

Members of the Governing Body will participate in a hybrid-meeting format. The public may attend the meeting in person or view it online at <https://www.facebook.com/CityofPrairieVillage>.

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, December 20, 2021
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**

First Washington update - Gregg Zike

VII. PUBLIC PARTICIPATION

If you would like to speak live during the public participation portion of the meeting and would prefer to do so remotely, please notify City Clerk Adam Geffert at cityclerk@pvkansas.com, and provide your name and address prior to 3 p.m. on December 20. The City will provide you with a link to join the meeting and will call on those who signed up to speak for up to 3 minutes once public participation begins. Alternatively, you may speak in-person at the meeting without signing up beforehand.

To submit written comment to the Council, please email cityclerk@pvkansas.com prior to 3 p.m. on December 20 to 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.

By Staff

- 1. Approval of regular City Council meeting minutes - December 6, 2021
- 2. Approval of expenditure ordinance #3009
- 3. Consider reappointment of City Municipal Judges and Prosecutor; approve Pro Tem City Prosecutor

IX. COMMITTEE REPORTS

Planning Commission

PC2021-123: Consider accepting the Planning Commission's recommendation and approving Ordinance 2464 by amending the zoning regulations related to site plan applicability, fences and walls, and sign standards for multi-tenant buildings)
Jamie Robichaud

X. MAYOR'S REPORT

XI. STAFF REPORTS

Meadowbrook bond refinance update
Jeff White

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2021-90 Consider approval of the 2022 legislative platform
Jamie Robichaud

COU2021-91 Consideration of Resolution approving the execution and delivery of an agreement to release and assign the City's opioid claims to the Kansas Attorney General and certifying costs attributable to substance abuse and addiction mitigation in excess of \$500
Tim Schwartzkopf

XIV. COUNCIL COMMITTEE OF THE WHOLE (Council President presiding)

COU2021-92 Consider service agreement for Public Works project management software
Keith Bredehoeft

XV. EXECUTIVE SESSION

XVI. ANNOUNCEMENTS

XVII. ADJOURNMENT

If any individual requires special accommodations - for example, qualified interpreter, large print, reader, etc., please notify the City Clerk at 913-385-4616, no later than 48 hours prior to the beginning of the meeting. If you are unable to attend this meeting, comments may be received by e-mail at cityclerk@pvkansas.com.



Prairie Village City Council Presentation

December 20, 2021



AGENDA

- 2021 Capital Investments and Improvements
- Community Engagement
- Tenant Renewals and New Deals
- Corinth Quarter Update
- 2022 Looking Ahead



2021 Capital Investments & Improvements

The Shops of Prairie Village

- LED upgrade
- Stormwater Culvert repairs
- 7070 Mission (Previously Macy's) Interior Demolition
- 6940 Mission (Previously US Bank) Construction Kick-off
- Property beautification – planters, trashcans, parking signage enhancements

2021 Capital Investments & Improvements

Culvert Repairs



2021 Capital Investments & Improvements

7070 Mission Interior Demolition



2021 Capital Investments & Improvements

Property Beautification- Planters, Trashcans, Signage



2021 Capital Investments & Improvements

Corinth Square

- LED upgrade
- Large parking lot mill and overlay project
- Property beautification- stone restoration, new trashcans, parking signage
(12/21)

2021 Capital Investments & Improvements

LED Upgrade



2021 Capital Investments & Improvements

Parking lot mill and overlay project



2021 Capital Investments & Improvements

Property Beautification- stone repairs and new trashcans



Community Engagement

The Shops of Prairie Village

- Summer Concert Series, Lancer Day, Trick or Treat, Holiday Open House
- NEJC Chamber ribbon cuttings
- Food waste composting
- Operation Breakthrough School Supply Drive

Community Engagement

Corinth Square

- KU Kickoff, Trick or Treat, Holiday Open House December 2nd
- Operation Breakthrough school supply drive
- NEJC Chamber ribbon cuttings

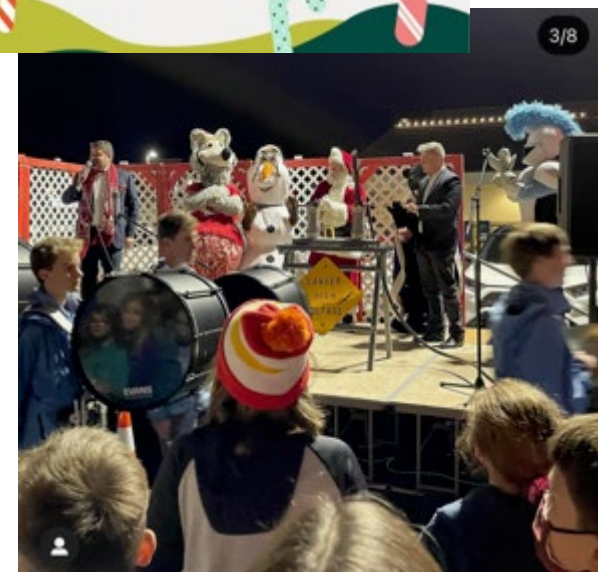
City of Prairie Village

- Ripple Glass Recycling, Mayor's Holiday Tree Lighting

Community Engagement



Community Engagement



Renewals and New Leases

brookside
Optical



RIMANN
LIQUORS



Dolce
BAKERY



Pride
CLEANERS



Scratch
GOURMET EXPRESS

Renewals and New Leases



MADE IN
Kansas City



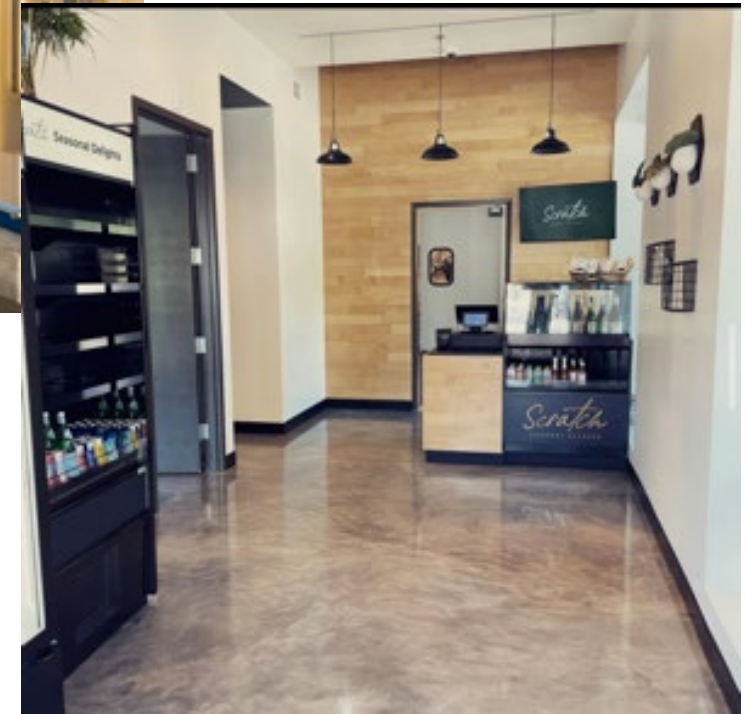
Renewals and New Leases



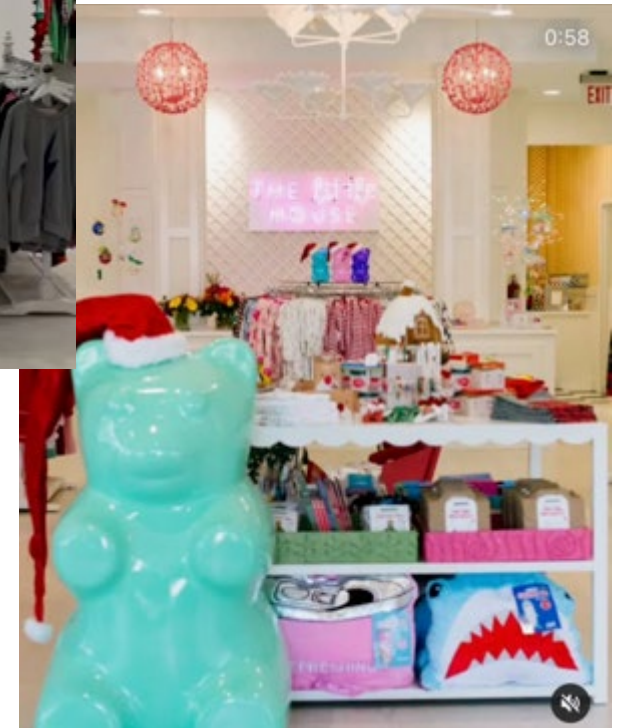
CLUB PILATES®



Grand Openings – Scratch



Grand Openings – The Little House



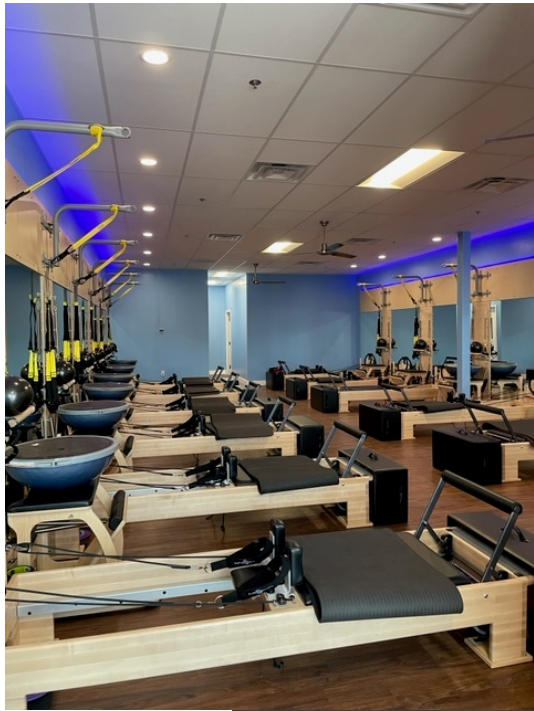
Grand Openings – Stretch Zone



Corinth Quarter Update



Corinth Quarter Grand Openings



Corinth Quarter Grand Openings



Looking Ahead – 2022

- 7070 Mission Redevelopment
- 6940 Mission Redevelopment
- FWR Regional Office Open
- Roof replacements and ongoing large-scale maintenance – Parking lot, brick and stucco, trash enclosures and concrete/sidewalk maintenance
- Continue to work with current and prospective tenants to provide great merchandising for our patrons



Thank you,
First Washington Realty Team

Michelle Pitsenberger, CPM, RPA
Vice President – Property Management
mpitsenberger@firstwash.com
Phone: 816.399.3537





**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
DECEMBER 6, 2021**

The City Council of Prairie Village, Kansas, met in regular session on Monday, December 6, 2021, at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda for December 6, 2021. Mrs. McFadden seconded the motion, which passed unanimously.

INTRODUCTION OF STUDENTS AND SCOUTS

Members of the Teen Council and two students from Shawnee Mission East were in attendance.

PRESENTATIONS

- Mayor Mikkelson read proclamations citing the accomplishments of outgoing Councilmembers Jori Nelson, Tucker Poling, Sheila Myers and Dan Runion.
- Mayor Mikkelson swore in new Councilmembers Cole Robinson, Lauren Wolf, Dave Robinson and Greg Shelton, as well as re-elected Councilmembers Ron Nelson and Terrence Gallagher.
- Rebecca Galati, Evergy Senior Customer Solutions Manager and Community Liaison, provided an update on continuing electrical service improvements in the City.



PUBLIC PARTICIPATION

- The following residents spoke in opposition to a proposed sidewalk on the east side of Nall Avenue between 79th Street and 83rd Street:
 - Debbie McDonald, 8115 Nall Avenue
 - Patricia Allman, 8211 Nall Avenue
 - Michael Shook, 5501 W. 81st Street

CONSENT AGENDA

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

1. Approval of regular City Council meeting minutes - November 15, 2021
2. Approve the issuance of cereal malt beverage licenses for 2022
3. Consider Resolution 2021-23 approving the Prairie Village Arts Council artist receptions in 2022 as special events promoting the arts to allow the serving of free alcohol
4. Consider agreement with Berberich, Trahan and Co., P.A. to audit the City's 2021 financial statements
5. Consider bid award for electrical services
6. Consider bid award for painting services
7. Consider bid award for tree planting services
8. Consider bid award for material testing services

Mrs. McFadden made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: "aye": Herring, C. Robinson, Selders, Nelson, Wolf, Limbird, D. Robinson, Reimer, Shelton, McFadden, Graves, Gallagher. The motion passed unanimously.

COMMITTEE REPORTS

- Ms. Limbird provided an Arts Council update, stating that a "Strength in Diversity" show would open in the new gallery at the Meadowbrook Park clubhouse in January, and run through March. The show was developed in partnership with the Diversity Committee, the Johnson County Park and Recreation District, and the Johnson County Arts and Heritage Center.

Additionally, the Arts Council partnered with the Arts Council of Johnson County to sponsor the first-place award for literature for the "Shooting Stars" program for high school seniors. A call for entry recently closed for two new sculptures to be placed at the Meadowbrook Shopping Center in May. Ms. Limbird noted that VanTrust Realty had donated to the "[Parade of Hearts](#)" project, and that a piece of public art



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would likely be placed at Meadowbrook Park. Lastly, the annual Prairie Village Art Fair would be held at the Village Shops June 10 - 12, 2022.

Ms. Limbird shared that the City was participating in the Racial Equity in Communities pilot program, and recently met with United Community Services and representatives from several other Johnson County communities.

- Ms. Reimer said that Teen Council members provided support at both the Mayor's holiday tree lighting and gingerbread house building events for the Prairie Village Foundation.

Ms. Reimer also noted that United Community Services' Drug and Alcoholism Council met on November 18 to discuss and approve priorities for 2023 - 2028. The Council will next meet in January.

- Mr. Graves reported that the Environmental Committee held its final meeting of the year on December 1. The committee reviewed emissions reports developed by Dynamhex and considered how the data could be used in the future. Initiatives for 2022 were also discussed.

