the right-of-way.

Sidewalks

Mr. Brewster stated that the project is primarily served by public sidewalks on the north side of 79th Street and the east side of Delmar Street on the perimeter of the property. The zoning plan indicates that these sidewalks should be 6’ to 8’ wide based on coordination with the streetscape and landscape area plans. The sidewalk on 79th Street will be relocated from the back of curb to an alignment consistent with the sidewalk fronting the property immediately to the east and allow for a sufficient landscape area between the curb and sidewalk.

There is an existing sidewalk on the east side of Delmar Street, and staff is recommending that this sidewalk also be sufficiently moved back from the curb to allow planting of the required street trees (at least 6’ to 8’ from the back of curb). This will require an alignment shift to the existing sidewalk on the park property to the north, until that sidewalk could be reconstructed and aligned with sufficient curb separation.

The subdivision regulations require sidewalks to be on both sides of the street and around the bulb of cul-de-sacs. However, since the access street is intended to function as a rear alley, is private access, and the project provides alternative internal circulation between the public sidewalks on Delmar Street and 79th Street, staff does not interpret the sidewalk standard to apply to the private access, and feels the

pedestrian circulation plans achieve the goals for sidewalk requirements in the subdivision regulations.

With the absence of sidewalks on the internal access street, the zoning plan also includes sidewalks that provide internal circulation within the project and a connection into Harmon Park. The zoning plan specifies that there will also be 6' to 8' sidewalks within Tract A (east-west from Delmar Street) and Tract B (north-south between 79th Street and Harmon Park), with a connection into the park at the northeast corner of the property.

Utilities already serve the site, and the applicant is working with the various utility companies to provide the necessary water, sewer, power, communication, gas, etc. to each lot. The applicant will need to work with the fire district to determine the location of any fire hydrants.

Storm Drainage

The applicant submitted a stormwater management study with the proposed rezoning and preliminary plat demonstrating that the proposed development will match or reduce peak runoff rates compared to existing site conditions, ensuring no adverse downstream impacts. Further details of this study have been confirmed and coordinated with the final grading plan and documented in a stormwater memo dated June 12, 2026.

Lot Sizes and Building Lines

Mr. Brewster said that the applicant is proposing 20 lots for detached houses in association with the proposed RP-1B standards. The zoning plan includes requested deviations included with the rezoning analysis but otherwise meets the R-1B development and design standards. Updated and accurate data on the lots has been supplied with lots ranging from 8,149 sq. ft. to 8,814 sq. ft. (approximately 17% of which includes the access easement and drainage easement on the typical lots). Larger lots are at the east end (lots 9, 10, 19, and 20) of the site. These lots are the focus of the more detailed building concepts associated with the grading plan due to the constraints of the access turnaround and the grading, demonstrating building heights, frontage designs, and relationship to the streetscape.

Grading Plan

As a condition of the rezoning recommendation and the preliminary plat approval, the planning commission requested a final grading plan that demonstrated how execution of specific elements of the plan would occur:

- The applicant has provided more detailed information on building heights related to the grade and each lot. All of these will generally follow the standard R-1B practices and allow a 29' building height from the top of foundation at the front elevation. However, the four lots on the east end fronting 79th Street (Lots 17, 18, 19, and 20), propose a height limit of 29' from the top of foundation at the front and the rear building lines (with these two limits connecting and forming the outer building envelope). This will let the primary two-level homes to step with the grade

on these lots that are most affected by the grading plan, rather than integrate into the grade from the high-point as the other buildings do and as the R-1B standard would permit. This primarily affects the scale of buildings on the rear portion of those lots relative to the private internal access street and does not have a significant impact on other elevations. In all other cases, the proposed two-level buildings will result in building scales less than otherwise allowed in R-1B.

- The applicant has demonstrated the grading of swales between the lots and these profiles correspond with the stormwater plans.
- The applicant has provided more detailed sections and conceptual elevations of how the frontages will relate to both 79th Street (primarily two-story elevations with steps from the entry features to street level) and the park frontage (primarily one-story elevations with limited steps from the entry features to the grade at the lot frontage). The illustrative rendering has also been updated to reflect these additional details that emerged from the more detailed grading plan.
- The applicant has demonstrated the grade particularly on Tract B and the north/south connection to the park, and how that impacts the side yard grade of homes abutting this space.
- The applicant has supplied more detailed and accurate lot and building coverage calculations for the lots.
- The plat includes updated plat notes regarding the maintenance obligations for the property owners' association of common area tracts.
- The applicant has submitted updated plat notes regarding right-of-way dedication, easement disposition, and except for the condition that Tracts A and B shall remain open to public access to the park from 79th Street and from Delmar Street.

Mr. Brewster said that staff reviewed the final plat and supporting exhibits and finds that the plat meets the subdivision standards and is in substantial conformance with the preliminary plat and the planning commission's conditions of the rezoning approval. Staff recommends that the planning commission approve the final plat, and subject to approval by the city council of land dedications, the plat may be recorded with the county, subject to the following conditions:

1. Tracts A and B are to remain open and permit public access to the park from Delmar Street and 79th Street. The plat notes should be updated to confirm this commitment prior to recording.
2. At the time of construction, the applicant shall coordinate with the city on the design and will construct a connection from the northeast portion of the property to public sidewalks in the park in conjunction with other improvements.
3. Future improvements may require fire hydrants to meet fire district and WaterOne standards, and the plat shall account for this in the applicable utility or access easements.
4. The final plat shall have the following additional information, required by Section 18.12.040, submitted prior to being routed for signatures by the city and recording by the county:
 - a. HOA documents and restrictive covenants that ensure both the organizational and financial capacity to maintain all common areas and

- stormwater facilities shall be submitted prior to recording the plan, and be in a form approved by the city attorney.
- b. Proof of ownership.
 - c. Certificate showing all taxes and special assessments have been paid. Construction documents or if to be submitted at a later date other commitment that all required improvements will be built to public works specifications.
5. Final plans for any improvements or structures shall be reviewed by public works and are subject to their approval to meet easement requirements and the approved stormwater management plan.
 6. Final design and construction of the private access road (78th Place) be subject to approval of public works.

The following applicants were present to discuss the application:

- Bart Lowen, Price Brothers, 12721 Metcalf Avenue, Suite 200, Overland Park
- Patrick Reuter, Klover Architecture, 8113 Penrose Street, Suite 400, Lenexa
- Seth Reece and Terry Parsons, Olsson, 7301 W. 133rd Street, Overland Park

Mr. Reuter gave a presentation providing updated details of the grading plan, streetscape, site sections, and data tables.

Mr. Wolf asked if Klover Architecture would be designing the homes. Mr. Reuter said that a firm associated with Price Brothers would be handling the design.

Mr. Wolf asked Mr. Speegle for his thoughts on how the updated grading plan would affect drainage at the site. Mr. Speegle stated that public works felt that the updates did not affect drainage negatively, but that the final plans, once received, would be reviewed to ensure the proposed drainage was still adequate.

Mr. Birkel asked whether the proposed on-site drainage detention was for a two-year storm. Mr. Parsons said that the existing detention system at the site had a two-year capacity, but the new system would have a 25-year capacity.

Mr. Herron asked whether the grading plan could be revisited again in the future if the planning commission approved the application. Mr. Brewster said that further review would typically be handled during the permitting process, but if significant changes were made to the design and scale, the application would need to come back to the planning commission for consideration.

Ms. Brown asked if there was a potential for each lot's grading to change as they are sold. Mr. Speegle said that all plans submitted in the future would be reviewed to ensure they met the intent of the drainage plan. Mr. Reuter added that the grading would all be completed at the beginning of the project.

Mr. Kersten asked if the underground water retention systems would need to be cleaned out periodically. Mr. Speegle said that they would need to be pumped out annually to

remove sediment. Mr. Kersten shared concern that there was a significant amount of regular maintenance that would need to be done by the homeowners' association, including cleaning the retention systems and maintaining swales and public-facing plantings.

Ms. Brown made a motion to recommend approval of the final plat, with the conditions identified by staff. Mr. Herron seconded the motion, which passed 4-1, with Mr. Kersten opposed.



New Business: 83rd Street modifications

Recommendation

Approve 83rd Street modifications.

Background

83rd Street between Mission Road and Somerset Drive will undergo a full rehabilitation and is included as our CARS project for 2027. Village Vision identified this section of 83rd Street as a Village Connector and suggested several concepts for this section of roadway. Those concepts included more green space, on-street parking, pedestrian lighting, and better pedestrian connections. Given these concepts could be significant changes, we assembled a team of council members and business representatives to help determine what would be best for the corridor. The team met and discussed many options that included more green space, on-street parking, access changes, and pedestrian connectivity. The attached presentation summarizes the team's efforts. After reviewing the options, the team generally agreed that on-street parking was not necessary and that access needed to be maintained the way it is today. The preferred option included adding a pedestrian connection at approximately mid-block and adding a large pedestrian island. Staff also recommended some minor geometric changes and modified some lengths of the right turn lanes. The team was concerned about these changes and wanted to make sure these changes did not negatively affect traffic. Staff reviewed the options with our traffic engineering consultant, and it was determined that given the traffic in the area, these changes would work well. Staff will go over the presentation at the meeting and will seek direction from Council on the ideas presented.

During final design, the project will detail the landscape items as well as add pedestrian level lighting along the north side of 83rd and at the pedestrian crossing.

Fiscal Note

Funds for this project are included in the 2027 CIP.

Attachments

1. 83rd Corinth Options Final

Prepared By

Keith Bredehoeft, Public Works Director
June 30, 2026



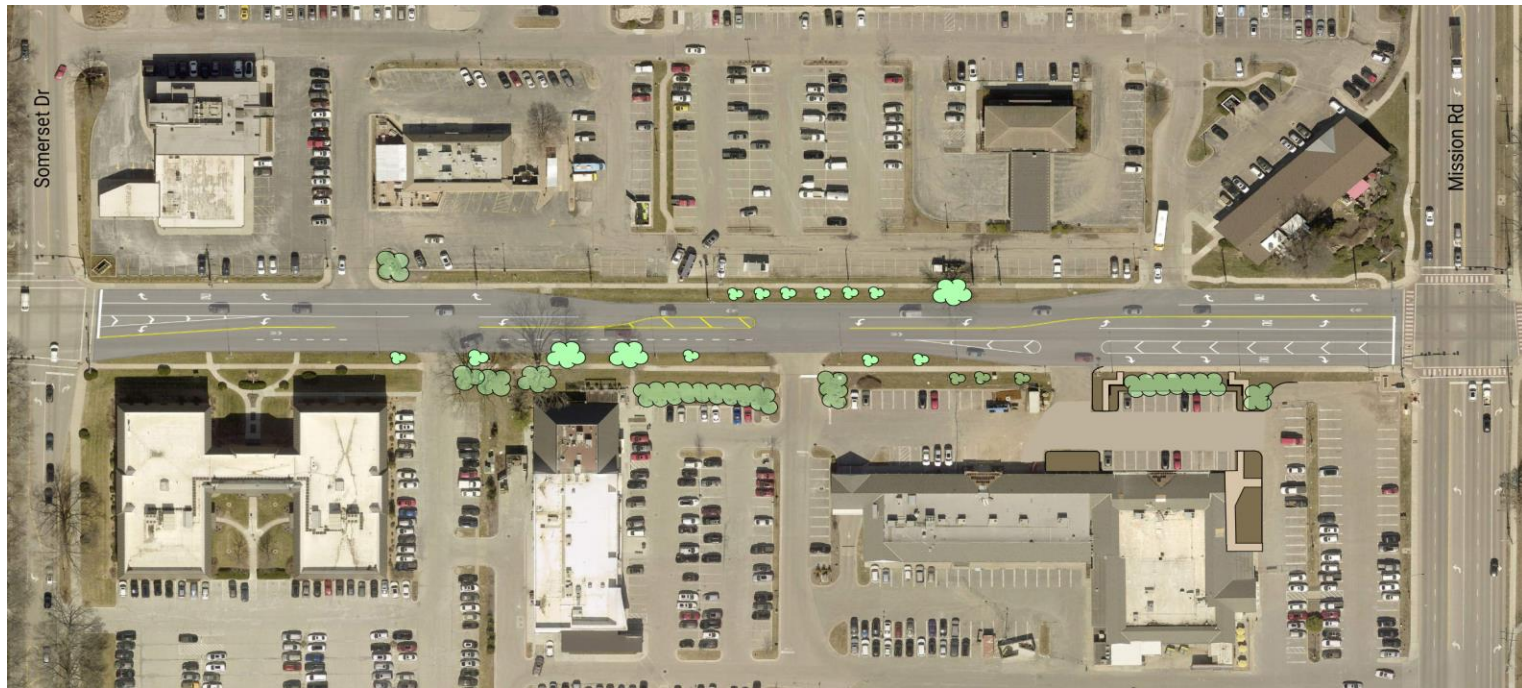
83RD STREET: CORINTH CORRIDOR

Mission to Somerset

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Existing 83rd from Mission Road to Somerset Drive