MAYOR'S REPORT

- The Mayor stated the refunding of the Meadowbrook bonds had been priced, and that they were expected to save Prairie Village taxpayers over \$1.4 million. He added that the Dial senior living center had partially opened, and that park improvements were underway.
- The Mayor provided an update on the COVID-19 pandemic, noting that boosters were widely available, and that Prairie Village zip code 66208 had a vaccination rate of 83% of the eligible population ages five and up. He added that Johnson County cases were increasing again, though hospitalizations and deaths remained stable.
- The City hosted the Johnson County/Wyandotte County Mayors Dinner on December 1 at Fiorella's in Overland Park.
- The Mayor noted that the Mayor's Christmas Tree Lighting event on December 1 was successful, raising a significant amount of money for the Prairie Village Foundation. A gingerbread house building event was also held on December 5.
- The Mayor acknowledged the passing of former Kansas Senator Bob Dole.
- The Johnson County Charter Commission met earlier in the day on December 6.
- The Mayor, Councilmembers and staff attended a Northeast Johnson County Chamber of Commerce dinner, at which Courtney McFadden was named Chairman of the Board.
- The Mayor attended the Kansas City Chamber of Commerce dinner on November 24.
- The Mayor attended United Community Services' virtual annual meeting, and noted that he would begin serving as a board member in January.



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- The Mayor stated that he had been appointed to the Mid-America Regional Council Board of Directors as an alternate member, representing the Council of Mayors, beginning in 2022.
- The Mayor, along with several Councilmembers and staff, attended the League of Kansas Municipalities dinner on November 30, which was hosted by the City at the Meadowbrook Park clubhouse.
- The Mayor attended a memorial service for former Representative Dennis Moore on November 18.
- The Mayor attended a retirement party for Overland Park Mayor Carl Gerlach on December 3.
- The Mayor noted that committee request forms had been provided to Councilmembers, and were due by December 20.
- The Mayor and Ms. Selders attended a meeting on December 4 to discuss a Martin Luther King, Jr. Day event at Village Church on January 16. The event will be coordinated with the Johnson County NAACP and Stand Up for Black Lives Matter+ of Prairie Village.
- The Mayor noted that the Prairie Village volunteer appreciation dinner would be held on December 11.
- The Mayor and Ms. Buum planned to meet with the Faith Always Wins Foundation to discuss the City's participation in Seven Days.
- The Mayor stated that the remote participation policy would be reviewed at an upcoming Council meeting.
- The Mayor said that planning for the annual Council retreat had begun.
- A Northeast Johnson County Chamber of Commerce holiday lunch was planned for December 17.

STAFF REPORTS

- Mr. Jordan reported that the League of Kansas Municipalities was writing a community profile on Prairie Village, which would appear in an upcoming issue of the Kansas Government Journal.
- Chief Roberson stated that the annual "Tip-a-Cop" event was held at Johnny's restaurant on December 2. The event raised \$1,300 for the Special Olympics. Additionally, the Police Department partnered with the Johnson County Mental Health Department to hire a new co-responder, who will start on December 27.
- Mr. Geffert said that the application opening date for the tax rebate program would be delayed a week to Monday, January 10, 2022, to ensure residents receive information about the program in the January issue of the Village Voice first.

OLD BUSINESS

There was no old business to come before the Council.



NEW BUSINESS

COU2021-84 Consider reappointment of Deputy City Administrator

Mayor Mikkelson stated that under the terms of the Municipal Code, the Deputy City Administrator was an appointed position with a four-year term. He requested the City Council ratify the reappointment of Jamie Robichaud to serve as the Deputy City Administrator.

Mr. Herring made a motion to ratify Mayor Mikkelson's reappointment of Jamie Robichaud as Deputy City Administrator. Mr. Nelson seconded the motion, which passed unanimously.

After approval, the Mayor swore in Ms. Robichaud.

COU2021-85 Consider 2022 contribution allocation recommended by UCS for human service fund grants

Christina Ashie Guidry, Director of Resource Allocation for United Community Services of Johnson County, gave a presentation describing the core functions of the organization and its focus on education and advocacy, mobilization and planning, and targeted resource allocation. These allocations, collected from cities within Johnson County, were used to provide services to residents and improve the well-being of the community. She noted that Prairie Village had contributed to the fund since 1990.

\$10,000 had been designated in the 2022 budget for this contribution, an increase from \$8,300 in prior years. The UCS grant review committee and the UCS Board of Directors reviewed grant applications from a variety of agencies. If approved by Council, the City's contribution to UCS would be pooled with funds from other cities in Johnson County and distributed to the agencies listed in the 2022 Human Service Fund recommendation report.

Mrs. McFadden made a motion to approve the recommendation of the UCS Grant Review Committee contained in the 2022 Human Services Fund recommendation report and a contribution to UCS of \$10,000. Mr. Cole Robinson seconded the motion, which passed unanimously.

COU2021-86 Consider 2022 contribution allocation recommended by the Drug and Alcoholism Council of Johnson County for the 2022 alcohol tax funds

Ms. Guidry said that State Statutes require that one-third of the revenue derived from a state excise tax on liquor sold by the drink be used for alcohol and drug prevention or rehabilitation programs. The Drug and Alcoholism Council of Johnson County formed a



grant review process providing a structured and accountable system that allows organizations, through one application, access to funds from multiple jurisdictions.

The Council makes recommendations to cities for the expenditure of their funds. Cities have ultimate authority and responsibility for determining the allocation of their portion of the Alcohol Tax Fund. The 2022 budget included an allocation of \$44,000 from the Special Alcohol Fund, an increase from \$40,000 in previous years.

Ms. Reimer made a motion to approve the recommendations of the Drug and Alcoholism Council of Johnson County contained in the United Community Services' fund recommendations report, and approve a contribution of \$44,000 for the 2022 community programs budget. Ms. Limbird seconded the motion, which passed unanimously.

COU2021-87 Consider approval of software services agreement with OpenGov for new permitting, licensing, and code enforcement software

Ms. Robichaud stated that for several months, staff had interviewed numerous software companies that provide permitting and licensing services to local governments. After numerous software demonstrations and conversations, staff selected OpenGov Citizen Services as the top choice. OpenGov is a cloud-based ERP system that includes a customer service portal in which individuals can apply and pay for permits and licenses online as well as request building inspections. The software will allow staff to conduct all plan reviews electronically, eliminating a significant number of paper files managed and stored within the office.

Other features include a robust reporting and transparency module, in which the public can view information about active permits and licenses. The new software will allow staff to find efficiencies in day-to-day business processes and improve the customer experience. The annual software fee includes unlimited users, so there is an opportunity for the City Clerk's Department and Public Works to use the software for licensing and permitting as well at no additional cost.

The total cost of the software for 2022 is \$50,292. This fee includes a one-time set up and training fee of \$20,350 and an annual subscription fee of \$29,942. Staff was able to negotiate with OpenGov on the annual fee to be more in line with pricing from other software providers and get a rate guarantee with no annual increase for five years. The software will be paid for with remaining CARES funds to be transferred into the Equipment Reserve Fund, and \$20,000 allocated in the 2022 General Fund budget. Staff is also recommending a modification to building permit fees in 2022, including the addition of a new \$5.00 technology fee on all permits, to offset the cost of this software.

Mr. Herring made a motion to approve the software services agreement with OpenGov for new permitting, licensing and code enforcement software. Mrs. McFadden seconded the motion, which passed unanimously.



COU2021-88 Consider approval of sidewalk construction on Nall Avenue from 79th Street to 81st Street as part of the 2022 CARS project (NAAV0004)

Ms. Prenger said the proposed project encompassed the east side of Nall Avenue between 79th Street and 83rd Street, but that it would be split into two sections: 79th Street to 81st Street, and 81st Street to 83rd Street. She noted that the project included a mill and overlay of Nall Avenue, along with the replacement of curbs and gutters and repairs to the existing sidewalk on the west side of the street. The lack of a sidewalk on the east side of the street did not meet City policy for arterial roadways, which requires sidewalks on both sides of the street.

Ms. Prenger said that there were several challenges related to installing a sidewalk between 81st Street and 83rd Street, including the presence of a short stone wall roughly five feet from the curb, and a slope downward from the curb to the wall, which would cause drainage issues. In order to construct a sidewalk, part of the wall would need to be removed in order to place infill dirt for proper drainage, and the roadway, curb and gutter would need to be lowered, at a substantial cost. As a result, Public Works recommended that a sidewalk should be installed between 79th Street and 81st Street, but that the construction of the sidewalk between 81st Street and 83rd Street should be delayed until such time as the wall is no longer a physical restraint.

Ms. Reimer stated that residents in the proposed location had expressed frustration that a sidewalk plan had been repeatedly brought before them. She added that some residents indicated there were drainage issues caused by the existing sidewalk on the west side of the street. Ms. Prenger said that Public Works would inspect the sidewalk to ensure run-off issues were addressed, and that if the sidewalk was significantly damaged, the City would replace it.

After further discussion, Mrs. McFadden made a motion to approve the staff recommendation for sidewalk construction on Nall Avenue from 79th Street to 81st Street as part of the 2022 CARS project. Mr. Graves seconded the motion, which passed unanimously.

COU2021-89 Consider approval of the 2022 fee schedule

Mr. Geffert reported that an assessment of all City fees was conducted by staff each year in order to develop a single, comprehensive list of fees that accurately reflected what the City charges for services. The primary changes to the proposed 2022 fee schedule were related to building permits, which had not been increased since 2016. The proposed increases were based on an analysis of fees in surrounding cities, and would help cover the costs of Community Development staff, training, supplies and equipment. Mr. Geffert added that other fee changes for 2022 included an increase to annual solid waste services



(from \$218 to \$227), daily jail fees (from \$65 to \$75), and finger print fees (from \$5 to \$10 per card).

Ms. Reimer made a motion to approve the 2022 fee schedule as presented. Mrs. McFadden seconded the motion, which passed unanimously.

Mr. Herring made a motion that the City Council move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Ms. Limbird and passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE

Discuss the 2022 legislative platform

Ms. Robichaud noted that each year, the City Council considered and adopted a legislative platform, establishing the City's legislative priorities for the upcoming legislative session. The document is shared and discussed with local, state, and federal elected officials who represent Prairie Village, and is used by staff and the City's lobbyist when determining whether the City should submit testimony on legislation. In 2021, the Council changed the format of the platform, which included endorsing the League of Kansas Municipalities' Statement of Municipal Policy and identifying the top priorities of the City in an additional document. Staff asked the City's lobbyists, Little Government Relations, to make recommendations for the changes for the 2022 platform. Staff also asked the Councilmembers to individually send any requested changes to discuss at the meeting, which were included in the Council packet.

- **Mr. Nelson made a motion to revise the "Tax Lid Repeal" section to state the following: "We strongly oppose any state imposed limits on the taxing and spending authority of cities and counties. We believe those elected to manage the affairs of cities and counties can be most responsive to the local taxpayers and make budget and tax decisions that are most reflective of the community's needs and financial interests. State government should abide by the same taxing and spending decisions they impose on cities and counties."**

Mayor Mikkelson suggested that additional language should be included stating that if the request Mr. Nelson recommended could not be implemented, the current revenue neutral rate process include consideration for inflation and new construction adjustment in cities. Mr. Nelson agreed to amend his motion to include this language.

Mr. Herring seconded the motion, which passed unanimously.

- **Ms. Selders made a motion to add "Legalization of Marijuana" as one of the top priorities for Prairie Village with the following wording: "We support the legalization**



of marijuana and its derivatives for the purpose of improving the quality of life for individuals with medical conditions that can benefit from its use. We support the legalization of marijuana because racial disparities in marijuana enforcement are widespread and longstanding. Legalizing marijuana would correct these disparities. We support the legalization of marijuana because taxes generated from legal sales will boost our economy, fund public programs, and create new jobs. We support the legalization of marijuana because it would free up police resources and end costly enforcement.” Mr. Graves seconded the motion.

After further discussion, Ms. Selders withdrew her original motion and made a new motion that stated, “We support the legalization of recreational marijuana and its derivatives.” The motion passed 9-3, with Mr. David Robinson, Ms. Reimer and Mr. Gallagher in opposition.

- Mr. Shelton made a motion to revise the “Addressing the Climate Crisis as a Public Policy Priority” section to state the following: “We believe that climate change poses a global economic, social, and public safety crisis. We support policy makers at all levels of government elevating sustainability and decarbonization, to be included among the top line of policy priorities.” The motion was seconded by Mr. Herring and passed unanimously.
- Mr. Shelton made a motion to revise the “Local Control” section to read as follows: “Our local communities across the state are best served and residents’ values and standards are best reflected when local taxing and spending are determined by local voters and taxpayers. We support the retention and strengthening of local home rule authority to allow locally elected officials to conduct the business of their jurisdiction in a manner that best reflects the desires of their constituents and results in maximum benefit to that community. This includes matters dealing with public health and safety, such as local health orders and the ability to govern possession of firearms in public spaces in the interest of community safety.” The motion was seconded by Mr. Herring and passed unanimously.
- Mr. Herring made a motion to approve Mayor Mikkelson’s recommendation to indicate support of the Governor’s proposed reduction of the state portion of the sales tax on food, while not impacting the local sales tax portion. Mr. Nelson seconded the motion, which passed unanimously.
- Mrs. McFadden made a motion to approve Mayor Mikkelson’s recommendation to add a “Federal Funds” section that noted support for fair, transparent, and equitable distribution of state and county portions of Federal ARPA and infrastructure monies amongst cities from recent new funding bills passed in Washington, D.C. Mr. Herring seconded the motion, which passed unanimously.



PRAIRIE VILLAGE
KANSAS

Mr. Dave Robinson moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Ms. Limbird, and passed unanimously.

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Ms. Reimer made a motion to adjourn the meeting. The motion was seconded by Mr. Herring, and passed unanimously.

Mayor Mikkelsen declared the meeting adjourned at 9:16 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

December 20, 2021

Copy of Ordinance
3009

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

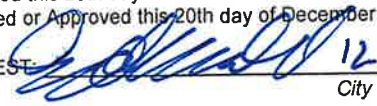
Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

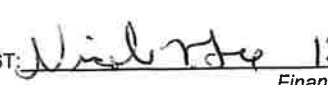
NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
25101	11/1/2021	530.00	x
25102-25107	11/5/2021	19,611.92	x
25108-25169	11/10/2021	741,543.95	x
25170-25173	11/19/2021	88,095.80	x
25174-25235	11/26/2021	440,762.30	x
Payroll Expenditures			
11/5/2021		313,568.53	x
11/19/2021		321,035.29	x
Electronic Payments			
Electronic Pmnts	11/1/2021	293.47	x
	11/2/2021	5,359.38	x
	11/9/2021	10,435.80	x
	11/10/2021	616.28	x
	11/15/2021	6,693.21	x
	11/26/2021	27,760.74	x
TOTAL EXPENDITURES:			1,976,306.67 ✓
Voided Checks	Check #	(Amount)	
Lathrop GPM	25143	(8,614.00)	✓
TOTAL VOIDED CHECKS:			(8,614.00)
GRAND TOTAL CLAIMS ORDINANCE			1,967,692.67

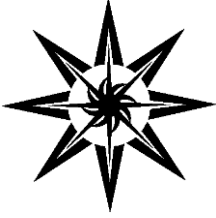
Section 2. That this ordinance shall take effect and be in force from and after its passage.

Passed this 20th day of December 2021.

Signed or Approved this 20th day of December 2021.

ATTEST:  12/16/21
City Treasurer

ATTEST:  12/18/2021
Finance Director



ADMINISTRATION

CONSENT AGENDA

Council Meeting Date: December 20, 2021

Consider Reappointment of City Municipal Judges and Prosecutor Approve Pro Tem City Prosecutor

RECOMMENDATION

Ratification of the Mayor's reappointment of the following City Officials:

Michelle Decicco	Municipal Judge
Karen Torline	Municipal Judge
Ashely Repp	City Prosecutor

Approve Pro tem City Prosecutor Adam Chingren

BACKGROUND

Under the terms of the Municipal Code, the Judge and Prosecutor positions are Mayoral appointments for two-year terms. The compensation of these offices shall be fixed by agreement.

Under the terms of the Prosecutor contract, the Pro tem City Prosecutor position is to be approved by the City. City staff and City Prosecutor Repp recommend Adam Chingren and he has agreed to serve as Pro tem City Prosecutor.

- Michelle DeCicco was appointed as Municipal Judge in January of 2016. She is a graduate of the University of Kansas and Washburn University School of Law. In addition to her private practice, she serves as Judge for Spring Hill, and Pro tem Judge and Pro tem Prosecutor for the cities of Merriam, Lenexa, Overland Park, Roeland Park, Shawnee and Miami County. The new contract includes increasing Judge DeCicco's compensation from \$435 for arraignment dockets and \$460 for plea dockets to \$448 for arraignment dockets and \$473 for plea dockets for the period of December 20, 2021 through December 31, 2022 and \$461 for arraignment dockets and \$487 for plea dockets for the period of January 1, 2023 through December 31, 2023.
- Karen Torline was appointed as Municipal Judge in January of 2017. She is a graduate of the Kansas State University and Kansas University School of Law. Ms. Torline currently serves as Municipal Judge for the cities of Shawnee and Roeland Park. The new contract includes increasing Judge Torline's compensation from \$435 for arraignment dockets and \$460 for plea dockets to \$448 for arraignment dockets and \$473 for plea dockets for the period of December 20, 2021 through December 31, 2022 and \$461 for arraignment dockets and \$487 for plea dockets for the period of January 1, 2023 through December 31, 2023.
- Ashely Repp was appointed City Prosecutor in October of 2018. Ms. Repp is a graduate of University of Missouri and University of Missouri-Kansas City School of Law. In addition to her private practice, she serves as Pro tem City Prosecutor in Shawnee and several other municipalities. The contract includes increasing Prosecutor Repp's monthly rate from \$2,000 to \$2,060 for the period of December 20, 2021 through December 31, 2022 and \$2,125 for the period of January 1, 2023 through December 31, 2023.

- Adam Chingren was recommended by City Prosecutor Repp after Jerry Merrill requested to be removed as Pro tem City Prosecutor. Adam is a graduate of University of Kansas School of Law. In addition to his private practice, he is the Prosecutor for Gardner.

Each of these individuals are invaluable in ensuring our municipal court operates fairly and efficiently. The compensation increases are recommended to remain competitive with what other cities pay for these same services. These increases will be accounted for in the 2022 and 2023 budgets.

The professional services agreements have previously been reviewed by the City Attorney.

ATTACHMENTS

Professional Services Agreement with Michelle DeCicco

Professional Services Agreement with Karen Torline

Professional Services Agreement with Ashley Repp

Résumé for Adam Chingren

PREPARED BY

Deana Scott

Court Administrator

Date: December 14, 2021

PROFESSIONAL SERVICES AGREEMENT MUNICIPAL JUDGE CONTRACT

This MUNICIPAL JUDGE CONTRACT ("Contract"), made and entered into effective as of December 20, 2021, by and between **Michelle DeCicco** (the "Judge") and the **City of Prairie Village, Kansas**, a Kansas municipal corporation (the "City").

The Judge and the City, for the mutual promises and consideration hereinafter set forth, agree as follows:

1. Scope of Work.

a. The Judge shall provide the services as described in Exhibit A (the "Work"), all as attached and incorporated herein.

b. The Judge shall be solely responsible for all means, methods, techniques and sequences for coordinating all portions of the Work. The Judge shall be responsible to the City for the acts and omissions of his or her agents and employees, and other persons performing any of the Work.

c. The Judge is free to establish and control his or her times of performance of the Work and the City shall not dictate time of performance except as required for presiding over municipal court dockets as noted in Exhibit A.

d. The Judge is not required to perform work exclusively for the City during the term of this Contract.

2. Independent Contractor. This Contract does not create an employer/employee relationship between the parties. It is the parties' intention that the Judge will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Kansas revenue and taxation laws, Kansas workers' compensation law, and Kansas unemployment insurance law. The Judge will retain sole and absolute discretion and judgment in the manner and means of carrying out the Judge's activities and responsibilities hereunder. The Judge agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Work. This Contract shall not be construed as creating any joint employment relationship between the Judge and the City, and the City will not be liable for any obligation incurred by the Judge, including, but not limited to, unpaid minimum wages and/or overtime premiums.

3. License. The Judge shall at all times hold an unrestricted license to practice law in the State of Kansas. The Judge shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4. Annual Training. The Judge is strongly encouraged to attend the annual conference for municipal judges continuing legal education conference hosted by the Kansas Supreme Court

Office of Judicial Administration ("OJA"). The OJA does not charge a fee to municipal judges for such attendance and also will reimburse Judge for hotel, travel and provide a per diem for food. To the extent that OJA does not cover those costs, they will be covered by the City. Judge will notify the Court Administrator of her ability annually to attend this conference.

5. Indemnification. The Judge shall appear, defend, indemnify and hold harmless the City, members of the City's governing body, its officers, agents, representatives, successors and assigns from and against all claims of any character or nature, demands, suits, actions and costs arising out of the Work performed under the terms of this Contract, or on account of any act or omission by the Judge or its agents, employees or representatives, or from any claims or amounts arising or recovered under workers' compensation laws or any other law, bylaw or ordinance, order, decree or any failure on the part of the Judge to fulfill the Judge's obligations under this Contract. Without limiting the generality of the preceding sentence, it is the intent of the parties to this Contract that the City shall, in all instances, be indemnified against all liability losses and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Contract. The provisions of this paragraph shall survive termination of this Contract.

6. Governing Law. This Contract shall be governed by the laws of the State of Kansas.

7. Contract Fee. The Judge shall be compensated for the Work as set forth in Exhibit A. The Judge shall provide a monthly statement for services. The City shall promptly pay amounts due to the Judge.

8. Contract Term. The term of this Contract will be for a period commencing on December 20, 2021 and continue through December 31, 2023.

9. Termination. If the Judge fails to adequately perform the services or is otherwise determined by the City to have committed misconduct, City may immediately terminate this Contract by written notice to Judge. Either party may terminate this Contract at any time, without cause, subject to an obligation to give notice in writing to the other party at least sixty (60) days prior to termination. Termination is effective sixty (60) days from the date of the written notice unless otherwise specified therein. Notwithstanding the termination, the City will remain obligated to pay the Judge all fees incurred prior thereto.

10. Rights and Remedies. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or the Judge shall constitute a waiver of any right or duty afforded the parties under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence to any briefs hereunder, except as may be specifically agreed to in writing.

11. Litigation. Should litigation be necessary to enforce any term or provision under this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if the

parties so elect in the event of a dispute hereunder.

12. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the subject matter.

13. Amendment. No amendment or modification of this Contract shall be valid or effective, unless in writing and signed by the parties to this Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed, the day and year first herein written.

JUDGE:

Sign: _____
Michelle DeCicco

**THE CITY OF PRAIRIE VILLAGE,
KANSAS**

By: _____
Eric Mikkelson
Mayor

ATTEST:

By: _____
Adam Geffert
City Clerk

APPROVED AS TO FORM:

By: _____
David E. Waters
City Attorney

EXHIBIT A
SCOPE OF WORK & CONTRACT RATE

1. The Judge shall serve as one of two municipal court judges for the City of Prairie Village, Kansas. The Judge's primary responsibilities shall include, but are not limited to, the following:
 - (a) Alternatively, with the second appointed municipal court judge, presiding over the Court's regularly scheduled dockets, including video appearances when necessary;
 - (b) Scheduling and presiding over such additional or special dockets or hearings as may from time to time be necessary for expeditious disposition of pending matters;
 - (c) Establishing or ratifying a fine schedule applicable to traffic infractions and any other violation for which a scheduled fine is permissible;
 - (d) Establishing or ratifying policies and procedures for posting and revocation of appearance bonds;
 - (e) Adjudging such convictions, acquittals and other dispositions as the evidence and law warrant;
 - (f) Imposing authorized punishment upon persons convicted of violating city ordinances;
 - (g) Issuing such subpoenas, arrest warrants and other process as court procedures and the facts and law warrant; and
 - (h) Providing such services as are required by the Hearing Officer under City Code Sec. 5-801 *et seq.* (Prohibited Discrimination in Employment, Housing, or Public Accommodations).
2. The Judge shall, in the ordinary course of his or her duties, coordinate administrative aspects of his performance hereunder with the Court Administrator or designee to ensure effective and efficient operation of the Court. Administrative matters not resolved through such coordination shall be submitted to the City Administrator for resolution; provided, that this Contract shall not be construed to require the Judge to perform any act which would violate the Code of Judicial Conduct.
3. All municipal court dockets shall be conducted in the courtroom of the Prairie Village Municipal Court, 7700 Mission Road, Prairie Village, KS 66208; provided, that if the courtroom is unavailable by reason of damage, destruction or public emergency, the City may designate another suitable location.
4. The Municipal Court dockets are held on designated Tuesdays' beginning at 8 a.m. and designated Thursdays beginning at 3:00 p.m. as more fully set forth on the City's Municipal Court Calendar. Judge and the second appointed municipal judge will mutually agree upon a schedule of dockets to be presided over by each, and in a manner that ensures coverage of all dockets.
5. The Judge will be compensated \$448 per each arraignment docket and \$473 per each plea docket presided over by Judge for the period December 20, 2021 through December 31, 2022, and \$461 per each arraignment docket and \$487 for each plea docket for the period of January 1, 2023 through December 31, 2023.

PROFESSIONAL SERVICES AGREEMENT MUNICIPAL JUDGE CONTRACT

This MUNICIPAL JUDGE CONTRACT ("Contract"), made and entered into effective as of December 20, 2021, by and between **Karen Torline** (the "Judge") and the **City of Prairie Village, Kansas**, a Kansas municipal corporation (the "City").

The Judge and the City, for the mutual promises and consideration hereinafter set forth, agree as follows:

1. Scope of Work.

a. The Judge shall provide the services as described in Exhibit A (the "Work"), all as attached and incorporated herein.

b. The Judge shall be solely responsible for all means, methods, techniques and sequences for coordinating all portions of the Work. The Judge shall be responsible to the City for the acts and omissions of his or her agents and employees, and other persons performing any of the Work.

c. The Judge is free to establish and control his or her times of performance of the Work and the City shall not dictate time of performance except as required for presiding over municipal court dockets as noted in Exhibit A.

d. The Judge is not required to perform work exclusively for the City during the term of this Contract.

2. Independent Contractor. This Contract does not create an employer/employee relationship between the parties. It is the parties' intention that the Judge will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Kansas revenue and taxation laws, Kansas workers' compensation law, and Kansas unemployment insurance law. The Judge will retain sole and absolute discretion and judgment in the manner and means of carrying out the Judge's activities and responsibilities hereunder. The Judge agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Work. This Contract shall not be construed as creating any joint employment relationship between the Judge and the City, and the City will not be liable for any obligation incurred by the Judge, including, but not limited to, unpaid minimum wages and/or overtime premiums.

3. License. The Judge shall at all times hold an unrestricted license to practice law in the State of Kansas. The Judge shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4. Annual Training. The Judge is strongly encouraged to attend the annual conference for municipal judges continuing legal education conference hosted by the Kansas Supreme Court

Office of Judicial Administration ("OJA"). The OJA does not charge a fee to municipal judges for such attendance and also will reimburse Judge for hotel, travel and provide a per diem for food. To the extent that OJA does not cover those costs, they will be covered by the City. Judge will notify the Court Administrator of her ability annually to attend this conference.

5. Indemnification. The Judge shall appear, defend, indemnify and hold harmless the City, members of the City's governing body, its officers, agents, representatives, successors and assigns from and against all claims of any character or nature, demands, suits, actions and costs arising out of the Work performed under the terms of this Contract, or on account of any act or omission by the Judge or its agents, employees or representatives, or from any claims or amounts arising or recovered under workers' compensation laws or any other law, bylaw or ordinance, order, decree or any failure on the part of the Judge to fulfill the Judge's obligations under this Contract. Without limiting the generality of the preceding sentence, it is the intent of the parties to this Contract that the City shall, in all instances, be indemnified against all liability losses and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Contract. The provisions of this paragraph shall survive termination of this Contract.

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parties so elect in the event of a dispute hereunder.

12. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the subject matter.

13. Amendment. No amendment or modification of this Contract shall be valid or effective, unless in writing and signed by the parties to this Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed, the day and year first herein written.