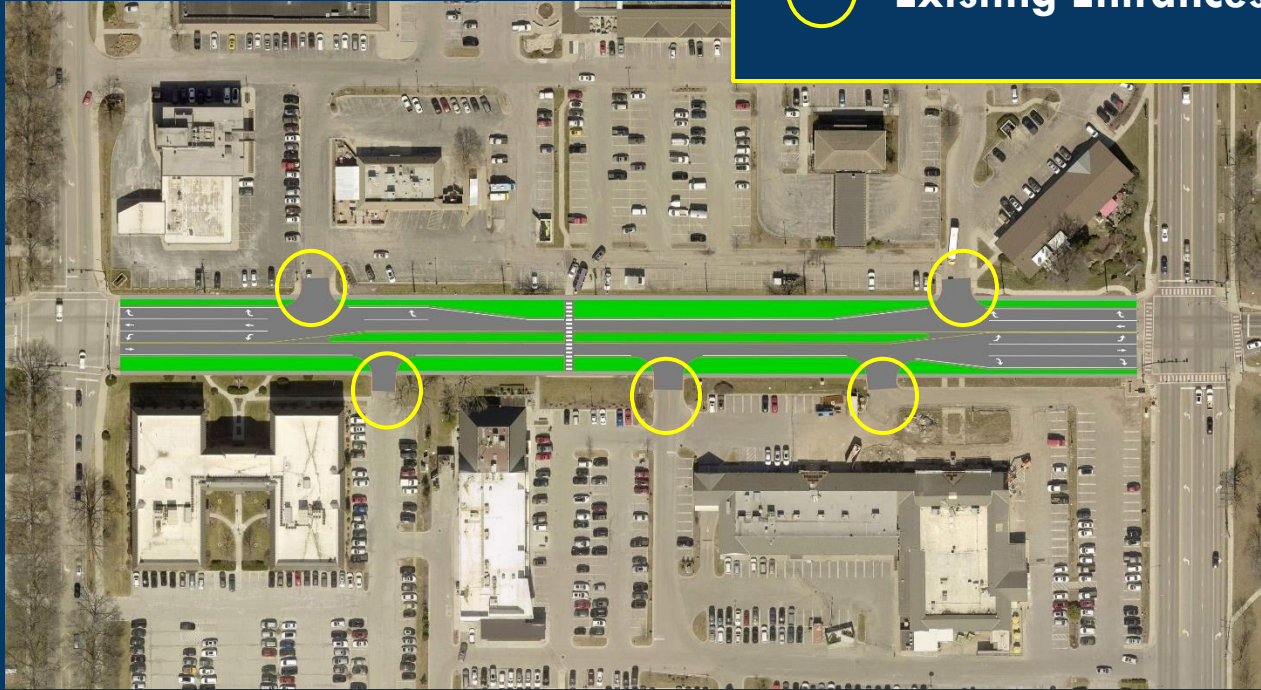
83rd- Village Vision Concept

83rd Street -- Village Connector Visioning Concept

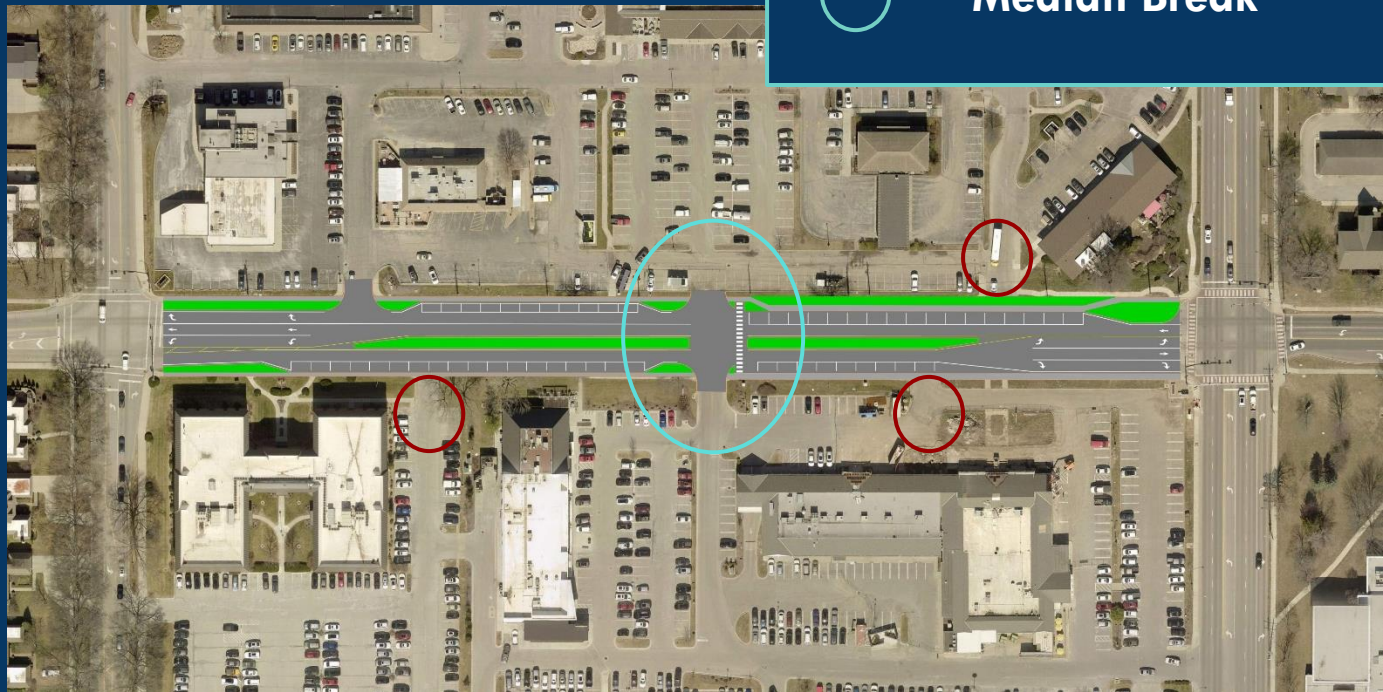




Existing Entrances



Concept 1 - no on-street parking / longer median



Concept 2- max parking / median break

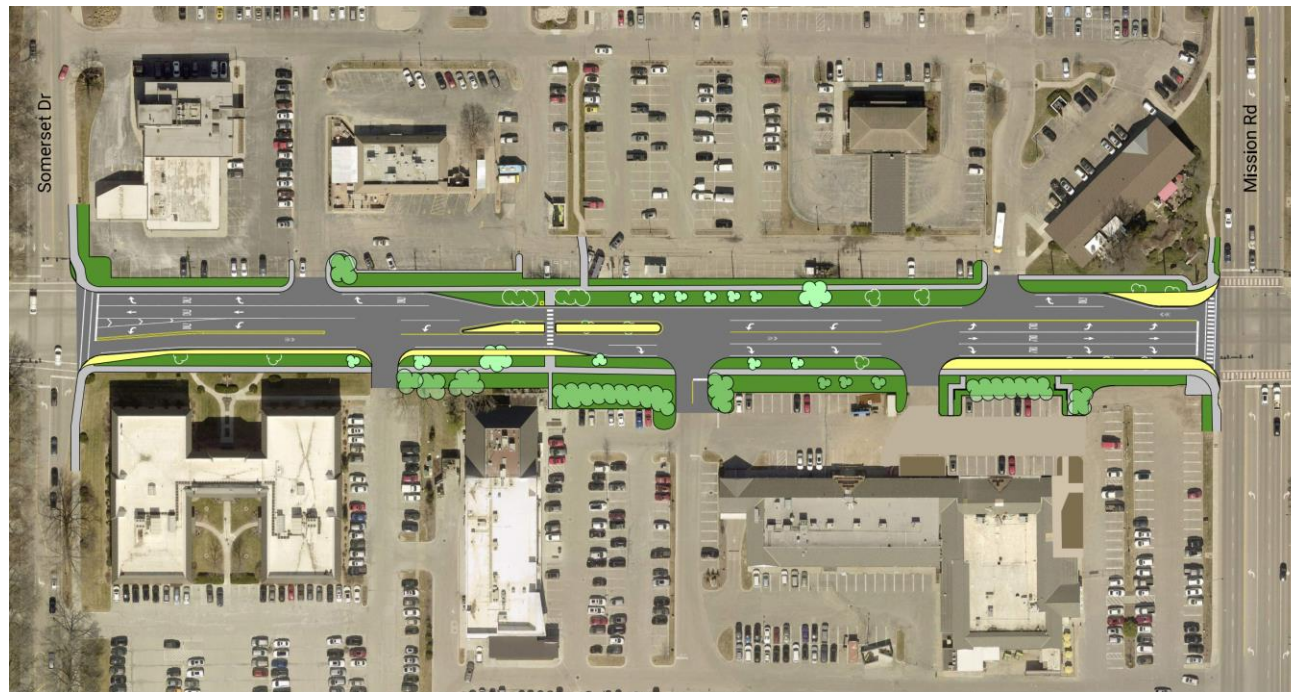


Selected Improvements

Committee
Selected
Improvements
include:

Protected
Pedestrian
Crossing

Geometric
Improvements



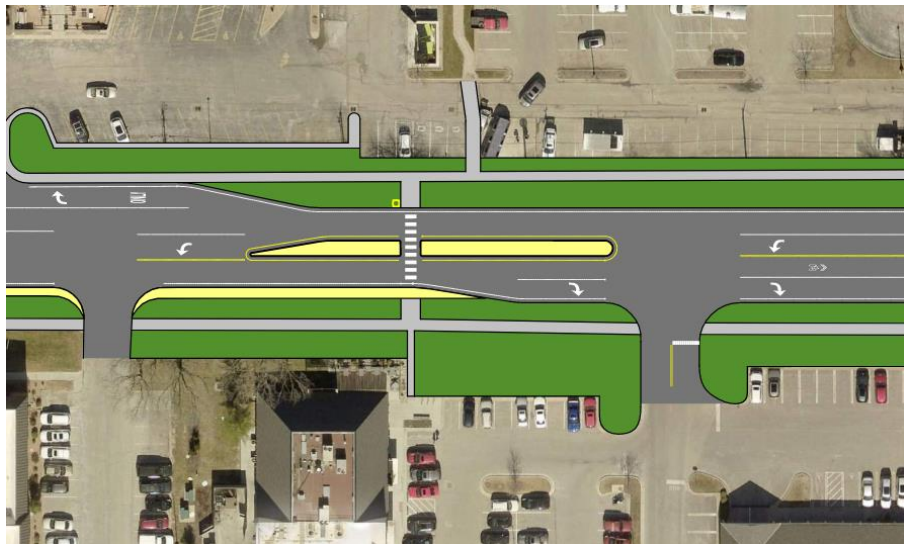
Selected Improvements vs. Existing Condition

83rd and Mission



Selected Improvements vs. Existing Condition

Pedestrian Crossing



Selected Improvements vs. Existing Condition

83rd and Somerset





Existing Conditions

Standard CARS Project

83rd
Mission to Somerset

Estimated
\$350,000





Selected Improvements

Cost of these improvements

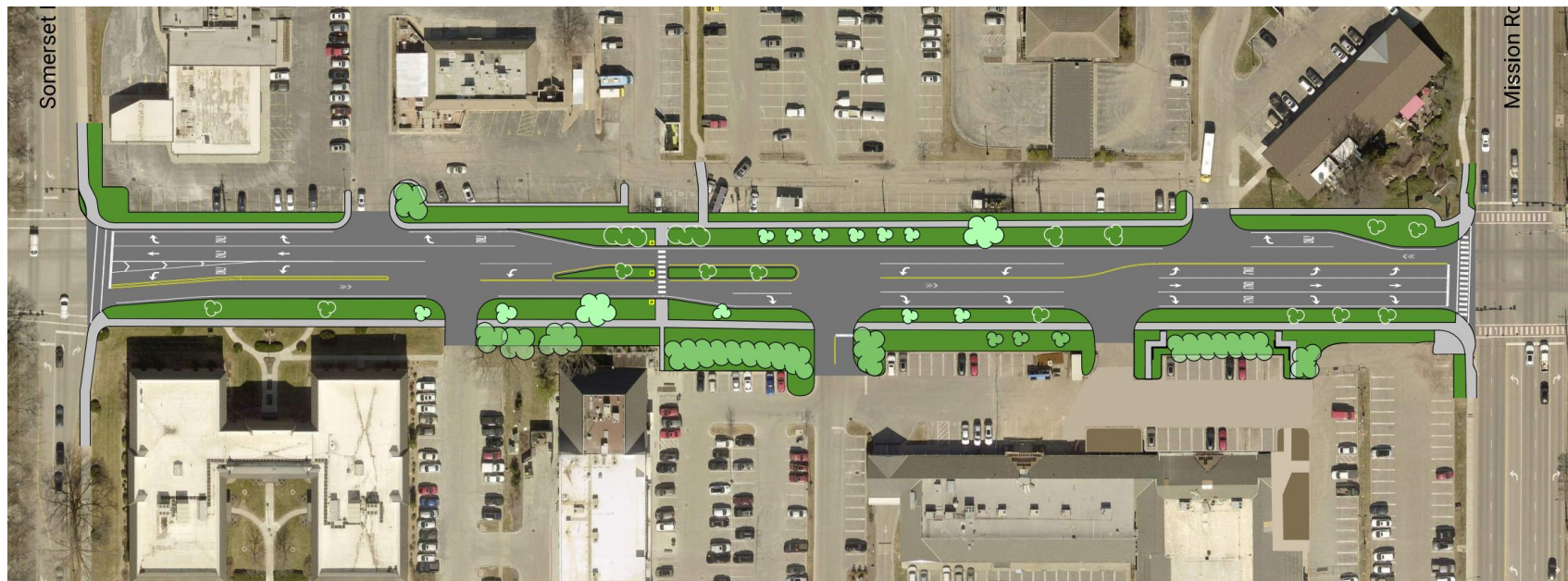
Estimated
\$75,000

- curb at pedestrian island
- grading for the new green spaces
- 2 inlet extensions





Selected Improvements





New Business: Consider approval of the residential solid waste and recycling services agreement with GFL Services for collection operations beginning January 1, 2027.

Recommendation

Staff recommends approval of the Solid Waste and Recycling Services Agreement with GFL Services for collection operations beginning January 1, 2027.

Background

SUGGESTED MOTION

I move that Council approve the Solid Waste and Recycling Services Agreement with Republic Services for collection operations beginning January 1, 2027, for a term of 10 years + 90 days as presented.

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

At the June 15, 2026, City Council meeting, the City Council voted 8-2 to direct staff to move forward with an 10-year + 90 day agreement with GFL for Solid Waste Services that includes solid waste, recycling, and yard waste. The contract would start on January 1, 2027, and end on March 31, 2037 with a provision for a 5-year extension. The following items highlight key points regarding scope of services:

SCOPE OF SERVICES – KEY POINTS

- \$22.88 per month for Solid Waste, Recycling, and Yard Waste collection
- Annual rate increase – CPI capped at 3.5%, not to fall below 2.5%
- 65-gallon carts initial rollout (residents can trade out for a 96 gallon trash or recycling cart within 90 days)
- 3 large bulky items per month (including larger items like furniture)
- No bin/dumpster fees at City facilities/parks plus complimentary extra bins at city events
- Service credit for compostable items deferred from the landfill based on weight/volume
- Special collection for residents with hardships
- Fine Amounts of \$100>\$200>\$300 for excessive missed collections and customer service standards within a 12 month period (note these fines are higher than the MARC contract – Republic Contract is \$100 \$250 \$500)
- An entire route missed could result in a \$1,000 fine
- Customer service standards specified that included correcting missed collections, answering/returning phone calls promptly, supervisory contact to handle complaints, and written reporting requirements
- Favored Nations Clause
- Overflow stickers for extra bags of trash will be \$2.00
- Landscape bags, cans, and bundles cannot exceed 40 pounds (use to be 50

pounds)

ENVIRONMENTAL IMPACT

- GFL trucks are powered by natural gas
- Credit rebate by weight/volume for waste that is diverted from the landfill
- Recycling promotes converting discarded materials into reusable resources while deferring landfill volume

Fiscal Note

Attachments

1. 2026-Solid Waste Contract Final

Prepared By

Adam Geffert, City Clerk
July 14, 2026

**RESIDENTIAL SOLID WASTE
&
RECYCLING SERVICES AGREEMENT**

BETWEEN

**WASTE CORPORATION OF MISSOURI
D/B/A WCA OF MISSOURI, LLC
// GFL**

~ AND ~

THE CITY OF PRAIRIE VILLAGE

DATED THE 20TH DAY OF JULY, 2026

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AGREEMENT

This SOLID WASTE & RECYCLING SERVICES AGREEMENT (“Agreement”) is made and entered into this 20th day of July, 2026 by and between Waste Corporation of Missouri, LLC, D/B/A WCA of Missouri, LLC, // GFL (the “Contractor”) and the City of Prairie Village, Kansas (the “City”).