JUDGE:

Sign: _____
Karen Torline

**THE CITY OF PRAIRIE VILLAGE,
KANSAS**

By: _____
Eric Mikkelson
Mayor

ATTEST:

By: _____
Adam Geffert
City Clerk

APPROVED AS TO FORM:

By: _____
David E. Waters
City Attorney

EXHIBIT A
SCOPE OF WORK & CONTRACT RATE

1. The Judge shall serve as one of two municipal court judges for the City of Prairie Village, Kansas. The Judge's primary responsibilities shall include, but are not limited to, the following:
 - (a) Alternatively, with the second appointed municipal court judge, presiding over the Court's regularly scheduled dockets, including video appearances when necessary;
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 - (c) Establishing or ratifying a fine schedule applicable to traffic infractions and any other violation for which a scheduled fine is permissible;
 - (d) Establishing or ratifying policies and procedures for posting and revocation of appearance bonds;
 - (e) Adjudging such convictions, acquittals and other dispositions as the evidence and law warrant;
 - (f) Imposing authorized punishment upon persons convicted of violating city ordinances;
 - (g) Issuing such subpoenas, arrest warrants and other process as court procedures and the facts and law warrant; and
 - (h) Providing such services as are required by the Hearing Officer under City Code Sec. 5-801 *et seq.* (Prohibited Discrimination in Employment, Housing, or Public Accommodations).
2. The Judge shall, in the ordinary course of his or her duties, coordinate administrative aspects of his performance hereunder with the Court Administrator or designee to ensure effective and efficient operation of the Court. Administrative matters not resolved through such coordination shall be submitted to the City Administrator for resolution; provided, that this Contract shall not be construed to require the Judge to perform any act which would violate the Code of Judicial Conduct.
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16201 W. 95th St, Ste 270
Lenexa, Kansas
Adam@SRCLawgroup.com

(913) 909-0481

EDUCATION

University of Kansas School of Law, Lawrence,
Kansas
Juris Doctor, May 2013

- Certificate in Advocacy

University of Kansas, Lawrence, Kansas
Bachelor of Arts in Political Science, December
2009

WORK EXPERIENCE

SRC Law Group, LLC, Lenexa, Kansas

Partner, March 2019 – Present

- Provide legal assistance to clients involved in criminal cases and civil protection cases throughout Kansas and Missouri
- Representation in both District and Municipal courts

Gardner Municipal Prosecutor's Office

Prosecutor, October 2020 – Present

- Represent the city in all criminal misdemeanor cases arising within the jurisdiction of Gardner, Kansas.
- Handling of all traffic and misdemeanor crimes taken place within Gardner's jurisdiction

Johnson County Kanas Public Defender's Officer, Olathe, Kansas

Public Defender, May 2015 – March 2019

- Handled over 500 cases for defense of indigent persons charged with felony offenses;
- Interview clients and make initial decisions concerning such things as bail, release from custody, and mental competency to stand trial; determine need for expert witnesses;
- Prepare the drafting of briefs, memoranda, pleadings, and motions; conduct legal research, pre-trial hearings, and other proceedings;
- First and second chair jury trial experience

Cordell and Cordell, P.C., Overland Park, Kansas

Associate Attorney, January 2015 – May 2015

- Representing clients in various domestic relations cases including divorce, modification of custody and support, declaration of paternity, contempt proceedings, and property division
- First chair experience in civil trials and contested hearings, depositions and other discovery

United States Attorney's Office, Western District of Missouri, Kansas City, Missouri

Law Clerk, Computer Crimes and Child Exploitation Division, May 2012 – August 2012

- Assisted in research and investigation of Federal cases
- Appear in Federal Court for prosecution of petty crimes docket

Paul E. Wilson Project for Innocence and Post-Conviction Remedies

Student Intern, August 2011 – May 2012

- Represent state and federal prisoners in appellate and post-conviction litigation in state and federal courts, including conducting fact investigations, drafting pleadings, filing motions, preparing for hearings, and creating case strategy



PLANNING COMMISSION

Planning Commission Meeting Date: December 7, 2021
City Council Meeting Date: December 20, 2021

PC2021-123: Consider accepting the Planning Commission's recommendation and approving Ordinance 2464 by amending the zoning regulations related to site plan applicability, fences and walls, and sign standards for multi-tenant buildings.

RECOMMENDED MOTION:

Make a motion to accept the Planning Commission's recommendation and approve Ordinance 2464.

BACKGROUND:

Attached is Ordinance 2464, which makes some minor clean up amendments in the zoning regulations as follows:

- Updates the site plan applicability requirements in 19.32.010 to include situations when buffers/screening from adjacent property is impacted
- Updates the sign regulations in 19.48.070 to clean up the approval process for sign plans on multi-tenant buildings
- Updates the fence regulations in 19.44.025 to clarify fence placement on corner lots

Changes to the zoning regulations require a public hearing, a recommendation from the Planning Commission, and final approval of the Governing Body. The Planning Commission held a public hearing on December 7, 2021 and unanimously recommended approval of these changes to the Governing Body. Under City ordinance, the Governing Body can take the following actions on the Planning Commission recommendation:

- Accept the Planning Commission's recommendation and adopt Ordinance 2464 as currently written with a simple majority of the Governing Body (including the Mayor) - 7 votes needed
- Override or amend the Planning Commission's recommendation with a 2/3 majority vote of the Governing Body (including the Mayor) - 9 votes needed
- Return the recommendation to the Planning Commission for further consideration (with specific direction on what the Planning Commission should reconsider) with a simple majority of the quorum present - 7 votes needed if all members are present.

If the Governing Body returns the recommendation to the Planning Commission, the Planning Commission can then resubmit its original recommendation, or they can submit a new and amended recommendation. Once the recommendation is received, the Governing Body can adopt or revise such recommendation by a simple majority (7 votes) or the Governing Body can choose to take no further action. The proposed effective date is January 1, 2022. The ordinance has been reviewed and approved by the City Attorney.

ATTACHMENTS:

- Ordinance 2464
- Redlined changes to 19.32.010; 19.44.025, and 19.48.070

PREPARED BY:

Jamie Robichaud
Deputy City Administrator
Date: December 3, 2021

ORDINANCE NO. 2464

AN ORDINANCE AMENDING THE CITY OF PRAIRIE VILLAGE, KANSAS ZONING REGULATIONS BY AMENDING CERTAIN SECTIONS RELATED TO SITE PLAN APPLICABILITY, FENCES AND WALLS, AND SIGN STANDARDS FOR MULTI-TENANT BUILDINGS.

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

Section I.

Section 19.32.010 entitled "Applicability" of the Prairie Village Zoning Regulations is hereby deleted in its entirety and amended to read as follows:

19.32.010 Applicability

Site plan review is required in the following circumstances:

- a) Any new building, except single-family and two-family dwellings;
- b) Any expansion or enlargement of the existing floor area of existing buildings by more than 10%, except single-family and two-family dwellings;
- c) Any site development activity, grading, or other construction activity that in the opinion of the building official may cause significant impacts or changes in the relationship to adjacent property or streetscape;
- d) If application is made for a building or structure which is not required to submit a site plan, and whose architectural style, exterior materials, or scale and massing vary substantially from the style, materials, or building patterns which are used in the area, the building official may require site plan review.

Section II.

Section 19.44.025 entitled "Fences and Walls" of the Prairie Village Zoning Regulations is hereby deleted in its entirety and amended to read as follows:

19.44.025 Fences and Walls.

a) Purpose and Intent.

- 1) To buffer or screen uses that may have a negative impact on adjacent uses.
- 2) To provide privacy in outdoor spaces.
- 3) To provide safety from hazards such as swimming pools, hot tubs, spas, and other similar facilities.
- 4) To enhance the quality of appearance of developed land use.

b) Design

- 1) Appearance. those fences which have surface material, whether it be wood, chain link, metal bars, or other permitted material,

attached on one side of posts and/or rails, thus producing a finished side and an unfinished side, shall be installed with the finish sides exposed toward the street and adjacent properties. When doubt exists as to which way the surface of the proposed fence shall face, the Building Official shall make the final determination.

- 2) Prohibited Fences. The installation of farm type fences such as barbed wire, high tensile wire, wire mesh, welded wire, woven wire, pipe and cable, electric and razor ribbon fences or any similar type fence shall be prohibited.
- 3) Height. No fence shall exceed six feet in height, except tennis court enclosures which may not exceed 12 feet in height, and except fences which are located within the building envelope of a lot shall not exceed eight feet in height. The height of the fence shall be deemed to be the average distance from the finished grade to the highest point on the fence panel, excluding posts which may project above the fence panel not more than eight inches. Where the terrain is not level, the average dimension may, at the discretion of the Building Official, be applied to each eight foot section of the fence. Fences built in combination with retaining walls and/or berms shall be measured from the finished grade on the high side of the wall. In addition, fences and walls built on slopes shall comply with the required height measurement along the line of the fence location.
- 4) Decorative Fences. Decorative fences shall be designed so they are at least 50 percent open and do not exceed two and a half (2.5) feet in height. Split rail and wrought iron fences are examples of this type of fence.

c) Location.

- 1) Fences located in the front yard are limited to decorative fences no closer than ten feet from the street right of way line.
- 2) Fences located on the side street of a corner lot shall be on private property and at least 18 inches from any public sidewalk, whichever is greater, except that if an adjacent lot faces the side street, the fence shall be setback from the right-of-way line a distance of 15 feet or not less than one-half the depth of the front yard of an adjacent building, whichever is the greater setback.
- 3) If the rear of a through lot is fenced, a gate shall be installed to provide access to the right-of-way.
- 4) Diagrams depicting the location of fences on various types of lots are attached at the end of this chapter.

d) Retaining Walls.

- 1) Retaining walls shall be designed and constructed to support lateral loads. Applications for retaining walls exceeding four feet in height, whether terraced or not, shall be accompanied by

design calculations and plans sealed by a professional engineer licensed in the State of Kansas. Said plans shall be reviewed prior to the issuance of a building permit. Retaining walls shall setback a minimum of two feet from side and rear property lines, and retaining walls exceeding six feet in height shall be required to be set back from side and rear property lines an additional one foot for each two feet, or part thereof, in excess of six feet in height, e.g. a ten feet high retaining wall would be required to set back a minimum of four feet from the property line. Allowances will be made for tie backs to existing grade. Diagrams depicting the location of retaining walls on various types of situations are attached at the end of this chapter. Any exceptions or deviations from this formula shall require site plan approval by the Planning Commission.

e) Drainage and Utility Easements.

- 1) Fences and walls shall not restrict natural surface drainage nor be constructed to divert or channel water flow with increased velocity. Fences shall not be constructed in drainage easements if they affect the flow of stormwater.
- 2) Fences installed in a utility easement may need to be removed in order to access the utilities. Fences constructed in easements are at the risk of the owner and shall not be the responsibility of the utility or city to replace them.

f) Permits Required.

- 1) All fences and retaining walls as defined herein, unless otherwise excepted, shall require a building permit. No fence may be erected, constructed, or replaced until said permit has been procured from the building official. The building official may allow minor deviations and adjustments relative to the dimensions set out in this section where topographic or other natural features, utility locations, meters, trees, or other conditions so warrant and where the spirit and intent of this section will be preserved.
- 2) Enclosures erected around compost piles in compliance with the conditions set forth in Chapter 15, Article 3 of the City Code are excluded from these regulations and shall not require a permit.

g) Site Plan Approval.

- 1) As part of the site plan approval process as set out in Section 19.32 Site Plan Approval, the Planning Commission may approve solid walls or make adjustments to the height and location of fences, solid walls, and retaining walls provided that it results in a project that is more compatible, provides better screening, provides better storm drainage management, or provides a more appropriate utilization of the site.

- 2) An application may be made to the Planning Commission for site plan approval of a solid wall, retaining wall, or a fence that is unique and does not have the locational or design characteristics set out in these regulations.

Figure 19.44-1: Prairie Village Fence Regulations



Fences shall generally be located in the side or rear yard. Street side fences may be located on the property line and at least 18" from any public sidewalk; except where it abuts a front yard on an adjacent lot, it shall be set back at least 15' or $\frac{1}{2}$ the depth of the adjacent front yard, whichever is greater. Fences in the front yard are limited to decorative fences and must be at least 10' from the lot line.

Section III.

Section 19.48.070 entitled "Multi-tenant Buildings and Sites" of the Prairie Village Zoning Regulations is hereby deleted in its entirety and amended to read as follows:

19.48.070 Multi-tenant Buildings and Sites.

a) Monument Signs.

- 1) All monument signs shall require a sign plan and permit approved by the Planning Commission according to these standards and criteria.
- 2) Monument signs shall be located within a landscape area at least three feet in all directions from the base of the sign or be located in a large landscaped yard.
- 3) Monument signs shall have a base at least 75 percent of the width of the widest part of the sign. The base shall not count as part of the sign area provided it contains no messages or other component of the sign, and is otherwise integrated into the site as a landscape feature.
- 4) All monument signs and bases shall be constructed with durable, quality materials that complement the building and other site elements in terms of material, colors, and ornamentation.
- 5) All monument signs shall be accompanied by a landscape plan that integrates the sign area into the overall site, softens the view and appearance of the structural elements, and otherwise improves the view of the sign and property from the streetscape.
- 6) The Planning Commission shall consider the intent of this Chapter and the objectives of the Design Guidelines in Section 19.48.080 in approving a sign plan and permit. Deviations from the specific design guidelines may be approved for any sign plan that equally or better meets the intent or design objectives of this Chapter.

b) Wall Signs. Wall signs are subject to the following additional limitations:

- 1) Signs attached to a building shall not extend vertically above the highest portion of the wall plane of the façade it is mounted on or the roofline, whichever is less. No portion of a building wall may be built above the roofline that serves no other structural or architectural purpose, other than to mount a sign or expand the sign area allowance.
- 2) Signs attached to a building shall not project more than 12 inches off the surface it is mounted on unless specifically exempt from this limit by this chapter.

c) Temporary Signs. Temporary signs are subject to the following additional limitations:

- 1) Any temporary sign shall be placed with the permission of the property owner, and it is the responsibility of the person placing

the sign and the property owner to ensure the sign meets all standards and is removed when the applicable display time limit has expired.

- 2) Temporary signs shall not be illuminated or painted with a light-reflecting paint.
- 3) Temporary signs shall not be constructed of rigid material, designed to resist quick deterioration from the elements, and securely anchored so as to not pose a distraction or hazard to drivers. Non-rigid materials (such as banners) shall be secured by a support or frame to avoid distraction of flapping and set back at least 20 feet from the pavement edge of the fronting roadway, or may be attached securely to a building or structure.
- 4) No temporary sign shall be displayed for more than 90 consecutive days, without 30 days intervening, and any temporary sign related to a particular event shall be removed within seven days from the end of that event.
- 5) The period of time when a property has more than one temporary sign displayed shall not be more than 120 days in a calendar year.
- 6) Relocation of a temporary sign, removal of the sign for a short period, or removal and replacement with a substantially similar sign to expand the time periods is prohibited.
- 7) The building official or designee shall be authorized to require the removal of any temporary sign that pertains to an expired event.

d) *Multi-tenant Buildings and Sites.*

- 1) All signs for multi-tenant buildings or sites shall require a sign plan and permit approved by staff according to these standards and criteria.
- 2) The sign plan shall demonstrate coordination of all signs on the building and site, and allow sufficient flexibility for the replacement of signs or new tenants without the need for a new sign plan. Any proposed signs that do not comply with an approved sign plan shall not be given a permit, unless a new sign plan for the entire building or site is approved demonstrating coordination of all signs.
- 3) The wall sign allowance may be apportioned to any tenant with a separate exterior entrance. In the case where all tenants share a common entrance, the wall sign allowance may be apportioned to no more than two signs per façade.
- 4) The monument sign allowance for the building(s) and site shall meet the standards of Section 19.48.070(a); however, the copy within the allowed sign may be apportioned to multiple tenants.
- 5) Staff shall consider the intent of this chapter and the objectives of the Design Guidelines in Section 19.48.080 in approving a sign plan, or any sign permit under an approved sign plan. A proposed sign plan that does not meet the guidelines in Section 19.48.080

may be referred by staff to the Planning Commission according to the procedures and criteria in Chapter 19.32, and the Planning Commission may approve a sign plan if it finds that the plan equally or better meets the intent of this Chapter and the objectives of Section 19.48.080.

Section IV. Repeal of Prior Ordinances.

Existing Sections 19.32.010, 19.44.25, and 19.48.070 of the Prairie Village Zoning Regulations, and all ordinances and parts thereof that are inconsistent with any provision of this Ordinance, are hereby repealed.

Section V. Effective Date

This ordinance shall take effect and be in force beginning January 1, 2022, upon and after its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Prairie Village, Kansas on December 20, 2021.

APPROVED by the Mayor on December 20, 2021.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelsen, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

David E. Waters, City Attorney

Site Plan Approval Draft Revisions

19.32.010 Applicability

~~All uses except single family and two family dwellings, group homes and residential design manufactured homes including proposed expansions or enlargements of more than ten percent of the existing floor area of existing buildings shall prepare and submit a site plan in accordance with chapter 19.32 Site Plan Approval prior to the issuance of a building permit.~~

Site Plan review is required in the following circumstances:

- (a) Any new building, except single-family and two-family dwellings.
- (b) Any expansion or enlargement of the existing floor area of existing buildings by more than 10%, except single family and two-family dwellings
- (c) Any site development activity, grading, or other construction activity that in the opinion of the building official may cause significant impacts or changes in the relationship to adjacent property or streetscape.
- (d) If application is made for a building or structure which is not required to submit a site plan, and whose architectural style, exterior materials, or scale and massing vary substantially from the style, materials, or building patterns which are used in the area, the building official may require site plan review.

19.44.025. FENCES AND WALLS.

(c) Location.

~~(1) Decorative fences may be located in the front yard but shall be located no closer than ten feet from a street right-of-way line.~~

~~(2) Fences, other than decorative fences, shall not be located in the front yard and may be attached to or extended from the front corner of the dwelling.~~

~~(1) Fences located in the front yard are limited to decorative fences no closer than ten feet from the street right of way line.~~

~~(32)~~ Fences located on the side street of a corner lot shall ~~not be less than five feet from the right-of-way line, be on private property and at least 18 inches from any public sidewalk, whichever is greater,~~ except that if an adjacent lot faces the side street, the fence shall be setback from the right-of-way line a distance of 15 feet or not less than one-half the depth of the front yard of an adjacent building, whichever is the greater setback.

~~(43)~~ If the rear of a through lot is fenced, a gate shall be installed to provide access to the right-of-way.

~~(54)~~ Diagrams depicting the location of fences on various types of lots are attached.

19.48.070. Standards for Specific Sign Types

(d) *Multi-tenant Buildings and Sites.*

- (1) All signs for multi-tenant buildings or sites shall require sign plan and permit approved by ~~the planning commission staff~~ according to these standards and criteria.
- (2) The sign plan shall demonstrate coordination of all signs on the building and site, and allow sufficient flexibility for the replacement of signs or new tenants without the need for a new sign plan. ~~unless a completely new sign design concept is proposed for the entire building or site. Any proposed signs that do not comply with an approved sign plan shall not be given a permit, unless a new sign plan for the entire building or site is approved demonstrating coordination of all signs.~~
- (3) The wall sign allowance may be apportioned to any tenant with a separate exterior entrance. In the case where all tenants share a common entrance the wall sign allowance may be apportioned to no more than two signs per facade.
- (4) The monument sign allowance for the building(s) and site shall meet the standards of section 19.48.070(a), however the copy within the allowed sign may be apportioned to multiple tenants.
- (5) ~~The planning commission~~ Staff shall consider the intent of this chapter and the objectives of the Design Guidelines in section 19.48.080 in approving a sign plan ~~and permit, or any sign permit under an approved sign plan. Deviations from the specific design guidelines may be approved for any sign plan that equally or better meets the intent or design objectives of this chapter. A proposed sign plan that does not meet the guidelines in section 19.48.080 may be referred by staff to the Planning Commission according to the procedures and criteria in chapter 19.32., and the Planning Commission may approve the sign plan if it finds that the plan equally or better meets the intent of this chapter and the objectives of Section 19.48.080.~~

M E M O R A N D U M

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Wes Jordan

City of Prairie Village

Last week, the City closed its refinancing of the bonds originally issued to support the acquisition and construction of Meadowbrook Park and the development of public infrastructure supporting the park and the surrounding private development. When we originally proposed the idea to the City to refund its 2016 Bonds as a single series of special obligation (pure revenue) bonds, we identified four potential benefits from the transaction:

- eliminating the City's general obligation pledge on approximately \$11 million of bonds
- producing debt service savings resulting from the refinancing of higher-cost debt into lower-cost debt, improving the efficiency of the financing and increasing the odds that the bonds will pay-off early
- eliminating the City's direction of the majority of its expected transient guest tax (TGT) revenues from the project to the bonds, allowing the City to use all future TGT revenues for any purpose permitted by state law
- eliminating the pledge of increment from the commercial portion of the Meadowbrook TIF District, permitting the City to use incremental revenues from that portion of the district for a future TIF project plan, if desired

The City's 2021 financing achieved all four goals: the City was able to issue the refunding bonds as unrated, special obligation bonds secured solely from TIF revenues generated by the project; debt service savings are estimated at approximately \$1.4 million (in 2021 dollars) over the life of the bonds should they remain outstanding to maturity; and, the pledge of revenues to the bondholders includes neither TGT receipts nor TIF increment from the commercial portion of the district.

The market's response to the City's offering was outstanding: as shown on the summary attached, interested investors placed \$184 million in orders for the \$18 million in bonds offered. The City was able to convert this overwhelming investor demand into materially improved pricing, reducing borrowing costs and improving savings. While the City certainly benefitted from a strong tax-exempt bond market, there is no doubt investors responded very favorably to the unique public-private partnership structure leading to the 2016 transaction, the quality of the VanTrust-led mixed-use development and the unique nature of broader Prairie Village community.

City of Prairie Village, Kansas
Special Obligation Tax Increment Revenue Refunding Bonds
Series 2021



\$18,040,000

City of Prairie Village, Kansas
Special Obligation Tax Increment Revenue Refunding Bonds
Series 2021

SERIES 2021 SOURCES AND USES OF FUNDS	
Sources of Funds	
Par Amount of Bonds	18,040,000.00
Reoffering Discount	(47,125.00)
Funds on Hand	1,527,452.06
Total Sources	19,520,327.06

Uses of Funds	
Deposit to Redemption Fund	18,166,061.91
Deposit to Debt Service Reserve Fund	806,250.00
Costs of Issuance	277,415.15
Underwriter's Discount (1.500%)	270,600.00
Total Uses	19,520,327.06

SUMMARY OF REFUNDING RESULTS*			
Fiscal Year	Prior Debt Service	New Debt Service	Refunding Savings
Total	26,214,420	23,920,972	2,293,448

Refunded Par	PV Savings (\$)	PV Savings (%)
17,914,055	1,436,547	8.0%

*Assumes no amortization across super-sinker bonds

SUMMARY OF ORDER PERIOD			
Maturity	Retail	Institutional	Subscribed Level
4/1/30	14,890,000	113,000,000	1218%
4/1/36	1,540,000	54,240,000	740%
Total	16,430,000	167,240,000	1018%

SUMMARY OF TOP INVESTORS	
Investor Name	Order Amount
American Century	18,090,000
Invesco	18,090,000
Goldman Sachs Asset Management	18,090,000
Mackay Shields	18,090,000
Nuveen	18,090,000
Vanguard	18,090,000
Retail (Aggregated)	16,430,000

TOTAL ORDERS 183,670,000

TALKING POINTS

- The City's auctions for the Bonds generated significant investor interest with the sale being more than ten times subscribed.
- Kansas issuance for the week will total approximately \$46 million, of which the City's transaction was approximately 39%.



ADMINISTRATION

Council Committee Meeting Date: December 6, 2021
City Council Meeting Date: December 20, 2021

COU2021-90: Consider Approval of the 2022 Legislative Platform

ACTION NEEDED

Make a motion to approve COU2021-90: adoption of the 2022 legislative platform.

BACKGROUND

Each year the City Council discusses and adopts a legislative platform, which establishes the City's legislative priorities for the upcoming legislative session. This document is shared and discussed with local, state, and federal elected officials who represent Prairie Village. It is also used by staff and the City's lobbyist when determining whether the City should submit testimony on legislation.

The Council Committee of the Whole discussed the 2022 legislative platform at the December 6 meeting and directed staff to make the following changes to the platform for 2022:

- Revise the "Tax Lid Repeal" section to say the following: "We strongly oppose any state imposed limits on the taxing and spending authority of cities and counties. We believe those elected to manage the affairs of cities and counties can be most responsive to the local taxpayers and make budget and tax decisions that are most reflective of the community's needs and financial interests. State government should abide by the same taxing and spending decisions as those imposed on cities and counties. The legislature should address the replacement for the tax lid that was passed in 2021 that intentionally confuses the electorate and causes additional intended problems with taxing policy. The law should return to what it was before the 2021 legislative change and to the state it was before the tax lid was imposed in 2016 and 2014. If this cannot be accomplished, the current revenue neutral rate process should be amended to include exemptions for inflation and new construction.
- Add a new section titled "Legalization of Marijuana" to say the following: "We support the legalization of recreational marijuana and its derivatives."
- Revise the "Addressing the Climate Crisis as a Public Policy Priority" section to state the following: "We believe that climate change poses a global economic, social, and public safety crisis. We support policy makers at all levels of government elevating sustainability and decarbonization to be included among the top line of policy priorities.
- Add a new section expressing support of the Governor's proposed reduction of the state portion of the sales tax on food, while not impacting the local sales tax portion.
- Add a "Federal Funds" section that notes support for fair, transparent, and equitable distribution of state and county portions of Federal ARPA and infrastructure munities amongst cities.

The above changes have been made the legislative platform and are attached for the Council's review.

ATTACHMENTS

2022 Prairie Village Legislative Platform with LKM Statement on Municipal Policy

PREPARED BY

Jamie Robichaud
Deputy City Administrator
Date: December 15, 2021

CITY OF PRAIRIE VILLAGE

2022 LEGISLATIVE PRIORITIES



WWW.PVKANSAS.COM

The City of Prairie Village endorses the League of Kansas Municipalities 2022 Statement of Municipal Policy. In addition, the following topics are the top legislative priorities for the City of Prairie Village in 2022:

2022 LEGISLATIVE PRIORITIES

NON-DISCRIMINATION

We strongly believe all people should be treated fairly and equally under the law. However, in Kansas, a gap currently exists in the applicable state and federal discrimination laws, leaving LGBTQ people without protection from discrimination in housing, employment, and public accommodations. While the City of Prairie Village has passed a local non-discrimination ordinance to fill this gap, we urge the State to pass legislation to extend these protections statewide.

TAX POLICY & DARK STORE THEORY

We support stable revenue sources and urge the Kansas Legislature to avoid applying any further exemptions to the ad valorem property tax base, including exceptions for specific business entities or the state/local sales tax base, as well as industry-specific special tax treatment through exemptions or property classification. The local tax burden has shifted too far to residential property taxes due to state policy changes. We do not support changes in State taxation policy that would narrow the tax base or significantly reduce available funding for key programs. These changes put Kansas counties and cities at a competitive sales tax disadvantage with Missouri. We also strongly support legislation that would require commercial properties to be appraised and valued based on their highest and best use and oppose any legislation that would allow commercial properties to utilize the "dark store theory" to appeal their assessed valuations. Municipalities rely on property tax revenue from large commercial retailers to pay for their share of essential city services. Any change in the way these properties are valued will have a detrimental impact to municipal operations and will result in the property tax burden shifting to residential property owners to make up for lost revenue.

TAX LID

We strongly oppose any state imposed limits on the taxing and spending authority of cities and counties. We believe those elected to manage the affairs of cities and counties can be most responsive to the local taxpayers and make budget and tax decisions that are most reflective of the community's needs and financial interests. State government should abide by the same taxing and spending decisions they impose on cities and counties. The legislature should address the replacement for the tax lid that was passed in 2021 that intentionally confuses the electorate and causes additional unintended problems with taxing policy. The law should return to what it was before the 2021 Legislative change and to the state it was before the tax lid was imposed in 2016 and 2014. If this cannot be accomplished, the current revenue neutral rate process should be amended to include exemptions for inflation and new construction.

LEGALIZATION OF MARIJUANA

We support the legalization of marijuana and its derivatives.

SALES TAX ON FOOD

We support Governor Kelly's proposal to eliminate the state portion of sales tax on food. We do not support eliminating the City's portion of sales tax on food, as this is a major source of revenue for cities throughout Kansas, including Prairie Village, and would negatively impact the services provided by local governments throughout Kansas.