PREAMBLE

WHEREAS, the City, in order to protect the public health and welfare of its residents has deemed it necessary to collect, transport and dispose of Residential Materials (as defined below); and

WHEREAS, the City is authorized pursuant to the provisions of K.S.A. § 65-3410 and its home rule authority to provide for the method or methods of collection, transportation and disposal of municipal waste located within its boundaries and to provide that the method chosen may be the exclusive method to be used within its boundaries; and

WHEREAS, the City desires to enter into this Agreement to provide municipal waste collection, transportation and disposal services for Residential Dwelling Units (as herein defined) located along the routes indicated on the attached Exhibit A and Municipal Collection Sites (as herein defined), and to set the rates and charges relating to such services; and

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the City, is willing to collect, transport and dispose of (or sell) Residential Materials at a facility or facilities selected in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained:

ARTICLE I DEFINITION

Section 1.1 Definitions

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

“**Breach**” means a breach of this Agreement by either the City or the Contractor, in a manner described in Sections 8.1 or 8.2 of this Agreement.

“**Bulk Items**” means household items that can be reasonably carried by one or two individuals including: couch, chair, mattress, table, and other such household items that do not fit in a solid waste poly-cart container. Bulky Items exclude: electronics waste such as computers, monitors and televisions; Hazardous Wastes; tires and automotive parts; and construction materials

“**City**” means the City of Prairie Village, Kansas.

“Contractor” means Waste Corporation of Missouri, LLC, D/B/A either WCA of Missouri, LLC, or D/B/A // GFL, and its successors and assignees.

“Curbside” means the area in front of a Customer’s property that is located within six (6) feet of the edge of the nearest adjacent roadway.

“Customer” means the occupant or occupants of a Residential Dwelling Unit to which the Contractor provides Services and/or Private Service pursuant to this Agreement.

“Director” means the Director of Solid Waste Management of the City.

“Event of Default” means a declaration of default by either the City or the Contractor, as described in greater detail in Sections 8.3 and 8.4 of this Agreement.

“Hardship Customer” means any Customer so designated by the City who is by reason of age or disability is physically unable to place refuse carts or containers at the curb and has no family member or other person living in the residence able to place the refuse carts or containers at the curb.

“Hazardous Materials” means materials such as tires, toxic materials, paint cans, car batteries, fireplace ashes, solvents, oils, or any other materials classed as hazardous material under federal or state laws or City ordinances.

“Household Hazardous Waste” means those small quantities of hazardous materials in the possession of homeowners and other householders and farmers including, but not limited to, household cleaners, flammable liquids, antifreeze, aerosols, corrosives, pesticides, herbicides, poisons, and latex paints. These wastes are consumer products that when discarded exhibit hazardous characteristics.

“Houseline” means the front exterior of a Residential Dwelling Unit at ground level and outside of enclosures or fences.

“Landscape Waste” means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, aquatic weeds, and other organic material accumulated as the result of the care of lawns shrubbery, vines and trees.

“Multi-Family” means any multi-family structure or building that contains four or more dwelling units.

“Municipal Collection Sites” means those public areas owned or maintained by the City from which the Contractor is required to collect refuse and waste pursuant to Exhibit B to this Agreement.

“Municipal Waste” means garbage and refuse, discarded furniture, including beds, rugs, overstuffed furniture and other furniture, small appliances limited to counter-top-size appliances, bicycles, sleds, tools and comparable materials suitable for handling in packer type collection trucks and not exceeding the limitations as to weight, volume and size as prescribed by the Director resulting from the use of Residential Dwelling Units and Municipal Collection Sites,

provided, however, that “Municipal Waste” shall not include Recyclable Materials, Landscape Waste, Bulk Items, Construction/Demolition Materials, Hazardous Materials and Household Hazardous Waste.

“**Municipal Waste Cart**” means a 65-gallon or 96-gallon wheeled cart with an attached lid, that is capable of being emptied by semi-automated or automated means, and that is used for the collection of Municipal Waste.

“**Overflow Sticker**” means sticker issued and sold by the Contractor to Customers, at the price set forth in Exhibit C, which when attached to a bag of Municipal Waste obligates the Contractor to collect, transport, and dispose of Municipal Waste that does not fit in a Customer’s Municipal Waste Cart.

“**Private Service**” means the services described in Section 4.5 hereof and which are in addition to the services provided to Customers by Contractor pursuant to this Agreement.

“**Recyclable Materials**” means aluminum cans, tin, steel, and bi-metal cans or other items containing these metals, newspapers, magazines, and mixed papers (junk mail, chip board, white and colored paper, brown kraft paper bags), corrugated card, # 1 PTE plastic containers, and #2 HPDE plastic containers, #3-#5 plastic containers, aseptic beverage containers, six-pack rings, twelve-pack bands, and any other material or materials which have been identified as “Recyclable Materials” subsequent to the execution of the Agreement.

“**Recyclables Materials Cart**” means a 65-gallon or 96-gallon wheeled cart with an attached lid, that is capable of being emptied by semi-automated or automated means, and that is used for the collection of Recyclable Materials.

“**Residential Dwelling Unit**” means single family dwellings, duplexes, townhomes and other residential dwellings that contain less than four dwelling units located within the City and which are not served by private solid waste hauling services.

“**Residential Materials**” means Municipal Waste, Recyclable Materials, Landscape Waste, and any other similar materials.

“**Residential Services**” has the meaning set forth in Section 2.1.

“**Services**” means the Residential Services, collection services for Municipal Collection Sites and annual Bulk Item collection services.

“**Unacceptable Waste**” means hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state or local laws, regulations or permits.

“**Waste Materials**” means Residential Materials and Bulk Items. Waste Materials do not include Unacceptable Waste.

Section 1.2 Rules of Construction

- a) Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
- b) Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day.

ARTICLE II SCOPE OF SERVICES

Section 2.1 Residential Services

The Contractor shall provide, on behalf of the City, complete service for collection from all Residential Dwelling Units, and transportation to and disposal (or sale) at the facility or facilities as described herein, of Residential Materials (collectively, the “Residential Services”). The Contractor shall be the sole and exclusive agent of the City to provide the Residential Services. The Contractor acknowledges that some areas of the City are served by private waste hauling services and are not included in the service areas covered by this Agreement unless the City agrees to include some or all of such areas in the future. Residential Services shall be provided in accordance with the provisions of Article IV of this Agreement.

The Residential Services shall be provided weekly in accordance with the collection schedule attached as Exhibit A to the Residential Dwelling Units located on the collection routes indicated on the attached Exhibit A. Contractor shall provide adequate equipment and personnel to comply with the collection schedule. The collection schedule and routes indicated on the attached Exhibit A shall apply during the term of this Agreement unless modified by mutual agreement of the City and Contractor.

Section 2.2 Collection From Municipal Sites

The Contractor shall provide for the collection, transportation and disposal of all Municipal Waste and Recyclable Materials placed in carts at all Municipal Collection Sites, at dates and times mutually agreeable to the City and the Contractor, and in accordance with Article IV and Exhibit B of this Agreement.

Section 2.3 Revenue Collection

The City shall be solely responsible for collection of service fees from Customers for all Residential Services provided under this Agreement. Contractor shall be solely responsible for collection of service fees from Customers for all Private Services authorized and provided by Contractor under this Agreement.

Section 2.4 Excluded Services

Notwithstanding any provision of the Agreement to the contrary, the following services are not included within this Agreement:

- a) Solid waste collection, transportation and disposal from all commercial, industrial, and institutional entities;
- b) Solid waste collection, transportation and disposal from all multi-family and townhome dwellings that contain more than three dwelling units;
- c) Roll-off services;
- d) Construction/demolition debris collection and disposal services; and
- e) Hazardous Materials and Household Hazardous Waste collection and disposal services.

Section 2.5 Modification of Required Services

The scope of the Residential Services required under this Agreement may be adjusted or expanded to accommodate changes in the definition of Residential Materials, upon written mutual agreement of the parties. The City and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Agreement required as a result of any adjustment, reduction, or expansion of the scope of the Residential Services.

ARTICLE III TERM OF AGREEMENT

Section 3.1 Term of Agreement

The initial term of this Agreement shall commence on January 1, 2027 ("Commencement Date"), and end on March 31, 2037. Upon the mutual written consent of both parties, this Agreement can be extended for up to five additional calendar years.

The Contractor shall commence the services to be provided hereunder on the Commencement Date.

The City reserves the right to extend this Agreement unilaterally for a period of up to 90 days, at the end of the initial term or any renewal term of this Agreement, for the purpose of implementing a new agreement for the provision of Residential Services.

ARTICLE IV SOLID WASTE COLLECTION AND DISPOSAL

Section 4.1 Municipal Waste

The Contractor shall collect, transport, and dispose of Municipal Waste in accordance with the following:

- a) Curbside Service. In accordance with the schedule attached hereto as Exhibit A, the Contractor shall collect weekly from each Customer Municipal Waste placed by the Customer for curbside collection.
- b) Houseline Service to Hardship Customers. In accordance with the schedule attached

hereto as Exhibit A, the Contractor shall collect weekly from each Hardship Customer Municipal Waste placed at the Houseline of the Hardship Customer's property. Carts and containers of Hardship Customers shall be returned to the Houseline regardless of the point of placement of the container by the Hardship Customer.

- c) Form of Carts and containers. Municipal Waste shall be placed in a Municipal Waste Cart provided by the Contractor. Customers are allowed to set out three bulk items per month on a regular monthly collection date as agreed to.
- d) Time of Collection. All Municipal Waste shall be placed for collection by the hour of 7:00 a.m. and collected by Contractor at or after the hour of 7:00 a.m. on each designated day of collection, except as otherwise agreed between the City and the Contractor. No regular collection shall be made on Sunday, unless approved by the Director due to extreme weather conditions or other extenuating circumstances. Collections on streets defined in Section 13.03.020 of the Prairie Village Municipal Code as arterial streets shall be prohibited between the hours of 7:00 a.m. to 9:00 a.m. and between the hours of 4:00 p.m. to 6:00 p.m. on any weekday. Contractor shall collect Municipal Waste on the same day as Recyclable Materials and Landscape Waste.
- e) Provision of Municipal Waste and Recycling Carts by Contractor.
 - (i) The Contractor shall provide 65-gallon Municipal Waste and Recycling Carts to each Customer prior to January 1, 2027. Customers can opt for 96-gallon bins within 90 days. The new cart(s) will be delivered as soon as they are available. New customers who move into the City shall have the opportunity to exchange bins as soon as possible.
 - (ii) All Municipal Waste/Recycling Carts shall be of a quality acceptable to City and meeting or exceeding the quality of carts approved by the City immediately prior to the effective date of this Agreement.
 - (iii) All Municipal Waste/Recycling Carts shall be of a design and color distinguishable from the design and color of Recyclable Materials Carts. The lids shall be of contrasting colors, indicating which cart is for refuse and which is for recyclables.
 - (iv) All Municipal Waste Carts shall remain the property of, and shall be maintained by, the Contractor throughout the term of this Agreement. Should a cart be damaged or otherwise need repair, the Contractor shall make the needed repairs within 48 hours or replace the damaged cart. Contractor will collect and remove all Municipal Waste Carts within fourteen (14) days of the termination date of this Agreement.
- f) Municipal Facilities and Parks The Contractor shall: (i) furnish bins for the deposit of Waste, Recycling, and Composting at each Municipal Collection Site for no fee; and (ii) collect, transport, and dispose of such materials, at dates and times mutually agreeable to the City and the Contractor.

- g) Transport and Disposal. All Municipal Waste collected shall be transported and disposed of in accordance with Section 4.7 of the Agreement.

Section 4.2 Recyclable Materials

The Contractor shall collect, transport, and manage Recyclable Materials in accordance with the following:

- a) Curbside Service. Exhibit A outlines the current 2026 weekly collection schedule that divides the City into 5-weekday collections. The Contractor will exercise commercially reasonable efforts to follow the collection schedule as close as possible when determining routing to minimize disruption in service. In accordance with the schedule, the Contractor shall collect weekly from each Customer all Recyclable Materials that are placed by the Customer for curbside collection.
- b) Houseline Service to Hardship Customers. In accordance with the schedule attached hereto as Exhibit A, the Contractor shall collect weekly from each Hardship Customer all Recyclable Materials placed at the Houseline of the Hardship Customer's property. Recyclable Materials Carts of Hardship Customers shall be returned to the Houseline regardless of the point of placement of the container by the Hardship Customer.
- c) Form and Amount of Carts and containers. All Recyclable Materials shall have been placed in Recyclable Materials Carts.
- d) Time of Collection. All Recyclable Materials shall be placed for collection by the hour of 7:00 a.m. and collected by Contractor at or after the hour of 7:00 a.m. on each designated day of collection, except as otherwise agreed between the City and the Contractor. No regular collection shall be made on Sunday, unless approved by the Director due to extreme weather conditions or other extenuating circumstances. Collections on streets defined in Section 13.03.020 of the Prairie Village Municipal Code as arterial streets shall be prohibited between the hours of 7:00 a.m. to 9:00 a.m. and between the hours of 4:00 p.m. to 6:00 p.m. on any weekday. Contractor shall collect Recyclable Materials on the same day as Municipal Waste and Landscape Waste.
- e) Transport and Disposal. All Recyclable Materials collected pursuant to this Section 4.2 shall be transported and disposed of in accordance with Article VI of this Agreement.

Section 4.3 Landscape Waste

The Contractor shall collect, transport, and dispose of Landscape Waste in accordance with the following:

- a) Curbside Service. In accordance with the schedule attached hereto as Exhibit A, the Contractor shall collect weekly from each Customer all Landscape Waste that is placed by the Customer for curbside collection.

Service to Hardship Customers. In accordance with the schedule attached hereto as Exhibit A, the Contractor shall collect weekly from each Hardship Customer all Landscape Waste placed

at the Houseline of the Hardship Customer's property. Carts and containers of Hardship Customers shall be returned to the Houseline regardless of the point of placement of the container by the Hardship Customer.

- a) Time of Collection. All Landscape Waste shall be placed for collection by the hour of 7:00 a.m. and collected by Contractor at or after the hour of 7:00 a.m. on each designated day of collection, except as otherwise agreed between the City and the Contractor. No regular collection shall be made on Sunday, unless approved by the Director due to extreme weather conditions or other extenuating circumstances. Collections on streets defined in Section 13.03.020 of the Prairie Village Municipal Code as arterial streets shall be prohibited between the hours of 7:00 a.m. to 9:00 a.m. and between the hours of 4:00 p.m. to 6:00 p.m. on any weekday. Contractor shall collect Landscape Waste on the same day as Recyclable Materials and Municipal Waste.
- b) Form and Amount of Landscape Waste. The Contractor shall have no obligation to collect any Landscape Waste unless such Landscape Waste is either:
 - (i) Placed in a biodegradable paper "kraft"-type bags of a capacity not to exceed 33 gallons;
 - (ii) Placed in metal or plastic cans not exceeding 33-gallon capacity with holes drilled in the bottom for drainage and with lids. These 33-gallon containers cannot weigh more than 40 pounds, and the material placed in the containers cannot exceed the dimensions of the container; or
 - (iii) If the Landscape Waste cannot reasonably be placed in bags or cans, securely tied with biodegradable string or twine, in bundles not to exceed four feet in length, 24 inches in diameter, or 40 pounds in weight.
 - (iv) Customers shall be limited to 10 containers per week of Landscape Waste they may place out for collection. Customers will be able to place 20 containers during a 1-week amnesty period each Spring and Fall.
- c) Christmas Trees. In addition to the regular Landscape Waste collection times, the Contractor shall collect, transport, and dispose of any Christmas tree left curbside by any Customer between January 2 and January 25, at no cost to the City or Customer.
- d) Transport and Disposal. All Landscape Waste collected shall be transported and disposed of in accordance with Section 4.7 of this Agreement.