ADDRESSING THE CLIMATE CRISIS AS A PUBLIC POLICY PRIORITY

We believe that climate change poses a global economic, social, and public safety crisis. We support policy makers at all levels of government elevating sustainability and decarbonization to be included among the top line of policy priorities.

INTERNET SALES TAX COLLECTIONS

The inability of governments to collect local option sales or compensating use tax on remote sales continues to erode a viable and fair revenue source. The League supports state legislation establishing a program to help the state collect state and local sales and compensating use taxes due from in-state purchasers. Remitted taxes should be distributed using existing methods/formulas for the state and local governments. The City further supports the adoption of the safe harbor provisions as used by South Dakota to ensure constitutional compliance with the recent U.S. Supreme Court decision in *South Dakota v. Wayfair, Inc et al*,

DISTRIBUTION OF FEDERAL FUNDS

We support and strongly encourage fair, transparent, and equitable distribution of state and county portions of Federal ARPA and infrastructure monies amongst cities to ensure Prairie Village gets its fair share of the distribution from the recently passed funding bills in Washington, D.C.

STATE FUNDING OF PUBLIC EDUCATION

We strongly support constitutionally adequate, equitable, and responsible funding for the public school system to a level that places Kansas among the leading states in support of a "world class" education. We oppose any further reduction in school funding, including any constitutional amendment releasing the legislature from this important duty. We also urge the state government to fund special education at the level required by K.S.A. 72-3422.

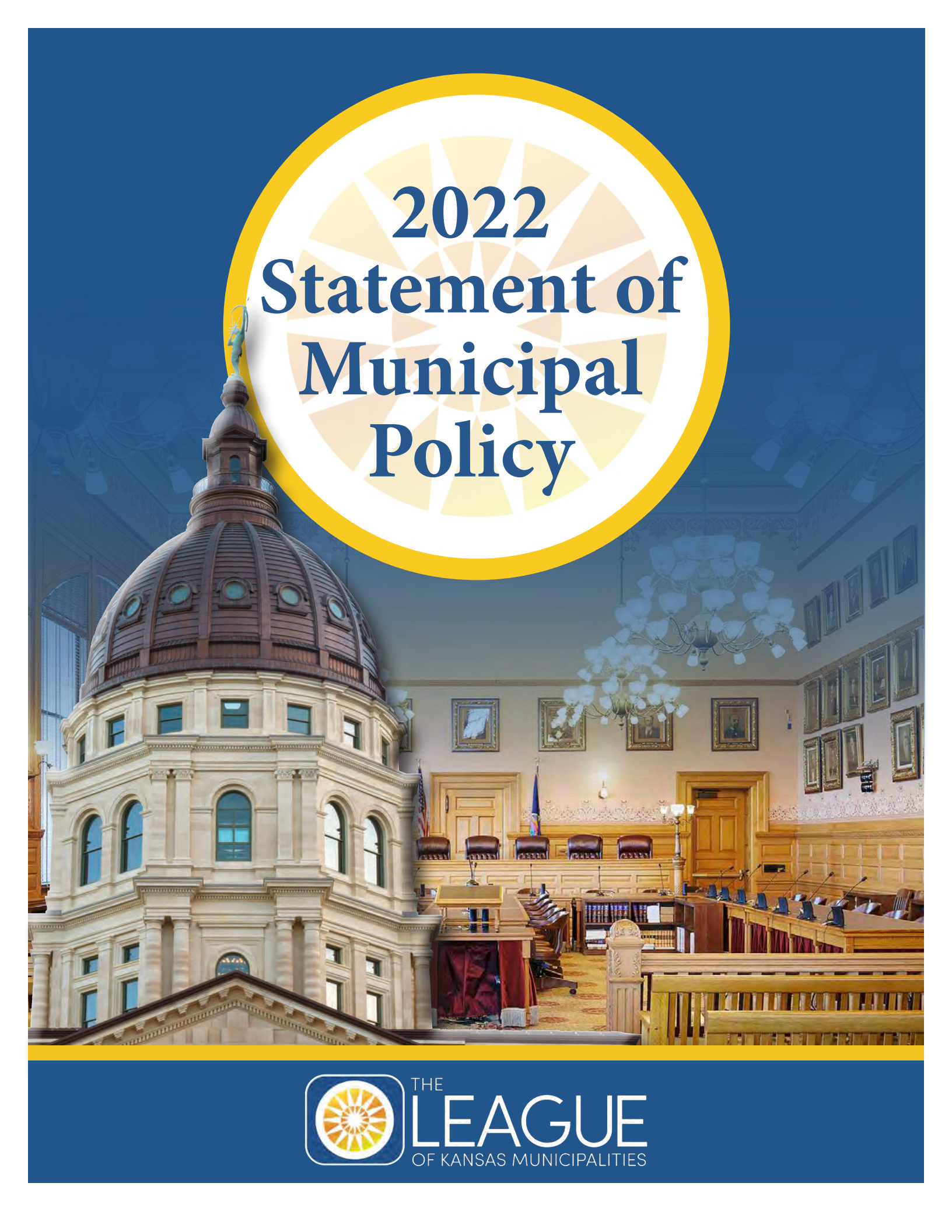
LOCAL CONTROL

Our local communities across the state are best served and residents' values and standards are best reflected when local taxing and spending are determined by local voters and taxpayers. We support the retention and strengthening of local home rule authority to allow locally elected officials to conduct the business of their jurisdiction in a manner that best reflects the desires of their constituents and results in maximum benefit to that community. This includes matters dealing with public health and safety, such as local health orders and the ability to govern possession of firearms in public spaces in the interest of community safety.



CITY OF PRAIRIE VILLAGE
7700 MISSION ROAD
PRAIRIE VILLAGE, KANSAS 66208
913-381-6464

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2022 Statement of Municipal Policy



THE
LEAGUE
OF KANSAS MUNICIPALITIES

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Mission Statement

The mission of the League shall be to strengthen and advocate for the interests of the cities of Kansas to advance the general welfare and promote the quality of life of the people who live within our cities.

GOVERNING BODY



President
Jason Jones
Councilmember, Hesston



Vice President
David McDaniel
Mayor, Ellis

Immediate Past President

Sara Caylor, Mayor, Ottawa

Past Presidents

Mike Boehm, Mayor, Lenexa
Carl Gerlach, Mayor, Overland Park
Daron Hall, City Manager, Pittsburg
John McTaggart, Mayor, Edwardsville
Terry Somers, Mayor, Mount Hope

Directors

David Alvey, Mayor, Unified Government of
Wyandotte County/Kansas City
Thomas Brown, Mayor, McPherson
Roy Cessna, Mayor, Garden City
Michelle De La Isla, Mayor, Topeka
Mark Govea, Mayor, Osawatomie
Ty Lasher, City Manager, Bel Aire
Christy Pyatt, City Clerk, Greensburg
Troy Tabor, Council President, Andover
Toni Wheeler, City Attorney, Lawrence
Brandon Whipple, Mayor, Wichita
J. Michael Wilkes, City Manager, Olathe

Executive Director

Erik Sartorius

ABOUT THE LEAGUE

Supporting Kansas Cities



The League of Kansas Municipalities is a membership association that advocates on behalf of cities, offers training and guidance to city appointed and elected officials, and has a clear purpose of strengthening Kansas communities. Since 1910, the League has been a resource for cities across Kansas and has acted as a body to share ideas, facilitate communication between members and provide information on best practices in city operations.



LEGISLATIVE PRIORITIES

The prosperity of the State of Kansas is absolutely dependent upon the prosperity of our cities. Over 83% of Kansans live in an incorporated city. In an effort to promote healthy and sustainable communities, the elected and appointed city officials of Kansas hereby establish the following as our legislative priorities for 2022:



HOME RULE. Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters in 1960, we support local elected officials making decisions for their communities, particularly local tax and revenue decisions.

COUNTYWIDE SALES AND USE TAXES. Since 1977, Kansas has successfully used a city-county revenue sharing formula for the benefit of all. The existing formula benefits both city and county taxpayers and ensures there is a fair method to distribute funds that are generated primarily in cities.

GOVERNMENT COMPETITION. Local governments should continue to retain local control over the services that they provide to their residents and businesses. We recognize that free markets, under normal circumstances, are the best vehicle for allocating goods and services. However, there are circumstances where the free market either does not efficiently allocate goods and services, creates externalities that endanger public safety and welfare, or simply does not provide a service. In such instances, it falls to government to respond to the will of the people to provide the good or service. In addition, local governments provide services for the sole benefit of their residents and should continue to receive tax benefits to allow those services at a low cost.

PROPERTY TAXES. We recognize in areas of the state there is a large reliance on property taxes to fund local and state government. All property taxing authorities, including cities, counties, the state, school districts, special districts, and community colleges should be equally transparent, and have to abide by the same limitations, restrictions and requirements. Any additional transparency measures should not be burdensome or costly. We encourage the state and local governments to work on making government more efficient and recognize the need to work together on innovative approaches to reduce reliance on property taxes.

UNIFORM TRAFFIC CODE. We support a comprehensive review and recodification of the Uniform Traffic Code.

MENTAL HEALTH. We support allocating additional resources for mental health programs. Funds should be allocated for community mental health centers and additional bed space for patients with mental health issues.

FINANCE & TAXATION

An adequate source of revenue is necessary to fund the essential services of city government. Each city is unique in both services provided and the ability to pay for such services; maximum flexibility should be granted to local governing bodies to determine the amount and source of funding for city services.

TAX/SPENDING LID. Local spending and taxing decisions are best left to the local officials representing the citizens that elected them. We strongly oppose any state-imposed limits on the taxing and spending authority of cities.

TAX POLICY. The League supports the long-established philosophy of balancing revenue from income, sales, and property taxes to assure the fiscal ability of the state and local governments to provide the services citizens want and need. Changes to tax policies should not be undertaken without a full understanding of the overall impact upon all taxpayers, taxing entities, and the sources and amounts of tax revenues to be generated or eliminated by such policy changes.

PROPERTY TAXES. We recognize in areas of the state there is a large reliance on property taxes to fund local and state government. All property taxing authorities, including cities, counties, the state, school districts, special districts, and community colleges should be equally transparent and have to abide by the same limitations, restrictions and requirements. Any additional transparency measures should not be burdensome or costly. We encourage the state and local governments to work to make government more efficient and recognize the need to work together on innovative approaches to reduce reliance on property taxes.

PROPERTY TAX EXEMPTIONS. We support a broad tax base and believe the existing property tax base should be protected. We encourage the legislature to resist any proposal to further exempt any specific property classification from taxation, including industry-specific exemptions. We support the current statutory definition of machinery and equipment and the exemption should not be expanded. The legislature should actively review existing exemptions to determine if they should continue or be repealed.

PROPERTY VALUATION. We support appraisals based on fair-market value as historically used in Kansas. We oppose caps in property valuations as unconstitutional and inequitable.

LAVTR. The state legislature, as required by Kansas statutes, should help to relieve the burden on property taxpayers by funding the Local Ad Valorem Tax Reduction (LAVTR) program.

TAXES PAID UNDER PROTEST. Due to the effect that taxes paid under protest and large property tax exemptions can have on cities, the state and the county where the city is located should be required to notify cities when taxes, including compensating use and ad valorem taxes, are paid under protest or a large tax exemption is filed so that cities have accurate data when making budgetary decisions.

MANDATORY SPENDING. We oppose any law that requires a city spend a certain threshold to receive and maintain state dollars. All spending decisions should remain at the local level.

COUNTYWIDE SALES AND USE TAXES. Since 1977, Kansas has successfully used a city-county revenue sharing formula for the benefit of all. The existing formula benefits both city and county taxpayers and ensures there is a fair method to distribute funds that are generated primarily in cities.

SALES TAX. Kansas should have a broad sales tax on all goods and services. Cities should be able to impose voter-approved local sales taxes. Sales tax exemptions should be limited to those for which the benefit outweighs the tax dollars lost.



ALTERNATIVE REVENUE SOURCES. Cities should be authorized to approve alternative revenue sources in order to maintain appropriate levels of funding for the health, safety and welfare of our citizens.

BUDGET TIMELINE. The current statutory framework for the adoption of municipal budgets makes it difficult for cities to plan for budgets that must be presented to governing bodies five months before the start of the fiscal year. We support legislation to allow the adoption of city budgets by November 30, while keeping the earlier statutory deadlines for certification of the amount of ad valorem tax revenue needed.

FINANCE POLICIES. Cities should be allowed to set financial policies in-line with bond rating requirements and other generally accepted best practices for municipal management.

EMS/HOSPITAL FUNDING. Municipal hospitals and emergency medical services (EMS) are challenged in meeting their communities' needs. We support the expansion of Medicaid in Kansas to allow such entities access to federal funding, helping cities maintain and provide critical services for their citizens. If the legislature fails to approve Medicaid Expansion, additional state funding needs to be made available to rural hospitals in order to retain businesses and their employees and sustain the health and lives of Kansans.

UNFUNDED MANDATES. We oppose unfunded mandates. If the state or federal governments seek to promote particular policy objectives, such mandates should be accompanied by an appropriate level of funding.

CITY AND COUNTY REVENUE SHARING. The State Legislature should fund existing city and county revenue sharing programs as required by Kansas statutes.

TELECOMMUNICATIONS TAXES. We support cities' continued ability to impose and collect taxes and fees on telecommunications providers.

FEDERAL LOAN PROGRAMS. We support changes to allow local governments to participate directly in federal loan programs.

BANKING AND INVESTMENT RESTRICTIONS. We support maximum banking and investment choices for local government. At a minimum, all cities, counties and school districts should have the same banking and investment authority the state has granted to itself.

LIBRARY FUNDING. We support Kansas statutes being modernized to reflect revenue neutral rate requirements when determining a public library's eligibility for state funding.



PUBLIC SAFETY

Cities play a critical role in the protection of the health and safety of the citizens of Kansas. Because mandated programs are costlier and less efficient, government at all levels should cooperate in the development of health and safety programs.

LAW ENFORCEMENT AND PUBLIC SAFETY. We believe cooperative efforts, rather than state and federal mandated requirements, are vital to the efficient and effective development of local law enforcement and public safety programs.

ASSET FORFEITURE. We support the use of asset forfeiture as an important component in reducing financial gains from criminal acts while providing civil due process. All assets forfeited, or the proceeds of the sale of the same, should remain with the local government that seizes the property.

MUNICIPAL COURT. Municipal courts serve a vital role protecting an individual's right to equal protection under the law following arrest or detainment. We support the local control of, and judicial authority of, municipal courts. All assessed court funds under a municipal court order, other than restitution collected and payable to a third party and state assessments paid under K.S.A. 12-4117, shall be retained by the local municipality. We support municipalities' ability to set appropriate fines and fees.

EMERGENCY 911 SERVICES. Cities and counties should maintain local control of the 911 system and the 911 tax should continue to include both wireline and wireless communications. We support legislation providing flexibility for local governments to utilize these funds to provide emergency services. 911 funds should not be diverted by the legislature for other uses.

EMERGENCY MANAGEMENT. Because cities play a crucial role in effective emergency management, implementation strategies must promote cooperative efforts between federal, state and local governments. Changes to the Emergency Management Act should consider the role of the city in responding to disasters.

MEDICAL CHARGES. The cost of health care services for prisoners and individuals in custody is a growing concern for cities. We strongly believe the first person responsible for the payment of medical costs should be the individuals in custody. Another needed change, to begin addressing these costs, is to clarify that the entity charging for a crime is responsible in the event those costs cannot be recovered. We support the pooling of resources between all state and local law enforcement agencies.

LAW ENFORCEMENT DISCRETION. We support local governments' discretion in establishing law enforcement vehicle pursuit policies and the ability of law enforcement officers to use discretion in determining when to make an arrest.

SERVICE ANIMAL FRAUD. We recognize the important role service animals play for the disabled community. The use of such animals is being tainted by service animal fraud. We support strengthening and redefining the crime of service animal fraud to disincentivize individuals from asserting their animal is a service animal in order avoid vicious animal, exotic, livestock, or breed-specific ordinances.





ALCOHOL & CMB REGULATION. We support the authority of cities to license and regulate alcoholic liquor and cereal malt beverage retailers and establishments.

MEDICAL MARIJUANA. The legislature should carefully weigh the impact of medical marijuana on law enforcement and human resources. In addition, medical marijuana should be subject to existing state and local sales tax and cities should be able to levy their own excise fees and receive a portion of any state funds to offset the impact of medical marijuana. Also, cities should have the ability to opt-in to allowing dispensaries in their city. Kansas should only allow the cultivation and processing of medical marijuana and THC in licensed facilities and should not allow residential grow operations of any sort. In addition, Kansas should delay implementation to give time to study any issues that might result from the passage of medical marijuana legislation.

FIREARMS AND WEAPONS. We support the local regulation of firearms and weapons.

HOMELAND SECURITY. First responders at the local level serve as the front-line defense in the prevention and response to terrorism and other security risks. Local governments should be granted maximum flexibility and discretion over implementation of monies and strategies regarding homeland security.

REGULATION. Any regulation should balance the costs to the benefit of the regulation. Existing regulations that no longer pass this balancing test should be repealed.

CYBERSECURITY. Organizations of every size constantly face cyber-related incidents. We encourage the State to provide collaborative discussions, training programs, and feasibility studies for the impact of cyber-attacks on cities. Cities will use information provided by the state government to determine best practices and policies for municipal implementation.

SCRAP METAL. Cities are currently preempted from regulating scrap metal. We support a narrowing of this preemption so that cities can address issues at the local level.

MENTAL HEALTH. We support allocating additional resources for mental health programs. Funds should be allocated for community mental health centers and additional bed space for patients with mental health issues.

EXPANDED GAMING. If the state legislature authorizes expanded gaming, cities should receive funds to offset the impact, similar to agreements for other gaming that occurs in Kansas.



INFRASTRUCTURE

Cities construct, manage, operate and maintain numerous infrastructure components that provide a high quality of life. Infrastructure involving transportation, municipal utilities, energy services, and water and environmental structures are all dependent on the ability of local officials to self-determine what's appropriate for their own communities. This self-governance relies on the expectation of cooperation from the state government and full funding as required by law under current statutory programs from both the state and federal government.

TRANSPORTATION

CONNECTING LINKS. The State should maintain KDOT's funding for connecting link programs at the FY 2020 level for cities to provide for the maintenance of state highways within city limits. We support full funding of the City Connecting Link Improvement Program (CCLIP).

CITY-COUNTY HIGHWAY FUND. The City-County Highway Fund is essential to maintaining local roads and bridges and should be fully funded and not be diverted for other purposes. Such funding should include the transfer of fees from the registration of out-of-state commercial vehicles, as directed by K.S.A. 9-3425i. The proceeds from any increases to the motor fuel tax rates should be allocated in accordance with current statutory provisions.

COMPREHENSIVE TRANSPORTATION PROGRAM. We support full funding of the Eisenhower Legacy Transportation Program. We oppose any use of these funds to balance the State's General Fund budget. Any reduction in funding jeopardizes existing programs.

TRANSPORTATION SAFETY. The State should work in cooperation with local governments to continue to provide safe roads and bridges within Kansas. The State should focus on all users of the transportation systems and recognize that a system that is designed for use by pedestrians, bicycles, and vehicles is safer and more economically prosperous for all Kansans.

TRANSPORTATION MAINTENANCE. Because transportation infrastructure is critical to state and local development activities, we support the continued maintenance of the transportation infrastructure in Kansas. We further support continued funding to support multimodal transportation networks, including for mass transit, biking, and walking infrastructure.

TRANSPORTATION DEVELOPMENT DISTRICTS. We support the continued ability of cities to establish transportation development districts to meet the economic development and transportation infrastructure needs in the community.

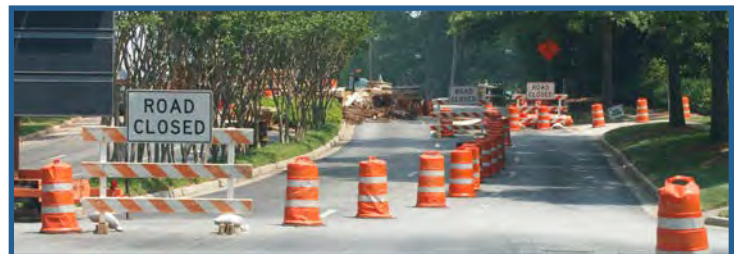
ELECTRIC CHARGING STATION INFRASTRUCTURE. We support the expansion of electric charging station infrastructure throughout the state in order to increase the pace of electric vehicle adoption and positively impact local communities.

AIRPORT FUNDING. We support the continued use of state economic development dollars (EDIF funds) to enhance airport facilities and services.

RECREATIONAL TRAILS. We support the development of recreational trails, including rails to trails, aquatic trails, and hike-and-bike on levee trails projects, and oppose any legislation that would make such development more burdensome or costly.

RAIL SERVICE. We support existing and enhanced passenger and freight rail service in Kansas and seek a strong partnership with the state and federal government to achieve meaningful improvements.

UNIFORM TRAFFIC CODE. We support a comprehensive review and recodification of the Uniform Traffic Code.



UTILITIES

BROADBAND. Access to reliable broadband service is increasingly important to the economic health of Kansas cities. We support the establishment of the Broadband Deployment Grant to facilitate broadband expansion in Kansas. Guidance for the grant program and broadband-related statutes must recognize the important role local governments play in such expansion and not remove important planning and right of way authority from local governments.

SERVICE TERRITORY. Municipalities must retain the authority to purchase, construct, or extend the infrastructure necessary to supply the cities and their inhabitants with public utilities, including electric services. We believe in the current statutory framework which allows cities' jurisdictional limits to change over time, due to the annexation of land, including land located within the service territory of another utility provider.

MUNICIPAL OPERATION. We support the ability of cities to operate municipal gas, water, electric, sewer, telecommunications, broadband, solid waste, stormwater or other utility services. We further support the ability of cities to set and control the rates for locally owned and operated utilities, and support the current defined service territory statutes.

RIGHT OF FIRST REFUSAL. We support municipal utilities having the ability to invest in new electric/transmission projects in order to provide reliable, affordable service to local customers. We oppose efforts prohibiting competition for transmission projects in Kansas.

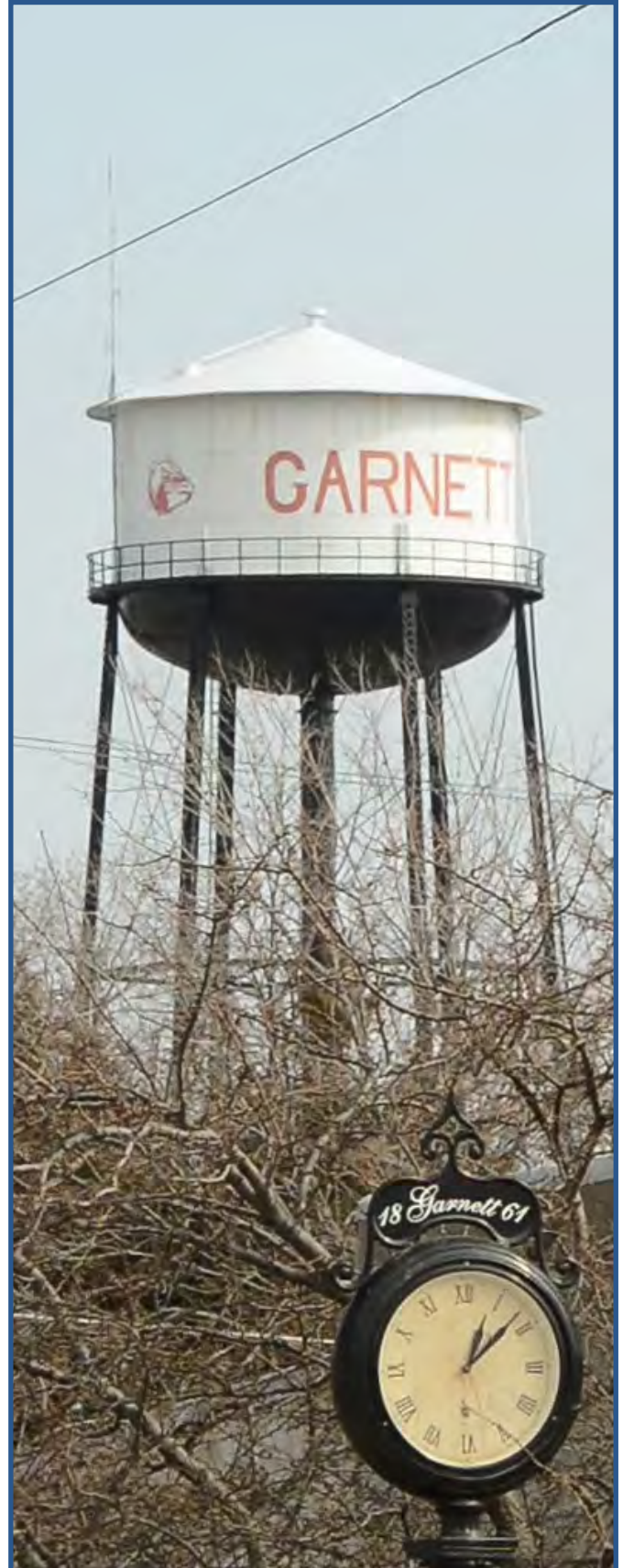
FRANCHISE AUTHORITY. We oppose any legislation restricting the current franchise authority for cities, including limits on franchise fees.

MANDATES. We oppose unfunded federal and state mandates regulating the operation of municipal gas, water, electric, sewer, telecommunications, solid waste, stormwater utilities or other utility services. Any mandates passed down to cities should not be imposed without a cost-benefit analysis and should be accompanied by appropriate funding. In addition, regulations should provide for a reasonable implementation schedule.

PUBLIC WATER SUPPLY SUPERVISION PROGRAM.

We support changes to the statutory language increasing the funding stability for the Kansas Department of Health and Environment's Public Water Supply Supervision program. These changes must balance municipal cost concerns and recognize the state has a responsibility to contribute to these important public health matters. In addition, we recognize a need to update standards to meet federal clean drinking water standards.

RIGHT-OF-WAY. Cities must maintain their ability to regulate the public right-of-way and recover reasonable compensation for use of the right-of-way. Kansas policy should not be dictated by overreaching federal mandates. We oppose efforts to codify, at the state level, federal directives limiting cities' powers.



ENERGY

ELECTRIC UTILITY DEREGULATION. Community-owned and operated municipal electric utilities make long-term power supply decisions and investments with the goal of benefiting their overall community. We support continued local control over power supply decisions.

STATEWIDE ENERGY POLICY. We support the development of a coordinated and comprehensive Energy Plan. Further, we support creative and cooperative implementation of renewable energy and energy efficient technologies that are environmentally sustainable and economically successful.

ENERGY EFFICIENCY. Energy efficiency saves money, drives investment across all sectors of the economy, creates jobs, and reduces the environmental impact of energy use. Accordingly, we support public and private incentives to encourage energy efficiency and renewable energy.

BUILDING CODES. We oppose any measures to preempt local building codes. Further, cities should continue to be allowed to shape local codes to incentivize net zero or net-zero ready building requirements.

PROPANE. We support cities' authority to protect public safety by regulating the capacity of propane units/facilities for residential or commercial purposes.

WATER AND ENVIRONMENT

WATER QUALITY. We support a clean and safe public water supply and the protection of public health and aquatic life. We endorse regional and cooperative solutions to water quality challenges that address point and non-point source pollution while balancing municipal cost concerns.

WATER QUANTITY. Government at all levels should aggressively pursue the conservation, protection and development of current and future municipal water supplies. We support cost-effective efforts to extend the life of reservoirs and to expand reservoir storage for use by municipal water suppliers. We support immediate state action, in consultation with municipal providers, to address over-appropriated surface and groundwater resources while respecting priority of water rights. The water rights management tools that have been developed in recent years should be modified or expanded so that they provide the same type of flexibility and authority to any water rights holder regardless of class.

WATER PLANNING. We support increased municipal representation on the Kansas Water Authority; broad-based revenue sources and distribution for the state Water Plan Fund; and a re-evaluation of the process for adopting the annual state Water Plan Fund budget.



INFRASTRUCTURE FUNDING. We support increased federal and state funding to assist local communities with their water, wastewater, stormwater, levee and dam infrastructure and associated security needs. In addition, we call for loan terms of up to 40 years when the useable lifespan of an improvement will exceed the term of the loan.