Section 4.4 Diversion Rebate Program

The Contractor will provide credit on an annual basis for City efforts to divert food waste to the landfill. The credit will be based on accurate actual weights or volumes of diverted material.

Section 4.5 Private Services

The Contractor shall prepare, and submit to the City, a schedule of costs for all Private Services to be provided to Customers; provided, however, that: (i) the Contractor shall not charge more than the amount agreed upon between the City and the Contractor for the pickup of any Bulk Items

(including, without limitation, white goods) that are collected as part of any Private Services; and (ii) any additional charge for the collection, transportation, and disposal of white goods containing Freon shall not be imposed in connection with any white goods collected during the annual spring clean-up program. The Contractor will be paid directly by the customer.

Section 4.6 Vacant Properties

The City agrees to cooperate in providing information in its possession related to property vacancies, or any other similar information, that will assist the Contractor in the performance of its obligations under this Agreement.

Section 4.7 Disposal

- a) Municipal Waste, Landscape Waste and Bulk Items. Collected Municipal Waste, Landscape Waste and Bulk Items shall be removed from the City at the close of each day of collection, and shall be handled and transported to the respective processing facilities, compost plants or disposal sites designated and approved by the appropriate governmental agency empowered to regulate such sites and in a manner consistent with all applicable federal, state and local laws and ordinances pertaining to the handling, transport and disposal of said items. The Director may at any time require that the Contractor submit proof to the City that Municipal Waste and Landscape Waste are being delivered to their respective appropriate sites. No Landscape Waste may be landfilled unless otherwise authorized by applicable state law and approved in advance and in writing by the City.
- b) Recyclable Materials. The Contractor shall dispose of Recyclable Materials as provided in Article VI.
- c) Costs. The Contractor shall be solely responsible for and shall pay all costs associated with transport and disposal of Municipal Waste, Landscape Waste, Bulk Items and Recyclable Materials, including but not limited to landfill charges and tipping fees necessary to dispose of such items.

Section 4.8 Solid Waste Collection Data

- a) The Contractor shall provide to the City, as requested, a report on the quantity of:
 - (i) Municipal Waste collected within the City;
 - (ii) Landscape Waste collected within the City; and
 - (iii) Recyclable Materials collected within the City.
 - (iv) Bulk Items collected within the City.
- b) The Contractor shall prepare a municipal container audit report upon request from the City that contains:
 - (i) Location of each municipal container within the City;
 - (ii) Frequency of municipal container collection, including dates and times for each

location;

(iii) Notification of carts that overflow on a regular basis;

(iv) Recommendations for alleviating the regular overflow of carts.

- c) The Contractor acknowledges and agrees that program data and other public information may be provided by the City to each Customer upon request, in accordance with the Kansas Open Records Act, K.S.A. 45-215 et seq.

Section 4.9 Title to Residential Materials and Bulk Items

The Contractor shall retain title to all Residential Materials and Bulk Items collected pursuant to this Agreement. Contractor may, in its sole discretion, reject any Unacceptable Waste, which rejection may not be unreasonably conditioned for reasons distinct from what similar competitors might us as a reasonable rejection. If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste. In such situations, Contractor shall contact the City, and the City shall take appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of. If any Unacceptable Waste is not discovered by Contractor before it is collected, Contractor shall transport and dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of any Unacceptable Waste and to assist Contractor in collecting from the depositor or generator the costs incurred by Contractor in connection with the Unacceptable Waste. Subject to the City providing reasonable assistance to Contractor as set forth herein, Contractor shall release the City from any liability for any such costs except to the extent that such Unacceptable Waste is determined to be attributed to the City.

Section 5.0 Missed Routes

The Contractor shall notify the Solid Waste Director when a partial or entire route has or will be missed. When snow, ice, equipment failures, or construction, etc. prevents collection, the Contractor shall work in collaboration with the City for prompt collection of missed routes. The City would expect missed routes to be collected within 24 hours unless hazardous weather conditions still exists, etc. that would preclude collection. The Contractor shall be subject to a \$1,000.00 daily fine for missed routes that were not excused or discussed with the Solid Waste Director, or designee.

ARTICLE V COMPENSATION

Section 5.1 Services

- a) For providing the Services, the Contractor shall receive as compensation from the City the rates set forth in Exhibit C attached to this Agreement, as adjusted pursuant to Section 5.1(b) and (c) of this Agreement. One invoice per month will be submitted to the City as of the same date each month, beginning one month after the Commencement Date; and will be paid by the City directly to the Contractor not later than thirty (30) days after receipt.

- b) An initial adjustment of numbers of Residential Dwelling Units as set forth on Exhibit C may be required after the effective date of this Agreement and before submission of the first invoice. Homes associations and individuals exempt from City solid waste collection will be identified by address.
- c) The Director may make monthly adjustments of the amount of compensation to be paid to Contractor for vacant Residential Dwelling Units and for the addition of new Residential Dwelling Units serviced by this Agreement.

ARTICLE VI SPECIAL PROVISIONS REGARDING RECYCLABLE MATERIALS

Section 6.1 Disposition of Recyclable Materials

The Contractor shall sell all Recyclable Materials that are collected under this Agreement and pay 100% of such proceeds (if applicable) to the City not less frequently than quarterly. If changes in the market for the sale of any particular Recyclable Material makes continued collection of such Recyclable Material not economically feasible, the Contractor shall consult with the City regarding the market changes of the affected Recyclable Material. The City may, in its discretion, agree to remove from the list of Recyclable Materials any economically infeasible item upon such market change. The Contractor, as agent for the City, shall ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated, unless advance authorization to do so is given by the Governing Body of the City.

Section 6.2 Recyclable Materials Collection Data

Upon request, a solid waste report required by Section 4.8 of this Agreement shall include the weight (in tons) of all Recyclable Materials collected from Customers under this Agreement. The report shall also contain an approximate count of the number of Customers from which Recyclable Materials have been collected, in order to determine participation and diversion rates.

Section 6.3 Definition

The definition of Recyclable Materials as set forth in Article I of this Agreement may be expanded upon mutual agreement of the parties and pending the availability of disposal or resale markets for the added materials.

Section 6.4 Cooperation

The Contractor agrees to meet periodically with representatives from the City to: (1) review the provision of residential recycling pursuant to this Agreement; and (2) discuss the implementation of alternative approaches, programs and partnerships to improve the quality, quantity, and efficiency of residential recycling and other sustainability initiatives within the City.

ARTICLE VII CUSTOMER SERVICE STANDARDS

Section 7.1 Roll Out; Container Options; Annual Brochures

Upon execution of this Agreement, the Contractor, at its expense, shall be required to develop, print and distribute to all Customers, a brochure, approved by the City, establishing routes, regular and holiday schedules, and explaining the refuse, recycling and landscape waste programs covered under this Agreement. The brochure will include a method for residents to exchange their carts. The brochure shall also include the schedule of charges for any Private Services approved by the City pursuant to Section 4.5(c) and the Overflow Sticker program, including the price of the Stickers, locations for purchase, and weight limitations. The brochure shall be updated and distributed at Contractor's expense on an annual basis during the term of this Agreement and any extensions and will be posted on the City website.

City may furnish additional Customer informational materials such as, schedules and routes, regulations and other printed notices, which Contractor agrees to distribute to Customers.

Section 7.2 Office and Telephone

The Contractor shall maintain an office and toll-free telephone number, for receipt of service calls or complaints, and shall be available for such calls on all business days from 8:00 a.m. to 5:00 p.m. (CST). The Contractor shall have adequate custom service assistance to handle expected increased call volume during the transition of new service. Additional customer service representatives shall be added as necessary to meet the minimum Customer service standards set forth in Section 7.3 of this Agreement.

Prior to the Commencement Date, the Contractor shall establish a dedicated electronic mail address for the submission of questions and complaints by Customers directly to the Contractor, which electronic mail address shall be posted conspicuously on the Contractor's general website.

Section 7.3 Minimum Customer Service Standards

- a) The Contractor will maintain a website and e-mail address for the timely communication of Customers with the Contractor. Additionally, it will maintain an office with a toll-free telephone line staffed by trained personnel between the hours of 8:00 AM and 5:00 PM (CST) Monday through Friday except holidays. There shall be a supervisor with authority to handle problems and complaints as they may arise. During non-business hours the telephone may be maintained by an answering machine or answering service. All calls will be returned within the first hour of the next business day. In the event phones are busy during working hours and a message must be left, all such calls must be returned within 15 minutes. In all instances, the phone shall be answered promptly and courteously. Failure to meet these standards shall constitute a violation. The first violation at a given address during any 12-month period may result in a penalty of \$100.00. The second violation at the same location during the same 12-month period shall result in a penalty of \$200.00. The third and subsequent violations at the same location during the same 12-month period may result in a penalty of \$300.00 per violation. All penalties will be deducted from the next month payment due the Contractor.

- b) Service complaints include missing a collection on a scheduled day, failure to return containers to their proper location in good order, spillage, or similar incident. All service complaints are to be directed to the Contractor and that Contractor shall have procedures in place as outlined above to resolve those complaints. Service complaints received before 11:00 am shall be corrected the same day. Service calls received after 11:00 am shall be corrected by 11:00 am the following day, with the exception of spillage which shall be resolved within one hour of notice. Failure to contact the complaining party within the specified time period shall constitute a violation. Failure to resolve complaints within the specified period shall constitute a violation. The first violation at a given address during any 12-month period may result in a penalty of \$100.00. The second violation at the same location during the same 12-month period may result in a penalty of \$200.00. The third and subsequent violations at the same location during the same 12-month period may result in a penalty of \$300.00 per violation. All penalties will be deducted from the next month payment due the Contractor.
- c) A monthly report will be submitted to the City Clerk, or designee, detailing a full explanation of all complaints received and the disposition of those complaints.
- d) All complaints are meant to come directly to the Contractor. In the event complaints are received first by the City, the details of those complaints will be forwarded to the Contractor's representative. If the complaint coming to the City is the result of the complainant not being able to reach the Contractor due to lack of responsiveness to phone or e-mail contacts, any resultant penalties may be doubled.

Section 7.4 Liaison

The Contractor shall designate in writing an individual within Contractor's management team to serve as agent for the Contractor and liaison between the Contractor and the City capable of immediately resolving Customer complaints and inspecting pick-ups.

Section 7.5 Customer Service Survey

At City's request, the Contractor will, at its expense, conduct periodic surveys to assess the Contractor's service performance under this Agreement. The survey will be prepared and administered in a manner to be approved in advance by the City.

Section 7.6 Community Events

The Contractor will provide additional collection receptacles at all community events at no charge.

ARTICLE VIII BREACH; EVENTS OF DEFAULT AND REMEDIES

Section 8.1 Breach by Contractor

Each of the following shall constitute a Breach on the part of the Contractor:

- a) Repeated failure of the Contractor to comply with Section 7.3 of this Agreement;
- b) Failure of the Contractor to perform in a timely fashion any obligation under this

Agreement not referenced within Section 8.1(a) of this Agreement, except that such failure shall constitute a Breach only if such failure remains uncured for seven days after notice to the Contractor from the City of such failure; provided however, that this seven-day notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform, which persistent and repeated failure would be met by (but need not rise to the level of) three similar failures with the same three hundred and sixty five (365) day period; or

- c) Any of the following: (1) The Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, (2) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction, (3) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days, (4) any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding, or (5) the levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Agreement.

Section 8.2 Breach by City

The following shall constitute a Breach on the part of the City:

Failure of the City to pay in a timely fashion the Contractor amounts which are undisputed and owing to Contractor by City under this Agreement, except that such failure shall constitute a Breach only if such failure remains uncured for fourteen (14) days after notice to the City from the Contractor of such failure

Section 8.3 Events of Default and Remedies of City

- a) If a Breach occurs under Section 8.1 of this Agreement, the City may declare an Event of Default and may thereafter exercise any one or more of the following remedies:
 - (i) The City may terminate this Agreement immediately, upon notice to the Contractor. Subject to the provisions of subparagraph (v) below, upon such termination, the Contractor shall cease providing all services under this Agreement.
 - (ii) The City may seek and recover from the Contractor any costs for the failure of the Contractor to perform any obligation under this Agreement, and all damages, whether based upon contract, Contractor negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the Breach.
 - (iii) The City may (A) call upon the sureties to perform their obligations under the

performance bond, or (B) in the alternative, after releasing the sureties from their obligations under the performance bond, take over and perform the required services by its own devices, or may enter into a new agreement for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the City for the performance of the required services.

- (iv) The City shall have the power to proceed with any right or remedy granted by federal or State law as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the City shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.
 - (v) Upon any such termination of this Agreement, the Contractor shall, for a period to be determined by the City in its sole and absolute discretion, but not longer than six months, continue to perform the contractual services during which period the Customers shall pay the Contractor its scheduled compensation.
- b) No remedy by the terms of this Agreement conferred upon or reserved to the City is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the City. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.
 - c) This section 8.3 shall survive the termination of this Agreement.

Section 8.4 Events of Default and Remedies of Contractor

- a) If a Breach occurs under Section 8.2 of Agreement and is not timely cured by the City, the Contractor may declare an Event of Default and terminate this Agreement immediately, upon notice to the City. In such event, the Contractor's sole remedy shall be to seek and recover from the City any unpaid amounts due the Contractor. The Contractor shall not be entitled to any other damages or to specific performance or any other equitable remedies.
- b) This Section 8.4 shall survive termination of this Agreement.

Section 8.5 Force Majeure

Neither the Contractor nor the City shall be liable for the failure to perform their duties nor for any resulting damage or loss, if such failure is caused by a catastrophe, terrorism, riot, war, strike, fire, accident, act of God, including inclement weather, or other similar or different contingency beyond the reasonable control of the Contractor or of the City, as the case may be; provided, however, that in the event of a strike that renders the Contractor unable to provide Residential Services as required pursuant to this Agreement, the Contractor shall cooperate in good faith with the City to

establish a location for the centralized drop-off by Customers, and collection by the Contractor, of Residential Materials.

The collection or disposal of any increased volume resulting from a natural disaster or terrorist act over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement unless the City elects to use its own resources to collect and/or dispose of such increased volume. In the event of such a natural disaster or terrorist act, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, the City shall grant the Contractor variances in routes and schedules, as deemed necessary by the Contractor. However, in the event the City and the Contractor fail to reach an agreement on the payment to be made to the Contractor, the City shall be free to contract with another provider for the collection or disposal of increased volume resulting from a natural disaster or terrorist act. Should the City contract with another provider for such increased volume, Contractor's service under this Agreement shall not be affected.

ARTICLE IX INSURANCE AND INDEMNIFICATION

Section 9.1 Insurance

- a) The Contractor shall maintain for the duration of this Agreement, and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Kansas and that meet the requirements set forth in Exhibit D. The Contractor shall provide the City with a certificate of insurance indicating that such insurance coverage meets the requirements contained in Exhibit D. Contractor shall ensure that the City is listed as an additional insured on such coverage.
- b) Insurance premiums shall be paid by the Contractor and shall be without cost to the City.

Section 9.2 Indemnification

Contractor agrees, at its sole cost and expense, to unconditionally indemnify and hold harmless and defend the City and the City's former, current and future officials, trustees, agents, contractors, employees and insurers and/or successors in interest of any kind for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterparts, debts, dues, obligations, judgments, awards, demands, liens, costs, expenses, attorneys' fees and liability for damages of any kind and causes of action of any kind and nature (including but not limited to all liabilities, claims, suits, costs and expenses which the City may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment), whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the City, and/or the City's former, current and future officials, trustees, agents, contractors, employees and successors in interest of any kind, by any person or entity arising out of, relating to, connected with, or in any way associated with the following: (a) Contractor's breach of any term or provision of this contract; (b) any negligent or willful act or omission of Contractor, its employees, agents, or subcontractors in the performance of this Contract; (c) the violation or alleged violation by Contractor, its employees, agents, or subcontractors of any federal, state or local law, regulation, statute, ordinance, license, or permit and (d) the release, threatened release or presence of Hazardous Materials or contaminants (which shall include but not limited to hazardous waste, hazardous

substances and any material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous) which occurs during the transportation and/or disposal of the Municipal Waste, Recyclable Materials and/or Landscape Waste and/or from or on the site(s) or facility(ies) utilized for disposal of the Municipal Waste, Recyclable Materials and/or Landscape Waste.

In the event that any such claim, action, cause of action or lawsuit is brought or filed, the City, and its former, current and future officials, employees, contractors, agents, insurers and/or successors in interest, shall have the right to determine the attorney(s) of its, his hers or their choice to represent and defend their interests in any legal or administrative action in the event that a conflict exists which prevents the same defense counsel from representing the Contractor and the City or its former, current or future officials, trustees, employees, contractors, agents, insurers or successors in interest, all at the Contractor's expense pursuant to this Contract, Notwithstanding any other provision in this contract to the contrary, the duration of the indemnification hereunder shall be indefinite and survive the expiration of this Contract. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, Republic shall have no obligation to indemnify, defend or hold harmless Customer, or any other parties indemnified under this Agreement, for any such liability or claim to the extent resulting from the negligence or willful misconduct by City, any third party or any other parties indemnified under this Agreement.

ARTICLE X MISCELLANEOUS

Section 10.1 Non-Assignability

The Contractor shall not assign this Agreement or any part thereof or subcontract this Agreement or the work hereunder, or any part thereof, in either case to any other person, firm or corporation without the prior consent of the Governing Body of the City, which consent shall not be unreasonably withheld, delayed or conditioned. Nothing in this Agreement shall prevent the Contractor from performing its obligations hereunder through its subsidiaries or divisions but the performance by any such subsidiary or division shall not relieve the Contractor from its obligations or change the terms of Agreement.

Section 10.2 Equal Employment Opportunity/Non-Discrimination

- a) The Contractor agrees that:
 - (i) The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. § 44-1001 et seq.) and 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, age, national origin, or ancestry.
 - (ii) In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
 - (iii) If the Contractor fails to comply with the manner in which the Contractor

reports to the commission in accordance with the provisions of K.S.A. § 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

- (iv) If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
- b) The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. § 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. § 12101 et seq.) as well as all other federal, state and local laws.
- c) Findings of non-compliance with applicable Local, State or Federal Equal Employment Opportunity Laws and regulations shall constitute a breach of contract and the City may cancel, terminate, or suspend this agreement in whole or in part.

Section 10.3 Performance Bond

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, in the form attached hereto as Exhibit E, to be executed by a responsible surety company and to be in the penal sum of \$2,343,370. Such performance bond shall be furnished annually by the Contractor for the following year of this Agreement and shall indemnify the City against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the Commencement Date, and each successive bond shall be posted not later than January 1 of each successive calendar year.

Section 10.4 Equipment to be Used by Contractor

- a) The Contractor agrees to collect all materials described in this Agreement in fully enclosed, leak-proof, modern trucks and equipment. The Contractor agrees to use to the extent possible, uniformly painted equipment, with no rust showing on the cab, chassis or body and shall maintain its vehicles and equipment in good condition at its own expense and shall keep said vehicles free from leakage and objectionable odors. The vehicles and equipment shall be kept clean, sanitary and in quiet operating condition and shall be washed on a regular basis. Any equipment that is used by the Contractor and determined to be unsafe, or in an overall poor condition by the City shall be replaced at the request of the City. Equipment used for Bulk Item collections and Private Services described in Section 4.5 of this Agreement may be open-body trucks, dump trucks and similar type equipment when necessary. When open-body trucks are used, the Contractor shall take such action as is necessary to prevent littering and blowing debris.
- b) Carts used in connection with the provision of Services by the Contractor pursuant to the start this Agreement will be in new condition and shall be maintained to remain operable, safe and free of graffiti. Contractor shall replace any Contractor owned container in disrepair of this sort within 48 hours after notification by the City or the

Customer. Carts and containers with plastic lids that are ill-fitted or warping shall be replaced within three days of notification by the City, in order to maintain a tight-fitting seal to prevent access by pests. All carts will be adequately demarcated with the Contractor's logo. Each container will have an inventory control number demarcated on each container that is cross-referenced to the service matrix.

- c) All facilities and equipment used by Contractor for the provision of Services and Private Services pursuant to this Agreement shall be properly licensed by the State of Kansas, Johnson County, Kansas and any other state or local jurisdictions in which such Contractor operates and shall conform to all federal, state and local equipment safety standards.
- d) The City reserves the right from time to time upon reasonable advance notice to inspect Contractor's facilities and equipment to confirm compliance with this Section 10.4.

Section 10.5 Compliance with Laws

- a) The Contractor shall comply at all times with all applicable federal, state, county and municipal laws, ordinances and regulations at any time applicable to the Contractor's operations under this Agreement, with no increase to the Contractor's compensation as set forth in this Agreement. Specifically, but without limitation of the foregoing, the Contractor shall comply with all current and amended Johnson County, Kansas regulations and City ordinances or regulations imposed in the discretion of the City to protect the public health, safety, and welfare.
- b) The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

Section 10.6 Care and Performance

- a) The Contractor shall undertake and cause its employees to perform all services rendered hereunder in a neat, thorough and competent manner, without supervision by the City, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.
- b) Employees of Contractor shall not trespass or loiter, cross property to adjoining premises or meddle or tamper with property which does not or should not concern them.
- c) The Contractor shall prohibit and enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and employees while on duty or in the course of performing their duties under this Agreement.
- d) The Contractor agrees to instruct and direct its employees in and to observe such ordinances and regulations as are applicable to the collection and disposal of solid waste within the City. In particular, but not limited to, the Contractor will:
 - (i) Familiarize the drivers with the collection routes by providing them with a map or listing of streets for the areas to which they are assigned.

- (ii) Remove all waste from the Customers' property in a complete and neat manner
 - (iii) Should parked vehicles interfere with automated pickup, require employees to manually retrieve the carts so pickup can be accomplished.
 - (iv) All carts or containers must be returned neatly to the location where they were picked up except that in no case shall carts be left blocking a sidewalk or hindering access to driveways or garages.
 - (v) If pick up of items is refused because they have not been prepared properly for Municipal Waste disposal, Landscape Waste disposal or Recycling Materials disposal, the Contractor will leave the Customer notice as to why pick up was refused.
 - (vi) In the event items fall from the collection vehicle, either at the point of pick-up or during hauling, the items are to be retrieved within one hour of notice.
 - (vii) Instruct and direct employees that they shall not accept money from City residents for collection services except for Private Services.
- e) The Director may request the removal of any person employed by Contractor who repeatedly misconducts himself or is negligent in the due and proper performance of their duties or who fails to comply with the directions given from all routes in the City. Such person shall not be re-employed in the City for the duration of this Agreement without the written consent of the Director.
- f) The Contractor shall observe City ordinances relating to obstructing streets, keeping passage-ways open and protecting same. The Contractor is granted the privilege of using the public streets for the purpose of performing the services specified in this Agreement, but is not granted exclusive use of such streets, nor will Contractor be permitted to violate any City or state traffic regulations. In instances when the Contractor must access privately owned and maintained streets, the Contractor must obtain the consent of the owner(s) of such private streets prior to providing services to such areas under this Agreement and provide copies of documents confirming such consent to the Director. The Contractor shall perform the services in a manner which will cause the least inconvenience and annoyance to the general public and Customers.
- g) The Contractor shall not be liable to the City for damage to City rights-of-way caused in connection with the provision of the services provided under this Agreement if such damage is caused by ordinary wear and tear. However, if damage is deemed by the Director to be excessive, repetitive or beyond that connected with ordinary wear and tear, Contractor shall be liable to the City and the Contractor shall work with the City to determine changes in performance of services so that such damage can be avoided.

Section 10.7 Taxes

The Contractor shall pay all federal, state and local taxes that are chargeable against the performance of the services provided under this Agreement.

Section 10.8 Americans With Disabilities Act

The City is committed to making its services, programs, activities and facilities accessible to all persons with disabilities. The Services are offered to all residents. Those individuals with a qualified disability may request status as a Hardship Customer to receive Houseline service by contacting the Director.

Section 10.9 Governing Law

This Agreement and the rights of the City and the Contractor under this Agreement shall be interpreted according to the internal laws, but not the conflict of laws, rules, of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

Section 10.10 Personal Non-liability of Officials, Employees and Agents of the City

No recourse shall be had for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 10.11 Cash Basis and Budget Law

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. §§ 10-1112 and 10-1113), the Budget Law (K.S.A. § 79-2935), and other laws of the state of Kansas. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the City. The City is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the City's current budget year, or (b) funds made available from any lawfully operated revenue producing source.

Section 10.12 Most-Favored Nations

The Contractor agrees to reduce and/or match the rate per residence should the Contractor lower their billing formula for a comparable service in surrounding communities (within 20 miles) of similar size. The City recognizes many factors are measured by the Contractor in calculating expenses included in that billing formula and will meet with representatives to determine if rate differences resulting from the billing formula are reasonable or need to be adjusted.

Section 10.13 Severability

The provisions of this Agreement shall be interpreted when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid,

illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in any other situation.

Section 10.14 Entire Agreement

This Agreement sets forth the entire agreement of the City and the Contractor with respect to the provision of the Services and compensation therefor, and there are no other understandings or agreements, oral or written, between the City and the Contractor with respect to the Services and the compensation therefor, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

Section 10.15 Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Prairie Village
Attn: City Clerk
7700 Mission Road
Prairie Village, Kansas 66208

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Waste GFL Environmental

Tom Coffman, Government Contracts Manager
1150 East 700 Ave
Arcadia, Kansas 66711

Section 10.16 Publicity

The City's name or insignia, photographs of the City, or any other publicity pertaining to the provision of the Services shall not be used in any magazine, trade paper, newspaper, or other medium without the express written consent of the City.

Section 10.17 Incorporation of Exhibits.

The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO FORM:

Alex Aggen, City Attorney

CONTRACTOR:

By: _____

Name: _____

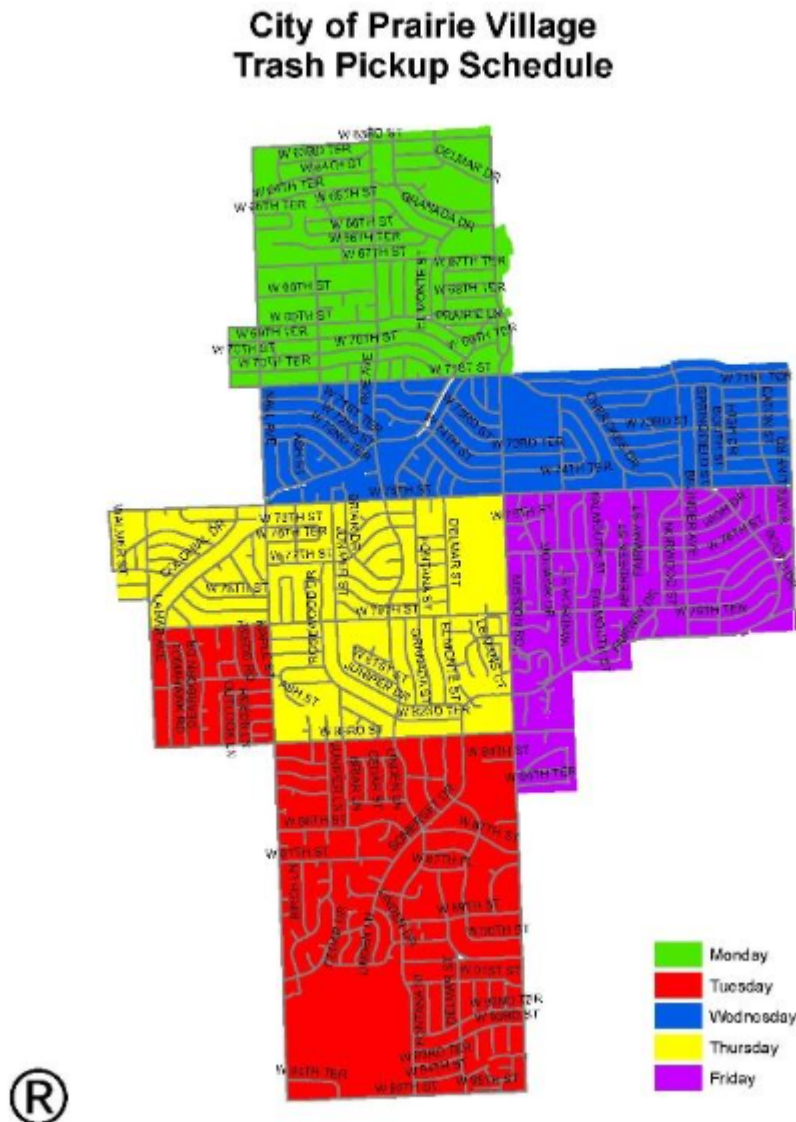
Title: _____

EXHIBIT A

WEEKLY COLLECTION SCHEDULES AND ROUTES

SEE MAP

City of Prairie Village Trash Pick Up Schedule



The following Homes Associations provide their own waste management:
Countryside East, Corinth Downs, Paddock Court, Town & Country, Village Park

EXHIBIT B
MUNICIPAL COLLECTION SITES

The City requires solid waste service at the following locations:

- a. Public Works - 3535 Somerset Drive
 - One 40-yard roll-off container and shall be serviced upon notification by Public Works January through August. Two 40-yard roll-off containers September – December serviced once per week.
 - One 8-yard container serviced three times per week - Trash
 - One 8-yard container serviced once per week - Recycle
 - One 20-yard roll-off container serviced upon notification by Public Works - Scrap Metal
- b. Police Department - 7710 Mission Road
 - One 8-yard container serviced twice weekly - Trash
 - One 8-yard container serviced twice weekly - Recycle
- c. Harmon Park – 7711 Delmar Drive
 - One 8-yard container serviced three times per week May through September and serviced one time per week January through April and October through December – Trash
- d. City Hall – 7820 Mission Road (Starting Mid 2027)
 - One 8-yard container serviced twice weekly - Trash
 - One 8-yard container serviced twice weekly - Recycle

EXHIBIT C

PRICING

10-YEAR CONTRACT

For the period of January 1, 2027 through March 31, 2037, for the weekly collection of solid waste, recyclables, and compostable materials for approximately 8,535 homes will be \$22.88 per unit per month. Thereafter, annual increases would be determined by the Water, Sewer, Trash line item of the Consumer Price Index (CPI) over the previous year with a cap of three and one-half percent (3.5%) beginning January 1, 2027 through March 31, 2037. The rate increase would not be below two and one-half (2.5%). No fee will be assessed to Municipal Collection Sites (Exhibit B). Overflow Stickers shall be sold by the Contractor to Customers at a price of Two Dollars (\$2.00) per sticker. No per unit increase shall be considered automatic, nor shall it become effective without the approval of the then-current Governing Body. It shall be the responsibility of the Contractor to notify the City of the amount of the requested annual increase, and to provide the city with supporting data upon which the adjustment is calculated.

EXHIBIT D

Insurance Provisions

A. Insurance Requirements

The Contractor shall procure and maintain the following insurance during the entire term of the Agreement:

	<u>Type of Insurance</u>	<u>Required Limits of Liability</u>
1.	Workers' Compensation	Statutory
2.	Employers' Liability	\$1,000,000 per accident \$1,000,000 disease (policy limit) \$1,000,000 disease (each employee)
3.	Commercial General Liability, including "occurrence" coverage for:	
	a. Premises and operations, independent Contractors protective, contractual liability, broad form property damage and XCU hazards	\$1,000,000 per occurrence for bodily injury and property damage combined. \$2,000,000 annual aggregate per location for bodily injury and property damage combined.
	b. Products and completed operations (including broad form property damage)	\$1,000,000 per occurrence for bodily injury and property damage combined. \$2,000,000 annual aggregate for bodily injury and property damage combined.
	c. Personal injury liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
4.	Business Auto liability (including owned, non-owned and hired vehicles and coverage for environmental liability)	\$1,000,000 per accident for bodily injury and property damage combined.
5.	Umbrella/Excess liability (to apply as excess over 2, 3 and 4 above)	\$5,000,000 per occurrence \$5,000,000 annual aggregate

B. Miscellaneous Provisions

1. The insurance policies set forth in Sections A3 and A5 of this Exhibit D shall continue to be maintained for a period of two (2) years following the termination of the Agreement.
2. Equivalent insurance must be maintained by each subcontractor of the Contractor.
3. All insurance companies must be reasonably acceptable to the City and may include self-insurance obtained by the Contractor. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Kansas.
4. All liability coverages shall be written on an occurrence basis.
5. Prior to commencing Services under the Agreement, the Contractor shall deliver, or cause to be delivered, to the City certificates of insurance (and other evidence of insurance requested by the City) which the Contractor is required to purchase and maintain pursuant to this Schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.
6. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least thirty (30) days' prior written notice has been given to the City by certified mail.
7. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the City and the additional insureds set forth below.
8. The insurance policies set forth in Sections A3, A4, and A5 of this Exhibit D shall be endorsed to include the City, the directors, officers, employees, agents and members of the City, as additional insureds for all activities of the Contractor in the performance of the Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional insureds.

EXHIBIT E
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Waste Corporation of Missouri, LLC, D/B/A WCA of Missouri, LLC, // GFL (the “Contractor”) and

_____, a Corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas as Surety, are held firmly bound unto the City of Prairie Village, Kansas, hereinafter referred to as “City”, in the penal sum of Two Million Three Hundred Forty Three Thousand Three Hundred and Seventy DOLLARS (\$2,343,370), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor has, on the 20th day of July, 2026, entered into a written Contract with the aforesaid City for furnishing all materials, equipment, tools, superintendence, labor and other facilities and accessories for providing the service of collecting, transporting and disposing of solid waste, landscape, recyclable and bulk items with the City (“Solid Waste Project”), defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and Plans therefore; a copy of said Contract being attached hereto and made a part hereof.

NOW, THEREFORE, if the said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or, by reference, made a part thereof, according to the true intent and meaning in each case, and if said Contractor shall replace all defective parts, material and workmanship for a period of two years after acceptance by the City, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, if said Contractor fails in any particular to duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the said Contract and the Conditions, Specifications, Plans and other Contract Documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said Contractor shall fail to replace all defective parts, material and workmanship for a period of two years after acceptance by the City then the surety will pay the costs to complete the project and/or the costs to repair any defective parts for the period of two years after acceptance, and any other damages incurred by the owner in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, sustenance’s, provisions, provender, gasoline, lubricating oils, fuel oils, greases, coal, equipment

and tools consumed or used in said work, groceries and foodstuffs, and all insurance premiums, compensation ;liability and otherwise, or any other supplies or materials used or consumed by such Contractor or his, their, or its subcontractors in performance of the Work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect this obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at _____ on this, the _____ day of _____, 2026.

CONTRACTOR

SURETY COMPANY

Waste Corporation of Missouri, LLC _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(SEAL)

(SEAL)

By: _____
(Attorney-in-Fact)

By: _____
(State Representative)

(Accompany this bond with Attorney-in-Fact's authority form the Surety Company certified to include the date of the bond)



New Business: Consider charter ordinance designating official publications for legal notices

Recommendation

Approve Charter Ordinance No. 30 and associated Ordinance No. 2520 updating the designation of official city newspapers, including for publication of legal notices.

Motion #1: I make a motion to approve Charter Ordinance No. 30, a charter ordinance of the City of Prairie Village, Kansas, relating to the designation of the official city newspaper, exempting the city from the provision of K.S.A. 64-101, providing for additional and substitute provisions on the same subject, and repealing Charter Ordinance No. 6.

Motion #2: I make a motion to approve Ordinance No. 2520, an ordinance regarding the publication of ordinances, amending Section 1-110 (Same; Publication) of Article 1 (Ordinances), Chapter I (Administration), of the Code of the City of Prairie Village.

Background

Charter ordinance #6, passed in 1975 by the city council, exempted the city from K.S.A. 13-420, pertaining to the designation of official newspapers of the city. This charter ordinance designated the newspapers as "The Johnson County Herald and/or Sun Publications". Since that time, Section 1-110 of the city's municipal code was updated to designate "The Johnson County Sun or the Johnson County Legal Record" as the official city newspapers.

In practice, the city has been using the Johnson County Legal Record for many years, particularly since the Johnson County Sun ceased operations in 2011. The Legal Record has been a reliable, though expensive, newspaper in which to publish legal notices. However, the deadline by which publications must be submitted to the paper has become stricter in recent years, which has on occasion been a burden for city staff. In 2025, the Johnson County Post officially met the legal requirements of State Statute 64-101, allowing legal notices to be published in its weekly printed edition. Staff is requesting that the charter ordinance and associated ordinance be approved to amend existing language in the municipal code to allow publications of legal notices to appear in The Johnson County Post, the Johnson County Legal Record, or the city website, www.prairievillageks.gov. Doing so not only updates the city code to remove references to the Johnson County Sun, but also provides staff flexibility on where notices can be published.

Several cities in Johnson County, including Overland Park, Olathe, and Leawood, now publish their notices in the Johnson County Post. The Post is less expensive than the Legal Record, and has a later deadline for submissions. Staff considered the idea of using only the city website for publications, but State Statutes dictate that certain items, such as public hearings and specific zoning changes, still require publication in a printed newspaper of general circulation.

Fiscal Note

Attachments

1. Charter Ordinance 30
2. Ordinance 2520

Prepared By

Adam Geffert, City Clerk
July 14, 2026

CHARTER ORDINANCE NO. 30

A CHARTER ORDINANCE OF THE CITY OF PRAIRIE VILLAGE, KANSAS, RELATING TO THE DESIGNATION OF THE OFFICIAL CITY NEWSPAPER, EXEMPTING THE CITY FROM THE PROVISIONS OF K.S.A. 64-101, PROVIDING FOR ADDITIONAL AND SUBSTITUTE PROVISIONS ON THE SAME SUBJECT, AND REPEALING CHARTER ORDINANCE NO. 6.

WHEREAS, the City of Prairie Village, Kansas has heretofore adopted Charter Ordinance No. 6 pursuant to the provisions of Section 5(c) of Article 12 of the Constitution of the State of Kansas, exempting itself and making inapplicable to it the provisions of K.S.A. 13-1420 pertaining to the designation of the official newspapers of the City, and designating official newspapers of the City; and

WHEREAS, K.S.A. § 64-101, and amendments thereto, relating to the qualifications and designation of an official city newspaper, is applicable to the City, but is not applicable uniformly to all cities throughout the State of Kansas; and

WHEREAS, Section 5(c)(4) of Article 12 of the Constitution of the State of Kansas provides that a Charter Ordinance may be repealed or amended by charter ordinance.

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

SECTION 1. The City of Prairie Village, Kansas by the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, hereby elects to exempt itself from, and make inapplicable to it, the provisions of K.S.A. § 64-101 and amendments thereto and to provide substitute and additional provisions as hereinafter set forth in this ordinance.

SECTION 2. Article 1, Section 1-110 of the Prairie Village Municipal Code, 2003, entitled "Same; Publication" shall be the source of the designation of the official city newspaper(s), which may be amended as deemed appropriate and necessary by the Prairie Village Governing Body without requiring a future enactment and repeal by charter ordinance.

SECTION 3. The Governing Body's designation may include that the City's website, as then maintained and at the website address then in effect, may also be a designated official city newspaper, for publication of legal notices, advertisements, or publications of any kind which may be required to be published in the Official City Newspaper by the laws of the State of Kansas, United States of America, or of the City of Prairie Village, Kansas.

SECTION 4. Any newspaper that is an official City newspaper on the effective date of this ordinance shall continue to be the official City newspaper unless or until such time as the Governing Body shall enact an ordinance providing otherwise. Any publication in any newspaper, which at the time of the publication was an official City newspaper, shall be valid notwithstanding the enactment, subsequent to the publication, of a resolution changing the designation of the official City newspaper.

SECTION 5. Charter Ordinance No. 6 is hereby deleted and repealed in its entirety.

SECTION 6. This Charter Ordinance shall be published once a week for two (2) consecutive weeks in the official city newspaper.

SECTION 7. This Charter Ordinance shall take effect sixty-one (61) days after its final publication, unless a sufficient petition for a referendum is filed and a referendum held on this Charter Ordinance as provided in Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED AND APPROVED by the Governing Body, not less than two-thirds (2/3) of the members elect voting in favor thereof, this 20th day of July 2026.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

Alex Aggen, City Attorney

DATES OF PUBLICATION: _____, 2026.

_____, 2026.

ORDINANCE NO. 2520

AN ORDINANCE REGARDING THE PUBLICATION OF ORDINANCES, AMENDING SECTION 1-110 (SAME; PUBLICATION) OF ARTICLE 1 (ORDINANCES), CHAPTER I (ADMINISTRATION), OF THE CODE OF THE CITY OF PRAIRIE VILLAGE.

WHEREAS, the City of Prairie Village desires to update the designation of official City newspapers, including for publication of legal notices; and

WHEREAS, the Governing Body has adopted Charter Ordinance No. 30 authorizing the designation from time to time by resolution of one or more newspapers or the City's official website as the official newspaper of the City, and the Governing Body desires that Section 1-110 be consistent with that Charter Ordinance;

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

SECTION 1. Section 1-110 of the Prairie Village Municipal Code shall be amended to state in its entirety as follows:

1-110. - SAME; PUBLICATION.

No ordinance, except those appropriating money, shall be in force until published by the city clerk in the official city newspaper: i) The Johnson County Post, ii) the Johnson County Legal Record or iii) or the City website, www.prairievillageks.gov. One publication of any such ordinance shall be sufficient unless additional publications are required by statute or ordinance. The publisher of the newspaper shall prefix such ordinance by a line in brackets stating the month, day, and year of such publication.

SECTION 2. This ordinance shall take effect and be in force only if and upon the proposed Charter Ordinance 30 considered by the Governing Body on this same day becomes effective, which Charter Ordinance 30 shall take effect sixty-one (61) days after its final publication, unless a sufficient petition for a referendum is filed and a referendum held on this Charter Ordinance as provided in Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case Charter Ordinance 30 shall become effective if approved by a majority of the electors voting thereon. In the event that Charter Ordinance 30 does not take effect, this ordinance shall be of no effect, and shall be considered null and void.

PASSED AND ADOPTED BY THE GOVERNING BODY THIS 20TH DAY OF JULY, 2026.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelsen, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Adam Geffert, City Clerk

Alex Aggen, City Attorney



Council Committee of the Whole (Council President presiding): Discuss amendments to the adopted 2018 International Energy Conservation Code

Recommendation

Background

The International Codes Council (ICC) publishes updated editions of model building codes and standards every three years for consideration and adoption by local jurisdictions. Prairie Village typically considers updates to our building codes on a six-year adoption cycle. This is done in conjunction and collaboration with the building officials from all Johnson County municipalities. Prairie Village currently operates under the 2018 building codes, and has been reviewing the 2024 building codes. Staff had been on track to recommend portions of the 2024 building codes prior to the adoption of Senate Bill 418 in May 2026.

Senate Bill 418, the “By-Right Housing Bill”, intends to increase housing production across Kansas. A portion of the bill requires that nothing newer than 2018 building codes can be required for single family homes under 2,500 square feet. The measurement of 2,500 square feet is defined as “livable” and doesn’t include basements, closets, porches, decks and garages. According to staff analysis, 30%+ of new builds would qualify to remain on 2018 building codes. The size of our City staff could not accommodate two separate building codes, and staff believe from an equity standpoint for residents and builders it makes more sense to operate under one code. Based on this, staff is recommending remaining on 2018 building codes, but modifying the adopted 2018 energy code to make some progress in energy efficiency.

The City of Prairie Village currently operates in the 2018 Energy Codes. In 2021 when these codes were adopted, the energy code was amended to reflect a more stair-step approach to energy efficiency. At this point in time, staff recommends “un-amending” the 2018 energy code.

The only recommended changes to the adopted code are two changes to Chapter 4, Article 2 of the Municipal Code: Insulation requirements table N1102.1.2 and the Energy Rating Index (ERI) and Home Energy Rating Score (HERS). These amendments are a reflection of increasing the previous version for energy efficiency specifically for Wood walls above grade from R-15 to R-20 (or R13 Fiberglass+ R5 Continuous) and Energy Audit Methods ERI or HERS from 68 points to better efficiency to score of 62 or less.

Staff will continue to monitor the impacts of SB 418 and the impact of the 2018 building codes. If at any time the law changes and/or staff is recommending a different path, we could recommend a change in approach. Based on our research, some other municipalities are taking similar approaches. Other impacts of SB 418 will be discussed at a future Council meeting.

Staff will give a brief presentation at the meeting, summarizing the recommended changes and will be available to answer questions. The recommended date for the 2018 energy code amendments is January 1, 2027 in order to give staff and builders adequate time to communicate changes and update processes and information.

Fiscal Note

N/A

Attachments

1. Council Meeting Presentation
2. Redline Municipal Code Section
3. Ordinance 2518
4. Senate Bill 418

Prepared By

Nickie Lee, Deputy City Administrator
June 29, 2026



Building Code Adoption update

- City Council Meeting
- July 6, 2026



Building Code Overview

2

- Per the International Code Council (ICC), the purpose of building codes is to establish minimum requirements to safeguard the public safety, health and general welfare through affordability, structural strength, means of egress facilities, stability, sanitation, light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment, and to provide safety to fire fighters and emergency responders during emergency operations.
- The ICC's model codes are updated every 3 years, and cities in Kansas have home rule to decide whether to adopt the new standards or not. Generally Prairie Village considers updates every 6 years.
- The City adopted 2018 Building Code in 2021, and have been reviewing the 2024 codes.



Building Code Recommendation

3

- Kansas House Senate Bill 418, known as the “by-right housing development act”, was passed into law, enforcement effective July 1st, 2026. The purpose of the act is to promote the development of housing by streamlining the approval process for by-right housing development, including single-family homes, townhouses and accessory dwelling units (ADU’s), by facilitating the construction of additional housing units, this section aims to address statewide housing shortages and promote affordability. This bill requires that any new home being built that a municipality may not enforce a building code greater than the IRC 2018 on houses with less than 2,500 square feet of living space.
- Due to this, staff is recommending continuing with the adopted 2018 building code, while making amendments to increase Energy Code targets.



Recommended 2018 Update

4

- Recommended amendments to the existing 2018 IRC Building Code:
 - Increase the above grade wood wall insulation to R20 or R13+5_{continuous} from R15
 - Lower the Energy rating Index / Home Energy Rating Score maximum to 62 from 68 (*the lower the rating, the more efficient*)

Climate zone	Fenestration U-factor (b)	Skylight (b) U-factor	Glazed Fenestration SHGC (b)(e)	Ceiling R-value	Wood Frame wall R-value	Mass wall R-value (i)	Floor R-value	Basement wall R-value (c)	Slab (d) R-value & Depth	Crawl space(c) Wall R-value
4 not marine	0.32	0.55	0.40	49	20 or 13+5 _n	8/13	19	10/13	10/2ft	10/13



Recommended Timeline

5

- ▣ Discuss July 6, 2026
- ▣ Adopt Ordinance July 20, 2026
- ▣ Implementation Date January 1, 2027
 - Between July and January, will educate builders, contractors and residents.
 - Will continue to monitor other cities' approaches to SB 418 and potential opportunities for modification.

Other implications from SB 418 will be discussed at an upcoming Council meeting.

ARTICLE 2. INTERNATIONAL RESIDENTIAL CODE (IRC)¹

4-214. AMENDMENTS TO TABLE N1102.1.2 IN SECTION R401.1.2 - INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT.

Table N1102.1.2 in Section R401.1.2 of the 2018 IRC is hereby amended to read as follows:

TABLE N1102.1.2 (R402.1.2)
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT^a

Climate zone	Fenestration U-factor (b)	Skylight (b) U-factor	Glazed Fenestration SHGC (b)(e)	Ceiling R-value	Wood Frame wall R-value	Mass wall R-value (i)	Floor R-value	Basement wall R-value (c)	Slab (d) R-value & Depth	Crawl space(c) Wall R-value
4 not marine	0.32	0.55	0.40	49	15-20 or <u>13+</u> <u>5(h)</u>	8/13	19	10/13	10/2ft	10/13

For SI: 1 foot = 304.8 mm.

NR = Not Required.

- a. R-values are minimums. U-factors and SHGC are maximums. Where insulation is installed in a cavity, that is less than the label or design thickness of the insulation, the installed R-value shall not be less than the R-value specified in the table.
- b. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
- c. "10/13" means R-10 continuous insulation on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement walls.
- d. R-5 insulation shall be provided under the full slab area of a heated slab.
- e. There shall be no SHGC requirements in the Marine zone.
- f. Basement wall insulation shall not be required in warm-humid locations as defined by figure N1101.7 and Table N1101.7
- g. Alternatively, insulation sufficient to fill the framing cavity providing not less than R-value of R-19.

¹Ord. No. 2435, § I, adopted March 1, 2021, effective 6-1-2021, repealed the former Art. 2, §§ 4-201—4-226, and enacted a new Art. 2 as set out herein. The former Art. 2 pertained to similar subject matter and derived from Ord. 1896, Sec. 7, 2996; Code 2003; Ord. 2057, Sec. 1—Sec. 7, 2003; Ord. 2140, Sec. 1, 2007; Ord. 2279, Sec. 1, 2013).

h. The first value is cavity insulation, the second value is continuous insulation. Therefore, as an example, "13+5" means R-13 cavity insulation plus R-5 continuous insulation.

i. Mass walls shall be in accordance with section N1102.2.5. The second R-value applies where more than half of the insulation is on the interior of the mass wall.

(Ord. No. 2435, § I, 3-1-2021, eff. 6-1-2021)

4-216. AMENDMENT TO SECTION N1106.4 - ERI-BASED COMPLIANCE.

A new Section N1106.4 is hereby added to the 2018 IRC, as adopted by the City, to read as follows:

N1106.4 ERI-based compliance. Compliance based on an ERI analysis requires that the rated design be shown to have an ERI less than or equal to the appropriate value of **68** ~~62~~ when compared to the ERI reference design. Where on-site renewable energy is included for compliance using the ERI analysis of Section N1106.4, the building shall meet mandatory requirements of Section N1106.2, and the building thermal envelope shall be greater than or equal to the levels of efficiency and SHGC in Table N1102.1.2 or Table N1102.1.4.

(Ord. No. 2435, § I, 3-1-2021, eff. 6-1-2021)

4-217. AMENDMENTS TO SECTION E3902.5 - UNFINISHED BASEMENT RECEPTACLES.

Section E3902.5 of the 2018 IRC is hereby amended to read as follows:

E3902.5 Unfinished basement receptacles. 125-volt, single-phase, and 15- and 20-ampere receptacles installed in unfinished basements shall have ground-fault circuit-interrupter protection for personnel. For purpose of this section, unfinished basements are defined as portions or areas of the basement not intended as habitable rooms.

Exceptions: A receptacle supplying only a permanently installed fire alarm, burglar alarm system, or where a dedicated single-use style receptacle is installed for the sole purpose to supply power to a sump pump and the face of the receptacle is labeled not GFCI protected. Receptacles installed in accordance with this exception shall not be considered as meeting the requirement of Section E3901.9.

(Ord. No. 2435, § I, 3-1-2021, eff. 6-1-2021)

ORDINANCE NO. 2518

AN ORDINANCE AMENDING CHAPTER IV OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "BUILDINGS AND CONSTRUCTION" BY AMENDING ARTICLE 2 "INTERNATIONAL RESIDENTIAL CODE" SECTIONS 4-214 (A TABLE OF INSULATION REQUIREMENTS) AND 4-216 "AMENDMENT TO SECTION N1106.4 – ERI-BASED COMPLIANCE" AND REPEALING THE PREVIOUS SECTIONS SO AMENDED.

WHEREAS, the City of Prairie Village currently has adopted the 2018 ICC Building Codes, including standards for insulation and energy ratings and scores; and

WHEREAS, the City Council has considered and evaluated potential amendments to the 2018 ICC Building Codes, and desires to clarify and identify rights, obligations, and standards concerning insulation and energy ratings and scores.

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

Section 1. Section 4-214 of Chapter IV, Article 2, of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

**4-214. - AMENDMENTS TO TABLE N1102.1.2 IN SECTION R401.1.2 –
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT.**

Table N1102.1.2 in Section R401.1.2 of the 2018 IRC is hereby amended to read as follows:

TABLE N1102.1.2 (R402.1.2)
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT ^a

Climate zone	Fenestration U-factor (b)	Skylight U-factor (b)	Glazed Fenestration SHGC (b) (e)	Ceiling R-value	Wood Frame wall R-value	Mass wall R-value (i)	Floor R-value	Basement wall R-value (c)	Slab R-value & Depth (d)	Crawl Space Wall R-value (c)
4 not marine	0.32	0.55	0.40	49	20 or 13+ 5 (h)	8/13	19	10/13	10/2ft	10/13

For SI: 1 foot = 304.8 mm.

NR = Not Required.

a. R-values are minimums. U-factors and SHGC are maximums. Where insulation is installed in a cavity, that is less than the label or design thickness of the insulation, the installed R-value shall not be less than the R-value specified in the table.

b. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.

c. "10/13" means R-10 continuous insulation on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement walls.

d. R-5 insulation shall be provided under the full slab area of a heated slab.

e. There shall be no SHGC requirements in the Marine zone.

f. Basement wall insulation shall not be required in warm-humid locations as defined by figure N1101.7 and Table N1101.7

g. Alternatively, insulation sufficient to fill the framing cavity providing not less than R-value of R-19.

h. The first value is cavity insulation, the second value is continuous insulation. Therefore, as an example, "13+5" means R-13 cavity insulation plus R-5 continuous insulation.

i. Mass walls shall be in accordance with section N1102.2.5. The second R-value applies where more than half of the insulation is on the interior of the mass wall.

Section 2. Section 4-216 of Chapter IV, Article 2, of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

4-216. - AMENDMENT TO SECTION N1106.4 – ERI and HERS BASED COMPLIANCE

A new Section N1106.4 is hereby added to the 2018 IRC, as adopted by the City, to read as follows:

N1106.4 ERI-based compliance. Compliance based on an ERI or HERS analysis requires that the rated design be shown to have a score less than or equal to the appropriate value of 62 when compared to the ERI or HERS reference design. Where on-site renewable energy is included for compliance using the ERI or HERS analysis of Section N1106.4, the building shall meet mandatory requirements of Section N1106.2, and the building thermal envelope shall be greater than or equal to the levels of efficiency and SHGC in Table N1102.1.2 or Table N1102.1.4.

Section 3. Sections 4-214 and 4-216 of Chapter IV, Article 2, of the Code of the City of Prairie Village, Kansas, 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 4. This ordinance shall take effect January 1, 2027.

PASSED by the City Council of the City of Prairie Village, Kansas on _____, 2026.

APPROVED:

Eric Mikkelsen, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

Alex J. Aggen, City Attorney

SENATE BILL No. 418

AN ACT concerning housing; relating to new housing development; enacting the by-right housing development act providing a streamlined permit approval process for by-right housing developments; allowing for third-party review of new residential construction development documents and inspection of improvements; requiring political subdivisions to allow certain building provisions for certain single-family residences of a certain size; excluding owner initiated rezoning to a single-family residential district from protest petition provisions; providing for all land within the corporate limits of a city that is zoned for any type of residential use to be considered zoned for single-family residential use; amending K.S.A. 12-757 and 12-758 and repealing the existing sections.

Be it enacted by the Legislature of the State of Kansas:

New Section 1. (a) (1) This section shall be known and may be cited as the by-right housing development act.

(2) The purpose of this section is to promote the development of housing by streamlining the approval process for by-right housing development, including single-family homes, townhouses and accessory dwelling units (ADUs). By facilitating the construction of additional housing units, this section aims to address statewide housing shortages and promote affordability.

(b) For the purposes of this section:

(1) "Accessory dwelling unit" or "ADU" means a secondary housing unit that is subordinate to the primary dwelling unit on the same lot and may include a separate kitchen, bathroom and entrance.

(2) "By-right housing development" refers to the approval of proposed housing projects as a matter of right without the need for discretionary review or approval if such projects comply with established land use regulations and:

(A) Do not require federal or state discharge permits or stormwater drainage studies;

(B) have a maximum of 12 attached units as part of any townhouse project;

(C) comply with the condition that the construction of public infrastructure extensions or improvements:

(i) Is not required for the development;

(ii) has been completed; or

(iii) is a condition of the regulatory authority's approval of the application for a by-right housing development that has been agreed to by the applicant;

(D) would not increase impervious surface in a manner that adversely affects drainage into a special flood hazard area as defined by any adopted floodplain management ordinance, as designated by the Kansas department of agriculture's division of water resources or other office designated by the governor or by law; and

(E) are not located within a district listed on the national register of historic places or otherwise subject to historic preservation review under applicable state, federal or local law.

(3) "Single-family home" means a detached or semi-detached dwelling arranged, intended or designed to be occupied by a single family. A semi-detached dwelling is also known as a duplex.

(4) "Townhouse" means a single-family dwelling unit constructed in a group of three or more attached units in which each unit extends from foundation to roof with a yard or public way on not less than two sides.

(c) By-right housing development. (1) All proposed housing developments, including single-family homes, townhouses and accessory dwelling units (ADUs), that meet the definition of a by-right housing development pursuant to subsection (b)(2) and the criteria outlined in the zoning code and land use regulations shall be approved by-right, without the need for discretionary review or approval by planning commissions, zoning boards or other regulatory bodies.

(2) A complete application for a by-right housing development that demonstrates that such development meets the criteria outlined in the zoning code and land use regulations shall be deemed approved unless the application is denied within 30 days of receipt by the permitting or regulatory authority, or within 60 days for an application that requires approval of a subdivision plat pursuant to K.S.A. 12-752, and amendments thereto, or within 90 days for an application that requires approval of a subdivision plat of more than 40 single-family homes pursuant to K.S.A. 12-752, and amendments thereto. Notwithstanding the foregoing, a subdivision plat shall not be deemed approved unless such plat complies with all applicable subdivision statutes and regulations adopted pursuant to K.S.A. 12-752, and amendments thereto.

(d) *Monitoring and compliance.* (1) Regulatory authorities shall monitor compliance with approved by-right housing developments to ensure adherence to applicable regulations and standards.

(2) Noncompliance with by-right approvals may result in enforcement actions, such as fines, penalties or project modifications to bring the development into compliance.

(e) *Restrictive covenants or condominium association or homeowners association regulations.* Nothing in this section shall be construed to invalidate or limit the legality, enforceability or effect of restrictive covenants or condominium association or homeowners association regulations. Courts shall recognize and enforce such covenants and regulations in accordance with applicable laws.

(f) *Appeal of denied permit application.* (1) An appeal of a denied by-right housing development permit application pursuant to this section shall adhere to the provisions of K.S.A. 12-760, and amendments thereto, except that if the regulatory authority has established an administrative appeal process to consider such appeals, such administrative appeal process may be completed first. Notwithstanding any provisions of law to the contrary, the court reviewing a denied permit application for a by-right housing development shall review the decision of the permitting authority de novo. The inquiry in such a case shall extend to the questions of whether the permitting authority proceeded without, or in excess of, jurisdiction, whether there was a fair process and whether there was any abuse of discretion.

(2) For the purpose of this section, abuse of discretion is established if the court determines that the permitting authority's findings are not supported by clear and convincing evidence in light of the record as a whole.

(3) If the court overturns the denial, the court may remand the matter to the permitting authority or direct the permitting authority to grant the permit.

(4) The court retains the authority to exercise equitable authority where appropriate and may, upon a finding that the permitting authority acted in bad faith, award reasonable attorney fees and costs to a prevailing applicant. In no circumstances shall attorney fees or costs be awarded to the government or a third party challenging a permit.

New Sec. 2. (a) For the purposes of this section:

(1) "Development document" means a document, including an application for a plat, plan or development permit, related to the development of or improvement to land for new residential construction that is required by law, ordinance, rule or other measure to be approved by a regulatory authority in order for a person to initiate, engage in or complete the development or improvement.

(2) "Development inspection" means the inspection of an improvement to land for new residential construction required by a

regulatory authority as part of a project to develop the land for residential construction or construct or improve an improvement to the land for new residential construction.

(3) "Development permit" means a permit required by a regulatory authority to develop land for new residential construction or construct or improve an improvement to land for new residential construction.

(4) "Regulatory authority" means the governing body of a political subdivision or a department, board, commission or other entity of the political subdivision responsible for processing or approving a development document or conducting a development inspection that has elected to be subject to this section.

(b) *Third-party review of development documents or inspection of improvements in consenting political subdivisions.* The governing body of a political subdivision may elect to be subject to this section by the adoption of an appropriate ordinance or resolution by a majority vote of the governing body.

(1) If a regulatory authority does not approve, conditionally approve or deny a development document within 30 days of receipt, any required review of the document may be performed by a person:

- (A) Other than:
 - (i) The applicant; or
 - (ii) a person whose work is the subject of the application; and
- (B) who is:
 - (i) Employed by the regulatory authority to review development documents;
 - (ii) employed by another political subdivision to review development documents, if the regulatory authority has approved the person to review development documents; or
 - (iii) a licensed professional engineer as defined in K.S.A. 74-7003, and amendments thereto.

(2) If a regulatory authority does not conduct a required development inspection within 30 days after receipt of a request for an inspection, the inspection may be conducted by a person:

- (A) Other than:
 - (i) The owner of the land or improvement to the land that is the subject of the inspection; or
 - (ii) a person whose work is the subject of the inspection; and
- (B) who is:
 - (i) Certified to inspect buildings by the international code council;
 - (ii) employed by the regulatory authority as a building inspector;
 - (iii) employed by another political subdivision as a building inspector, if the regulatory authority has approved the person to perform inspections; or
 - (iv) a licensed professional engineer as defined in K.S.A. 74-7003, and amendments thereto.

(c) *Additional fee prohibited.* A regulatory authority may not impose an additional fee related to the review of a development document or the inspection of an improvement conducted under subsection (b).

(d) *Third-party requirements.* (1) A person who reviews a development document or conducts a development inspection under subsection (b) shall:

- (A) Review the document, conduct the inspection and take all other related actions in accordance with all applicable provisions of law; and
- (B) not later than 15 days after the date that the person completes the review or inspection, provide notice to the regulatory authority of the results of the review or inspection.

(2) A regulatory authority may prescribe a reasonable format for

the notice required under paragraph (1).

(e) *Waiver prohibited.* A regulatory authority may not request or require an applicant to waive a deadline or other procedure under this section.

(f) Appeal. (1) Notwithstanding any provision of law to the contrary, an aggrieved person may appeal to the governing body of a political subdivision or to an appeal board established by such governing body:

(A) A decision to conditionally approve or deny a development document made by the regulatory authority for the political subdivision or a person authorized by subsection (b)(1) to perform the review of the document; or

(B) a decision regarding a development inspection conducted by the regulatory authority or a person authorized by subsection (b)(2) to perform the inspection.

(2) An aggrieved person shall file the appeal under this subsection not later than 15 days after the date that the decision being appealed is made.

(3) Notwithstanding any provision of law to the contrary, if the governing body or designated appeal board hearing the appeal does not affirm or modify the decision being appealed by a majority vote within 60 days after the date that the appeal is filed, then:

(A) The development document that is the subject of the appeal shall be deemed approved; or

(B) the development inspection that is the subject of the appeal shall be considered to be waived by the governing body or designated appeal board.

New Sec. 3. (a) Notwithstanding any provision of law to the contrary, for new construction of single-family residences that are less than 2,500 square feet of total livable floor area, or gross floor area minus garages and basements, in size, and are constructed on each such residence's own separate lot or parcel with its own individual legal description, all political subdivisions shall allow the following:

(1) Use of any of the following, at the discretion of the political subdivision:

(A) The 2018 edition of the international residential code (IRC);

(B) the version of the 2018 edition of the IRC previously adopted by the political subdivision; or

(C) the version of the 2018 edition of the IRC adopted by another political subdivision;

(2) construction of single-car garages;

(3) only one side of architectural finish; and

(4) a minimum residential lot size of 3,000 square feet subject to any reasonable setback requirements that avoid unwarranted hardship yet protect the public welfare and safety.

(b) Any part of any building code, ordinance, resolution, regulation or rule of any political subdivision that violates this section shall be null and void as applied to such property.

(c) For purposes of this section, "political subdivision" means any county, city, unified government or any other political or taxing subdivision of the state of Kansas, or an administrative unit thereof, with authority to regulate the new construction of single-family residences.

Sec. 4. K.S.A. 12-757 is hereby amended to read as follows: 12-757. (a) The governing body, from time to time, may supplement, change or generally revise the boundaries or regulations contained in zoning regulations by amendment. A proposal for such amendment may be initiated by the governing body or the planning commission. If such proposed amendment is not a general revision of the existing

regulations and affects specific property, the amendment may be initiated by application of the owner of property affected. Any such amendment, if in accordance with the land use plan or the land use element of a comprehensive plan, shall be presumed to be reasonable. The governing body shall establish in ~~its~~ *such governing body's* zoning regulations the matters to be considered when approving or disapproving a rezoning request. The governing body may establish reasonable fees to be paid in advance by the owner of any property at the time of making application for a zoning amendment.

(b) All such proposed amendments first shall be submitted to the planning commission for recommendation. The planning commission shall hold a public hearing thereon, shall cause an accurate written summary to be made of the proceedings, and shall give notice in like manner as that required for recommendations on the original proposed zoning regulations provided in K.S.A. 12-756, and amendments thereto. Such notice shall fix the time and place for such hearing and contain a statement regarding the proposed changes in regulations or restrictions or in the boundary or classification of any zone or district. If such proposed amendment is not a general revision of the existing regulations and affects specific property, the property shall be designated by legal description or a general description sufficient to identify the property under consideration. In addition to such publication notice, written notice of such proposed amendment shall be mailed at least 20 days before the hearing to all owners of record of real property within the area to be altered and to all owners of record of real property located within at least 200 feet of the area proposed to be altered for regulations of a city and to all owners of record of real property located within at least 1,000 feet of the area proposed to be altered for regulations of a county. If a city proposes a zoning amendment to property located adjacent to or outside the city's limits, the area of notification of the city's action shall be extended to at least 1,000 feet in the unincorporated area. Notice of a county's action shall extend 200 feet in those areas where the notification area extends within the corporate limits of a city. All notices shall include a statement that a complete legal description is available for public inspection and shall indicate where such information is available. When the notice has been properly addressed and deposited in the mail, failure of a party to receive such notice shall not invalidate any subsequent action taken by the planning commission or the governing body. Such notice is sufficient to permit the planning commission to recommend amendments to zoning regulations ~~which~~ *that* affect only a portion of the land described in the notice or ~~which~~ *that* give all or any part of the land described a zoning classification of lesser change than that set forth in the notice. A recommendation of a zoning classification of lesser change than that set forth in the notice shall not be valid without republication and, where necessary, remailing, unless the planning commission has previously established a table or publication available to the public ~~which~~ *that* designates what zoning classifications are lesser changes authorized within the published zoning classifications. At any public hearing held to consider a proposed rezoning, an opportunity shall be granted to interested parties to be heard.

(c) (1) Whenever five or more property owners of record owning 10 or more contiguous or noncontiguous lots, tracts or parcels of the same zoning classification initiate a rezoning of ~~their~~ *such owners'* property from a less restrictive to a more restrictive zoning classification, such amendment shall require notice by publication and hearing in like manner as required in subsection (b) ~~of this section~~. Such zoning amendment shall not require written notice and shall not

be subject to the protest petition provision of subsection (f) ~~of this section.~~

(2) *Whenever a property owner that is not a city or county initiates a rezoning of such owner's property to a single-family residential district, such amendment shall require notice by publication and hearing in like manner as required in subsection (b). Such zoning amendment shall not require written notice and shall not be subject to the protest petition provisions of subsection (f).*

(3) Whenever a city or county initiates a rezoning from a less restrictive to a more restrictive zoning classification of 10 or more contiguous or noncontiguous lots, tracts or parcels of the same zoning classification having five or more owners of record, such amendment shall require notice by publication and hearing in like manner as that required by subsection (b) ~~of this section.~~ In addition, written notice shall be required to be mailed to only owners of record of the properties to be rezoned and only such owners shall be eligible to initiate a protest petition under subsection (f) ~~of this section.~~

(d) Except as provided in subsection (g) and unless otherwise provided by this act, the procedure for the consideration and adoption of any such proposed amendment shall be in the same manner as that required for the consideration and adoption of the original zoning regulations. A majority of the members of the planning commission present and voting at the hearing shall be required to recommend approval or denial of the amendment to the governing body. If the planning commission fails to make a recommendation on a rezoning request, the planning commission shall be deemed to have made a recommendation of disapproval. When the planning commission submits a recommendation of approval or disapproval of such amendment and the reasons therefor, the governing body may: (1) Adopt such recommendation by ordinance in a city or by resolution in a county; (2) override the planning commission's recommendation by a $\frac{2}{3}$ majority vote of the membership of the governing body; or (3) return such recommendation to the planning commission with a statement specifying the basis for the governing body's failure to approve or disapprove. If the governing body returns the planning commission's recommendation, the planning commission, after considering the same, may resubmit ~~its~~ *the planning commission's* original recommendation giving the reasons therefor or submit new and amended recommendation. Upon the receipt of such recommendation, the governing body, by a simple majority thereof, may adopt or may revise or amend and adopt such recommendation by the respective ordinance or resolution, or ~~it~~ *the governing body* need take no further action thereon. If the planning commission fails to deliver ~~its~~ *the planning commission's* recommendation to the governing body following the planning commission's next regular meeting after receipt of the governing body's report, the governing body shall consider such course of inaction on the part of the planning commission as a resubmission of the original recommendation and proceed accordingly. The proposed rezoning shall become effective upon publication of the respective adopting ordinance or resolution.

(e) If such amendment affects the boundaries of any zone or district, the respective ordinance or resolution shall describe the boundaries as amended, or if provision is made for the fixing of the same upon an official map ~~which that~~ has been incorporated by reference, the amending ordinance or resolution shall define the change or the boundary as amended, ~~shall~~ order the official map to be changed to reflect such amendment, ~~shall~~ amend the section of the ordinance or resolution incorporating the same and ~~shall~~ reincorporate such map as amended.

(f) (1) Except as provided in subsection (g), whether or not the planning commission approves or disapproves a zoning amendment, if a protest petition against such amendment is filed in the office of the city clerk or the county clerk within 14 days after the date of the conclusion of the public hearing pursuant to the publication notice, signed by the owners of record of 20% or more of any real property proposed to be rezoned or by the owners of record of 20% or more of the total real property within the area required to be notified by this act of the proposed rezoning of a specific property, excluding streets and public ways and property excluded pursuant to paragraph (2) ~~of this subsection~~, the ordinance or resolution adopting such amendment shall not be passed except by at least a $\frac{3}{4}$ vote of all of the members of the governing body.

(2) For the purpose of determining the sufficiency of a protest petition, if the proposed rezoning was requested by the owner of the specific property subject to the rezoning or the owner of the specific property subject to the rezoning does not oppose in writing such rezoning, such property also shall be excluded when calculating the "total real property within the area required to be notified" as that phrase is used in paragraph (1) ~~of this subsection~~.

(g) An ordinance or resolution adopting a zoning amendment for mining operations subject to K.S.A. 49-601 et seq., and amendments thereto, regardless of a protest petition or failure to recommend by the planning commission shall only require a majority vote of all members of the governing body.

(h) Zoning regulations may provide additional notice by providing for the posting of signs on land ~~which~~ *that* is the subject of a proposed rezoning; for the purpose of providing notice of such proposed rezoning.

Sec. 5. K.S.A. 12-758 is hereby amended to read as follows: 12-758. (a) Except as otherwise provided by this section and K.S.A. 12-770 and 12-771, and amendments thereto, regulations adopted under authority of this act shall not apply to the existing use of any building or land; but shall apply to any alteration of a building to provide for a change in use or a change in the use of any building or land after the effective date of any regulations adopted under this act. If a building is damaged by more than 50% of its fair market value, such building shall not be restored if the use of such building is not in conformance with the regulations adopted under this act.

(b) Except for flood plain regulations in areas designated as a flood plain, regulations adopted by a city pursuant to K.S.A. 12-715b, and amendments thereto, or a county pursuant to this act shall not apply to the use of land for agricultural purposes, nor for the erection or maintenance of buildings thereon for such purposes so long as such land and buildings are used for agricultural purposes and not otherwise.

(c) Notwithstanding any provision of law to the contrary, all land within the corporate limits of a city that is zoned for any type of residential use shall be considered zoned for single-family residential use in addition to any other zoning adopted by the city for such land. This provision shall not limit a city's ability to impose reasonable regulations related to setbacks, the provision of development and performance standards, utility and subdivision standards, future provisions for street and utility connections, grading plans and platting the property that are related to single-family residential developments of land not zoned for single-family residential use.

Sec. 6. K.S.A. 12-757 and 12-758 are hereby repealed.

Sec. 7. This act shall take effect and be in force from and after its publication in the statute book.

I hereby certify that the above BILL originated in the
SENATE, and passed that body

SENATE adopted

Conference Committee Report _____

President of the Senate.

Secretary of the Senate.

Passed the HOUSE

as amended _____

HOUSE adopted

Conference Committee Report _____

Speaker of the House.

Chief Clerk of the House.

APPROVED _____

Governor.

UPCOMING MEETINGS AND EVENTS
Monday, July 20, 2026

JazzFest Committee	07/28/2026	5:30 p.m.
City Council	08/03/2026	6:00 p.m.
Planning Commission	08/04/2026	6:00 p.m.
Diversity Committee	08/11/2026	4:30 p.m.
City Council	08/17/2026	6:00 p.m.
=====		