STORMWATER MANAGEMENT. We endorse regional and cooperative solutions to stormwater quality and quantity challenges that address point and non-point source pollution. We further endorse state measures to incentivize and enable investment in green infrastructure (e.g., street trees, use of native plants, etc.) to support sustainable communities.

SOLID WASTE. The Home Rule powers of cities to dispose of and manage municipal solid waste should not be restricted. This includes local control and decision-making surrounding recycling and composting programs.

HAZARDOUS WASTE. We support a comprehensive state-local approach to provide assistance in identifying hazardous wastes and to develop programs to monitor and dispose of such wastes. We encourage state agencies to work cooperatively with local governments in the development and approval of programs to identify, monitor and dispose of hazardous waste. Further, appropriate education and training should be provided prior to the implementation of such programs.

CLEAN AIR. We support air quality controls and a state-developed air quality plan that protects the health and safety of Kansans while balancing municipal cost concerns.

WATER AND WASTEWATER CERTIFICATION. We support improved certification programs that better align the necessary skillsets for real world water and wastewater system operation with the content of the corresponding exams. We support review of water and wastewater certification to ensure validity and reliability. These certifications need to continue to be protective of the public health and environment. We encourage contracting and collaboration to help utilities acquire the knowledge, skills, abilities, and certifications needed to effectively and efficiently serve Kansas rate payers.



HUMAN RESOURCES

City employees are the foundation of effective city government. City governing bodies must have the authority to develop local personnel policies to attract and maintain a high-quality public workforce.

WORKERS' COMPENSATION. We support reasonable and just benefits for employees injured within the course and scope of their public employment, and effective enforcement of the Workers' Compensation Act.

KPERS & KP&F. We support the full funding of the Kansas Public Employees Retirement System (KPERS) and Kansas Police & Fire (KP&F) retirement systems and honoring all commitments that have been made by KPERS and KP&F. The local KPERS system should remain separate from the state and school retirement system. Changes to the KPERS system should not impact a city's ability to hire and retain qualified public employees, including any undue burden on hiring KPERS retirees, or reduce benefits promised to employees.

PUBLIC EMPLOYER-EMPLOYEE RELATIONS ACT (PEERA)/COLLECTIVE BARGAINING. We oppose any federal or state mandate requiring collective bargaining at the local level.

PERSONNEL MANDATES. We oppose state and federal mandates involving public personnel.

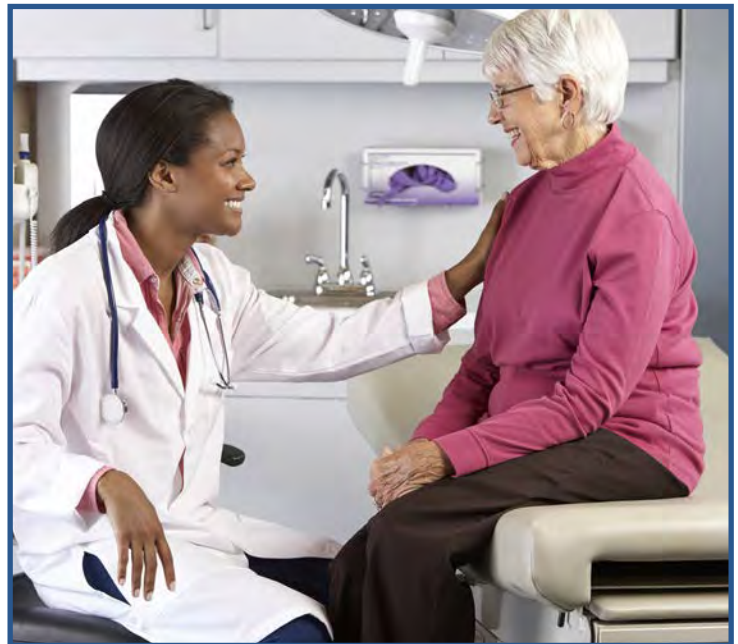
WEAPONS AND FIREARMS. We support the ability of local governments to set policies regarding the carrying of weapons and firearms by municipal employees while they are engaged in their work.

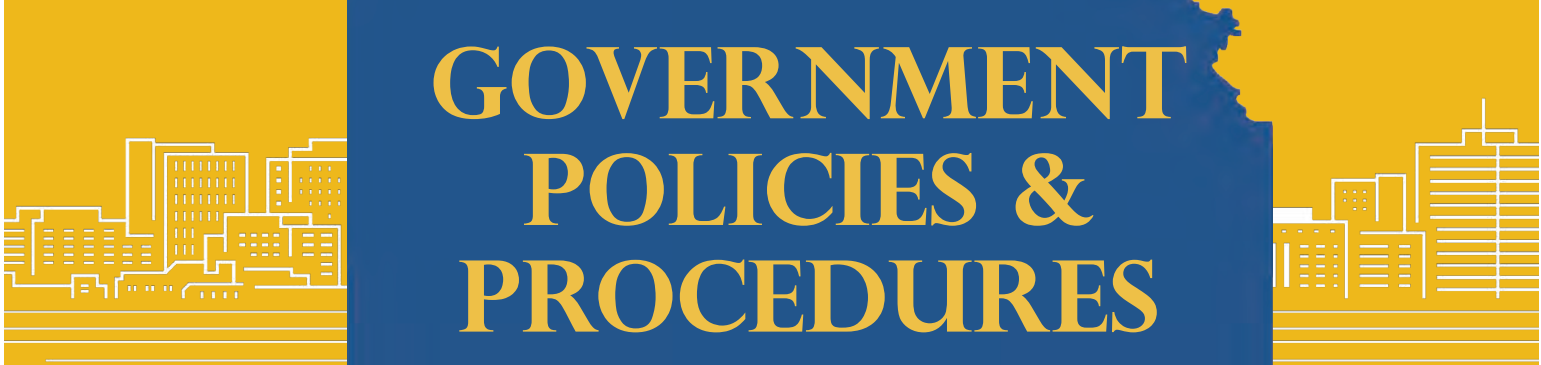
PREVAILING WAGE. We oppose federal and state mandates requiring or prohibiting the payment of prevailing wage.

HEALTH CARE & OTHER BENEFITS. We support cooperation and active study of ways to relieve the financial burden of securing employee health care coverage, including the continued option for cities to participate in the state health care program.

UNEMPLOYMENT. We support reasonable and just benefits for employees who are qualified individuals under the Kansas Employment Security Law. We oppose the finding that volunteers, who are paid a nominal stipend, are considered a qualified individual. We support legislation to define "volunteer" in Kansas employment law such that it is consistent with federal law.

AMBULANCE ATTENDANTS. We support allowing non-certified attendants to drive ambulances for inter-facility patient transfers with one attendant providing patient care. These staff should be trained to operate emergency vehicles. We continue to support the use of certified attendants for emergency situations.





GOVERNMENT POLICIES & PROCEDURES

Abiding by the longstanding constitutional Home Rule authority of Kansas cities, there is a need to ensure local governments maintain autonomy and the authority of self-governance to create a safe and sustainable quality of life for residents. In an effort to construct appropriate policies for their community, such as economic and community development initiatives, cities should be committed to implementing procedures which ensure ethical and transparent governance from their officials.

HOME RULE. Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters in 1960, we support local elected city officials making decisions for their communities, particularly local tax and revenue decisions.

GOVERNMENT COMPETITION. Local governments should continue to retain local control over the services that they provide to their residents and businesses. We recognize that free markets, under normal circumstances, are the best vehicle for allocating goods and services. However, there are circumstances where the free market either does not efficiently allocate goods and services, creates externalities that endanger public safety and welfare, or simply does not provide a service. In such instances, so it falls to government to respond to the will of the people to provide the good or service. In addition, local governments provide services for the sole benefit of their residents and should continue to receive tax benefits to allow those services at a low cost.

PROTECTION OF THE FIRST AMENDMENT. The right of the people through their democratically elected and appointed officials to petition and speak to their government officials shall not be abridged. We support cities' First Amendment right of freedom of association to work together to accomplish common goals.

POLICE POWERS. We support the authority of cities to regulate in order to protect the health, safety, and welfare of the public.

NON-DISCRIMINATION. We oppose any discrimination against persons, by reason of their race, religion, color, sex, disability, national origin, ancestry, sexual orientation, or gender identity.

CITY ELECTIONS. City elections should remain non-partisan and separate from state and national elections.

FILING FOR OFFICE. In order to encourage a higher number of candidates to file for office, we support the filing location for city elections being available in the city clerk's office. The state should evaluate remote filing options in the future.

FILLING OF VACANCIES. The current statutes for filling vacancies have served the state well for over fifty years. Vacancy filling should remain the responsibility of local governing bodies made up of duly elected officials.

ANNEXATION. The ability of cities to grow is inherent in the economic growth and development of the state. Therefore, we support local jurisdictions' ability to make their own decisions regarding orderly growth through annexation.

SIGN REGULATION. We support the authority of local government to regulate signs in compliance with federal law.

PUBLIC PROPERTY & RIGHTS-OF-WAY. We support the ability of cities to control and manage public property and rights-of-way and to impose franchise or use fees on those entities that utilize the rights-of-way.

EMINENT DOMAIN. Eminent domain is a fundamental municipal power. The authority to acquire property through condemnation proceedings is critical for public improvement projects. We support increased flexibility for local governments to use eminent domain for economic development purposes, including blight remediation, without seeking legislative approval.

GOVERNMENTAL IMMUNITY. We support continued immunity for cities from tort liability and legislation strengthening the Kansas Torts Claims Act.

INTERLOCAL COOPERATION. We support the principle of voluntary cooperation among all levels of government.

CITY/COUNTY CONSOLIDATION. We support processes for local consolidation without undue statutory barriers. We further believe the issue of consolidation is an inherently local one and the voters should be allowed to determine whether consolidation with another unit of government occurs.

SUMMARY PUBLICATION OF RESOLUTIONS. We support legislation allowing cities to publish a summary of a resolution, with the full text of any resolution posted on the city's official website, in lieu of publication of the full resolution.

PRIVATE CEMETERY LIABILITY. We support legislation removing the requirement for cities to care for and maintain formerly private cemeteries that have been dissolved.

COMMUNITY DEVELOPMENT

HOUSING. The lack of quality housing across the state creates an impediment to growth and economic development. The League supports programs that encourage access to quality housing, including but not limited to, the recommendations of the State Housing Study.

ABANDONED AND BLIGHTED HOUSING. We support legislation that streamlines and expedites the process for local governments, neighborhood organizations and private businesses to deal with the blight of abandoned, nuisance, foreclosed housing, and commercial structures to protect the rights and property values of surrounding property owners.

HOUSING-RENTAL INSPECTIONS. We support giving cities the authority to require inspections of rental housing for the safety of tenants and to protect the rights and property values of surrounding property owners.

REVITALIZATION TOOLS. We support the continued use of the Neighborhood Revitalization Act, the Downtown Redevelopment Act, the Transportation Development District Act and the Community Improvement District Act to promote local neighborhood development.

ECONOMIC DEVELOPMENT PARTNERSHIPS. State and regional partnerships are vital to the sustained growth of the state and should be supported by policy and with adequate funding.

TAX ABATEMENTS. We support the authority of cities to offer tax abatements to encourage business investment in their communities.

TAX INCREMENT FINANCING (TIF). We support the continued use of TIF to promote economic development. TIF laws should allow maximum flexibility and allow for efficient use by communities.

STAR BONDS. We support the ability of cities to utilize STAR bonds to promote economic development in their communities.

LAND USE AND ZONING. We support the ability of local officials to make land use and zoning decisions within their community, including decisions about the location, placement, size, appearance and siting of transmission and receiving facilities and any other communications facilities.



Relationships Are the Cornerstone of Effective Advocacy

1

Make Contact Prior to Legislative Session

- Eggs & Issues, town halls, etc.
- Communicate the city's agenda and priorities.
- Invite them to a League Legislative Dinner.

2

Follow the Legislative Session

- *League News*
- List serves
- News media
- www.lkm.org

3

Participate in Local Government Day January 26, 2022

- Make appointments to visit with your legislators in the morning.
- Invite them to the League reception.

4

Make Contact During Legislative Session

- Watch for alerts about key bills/issues.
- Follow the issue, not the bill number.
- Be specific; give your city's unique insight into the legislation.
- Don't waste time and political capital on meaningless bills that have no chance of becoming law.

5

Make Contact Following the Legislative Session

- Thank your legislator for their hard work.
- Be honest and express concern when bills negatively affect your city.



• Know your legislators on a first-name basis



• Always be respectful and avoid personal attacks



• Ask your legislator how he or she prefers to be contacted (email, phone, texts, etc.)



• Share your contact information



• Follow legislators' communications



• Sign up for emailed newsletters



• Follow legislators' Twitter accounts



• Send legislators your newsletter/updates

TOURISM. We support cooperative ventures between the state and local government in Kansas to promote tourism as an industry that is vital to growth and development all across the state.

TAX CREDITS. We support the continued availability of tax credits as a tool for economic development.

TRANSPARENCY IN GOVERNMENT

OPEN MEETINGS. All levels of government should be subject to the same open meetings requirements. These laws should not be unduly burdensome.

OPEN RECORDS. All levels of government should be subject to the same open records requirements. State laws governing open records should balance the public's right of access, with the necessity of protecting the privacy of individual citizens, and the ability of public agencies to conduct their essential business functions. We support a city's ability to recoup reasonable costs associated with open records requests.

INTERGOVERNMENTAL DIALOGUE. Communication between all levels of government is critical to the successful delivery of public services to the citizens of Kansas. Representatives from cities provide facts and information crucial to intergovernmental relations, and as such, should have the same rights and responsibilities as private interest lobbyists. We support current law regarding the use of state and local public moneys to provide information and advocate on behalf of our cities and citizens. Any reporting system should not increase the administrative burden on local governments.

BODY CAMERAS. We support the ability of local governments to determine when and how body cameras will be used by law enforcement officers. We support the establishment of reasonable regulations concerning public access to recordings, balancing the needs of law enforcement and the individuals whose images are captured in the recordings.





FEDERAL ISSUES

Local officials welcome the opportunity to work together with federal and state officials on policies impacting local communities. Federal agencies should research and understand the fiscal impact on local units of government when implementing new guidelines or laws. Cities manage their finances, infrastructure and personnel more effectively without unfunded federal mandates.

LOCAL CONTROL. We support local elected officials making decisions for their communities. Though the Home Rule powers granted cities in the Kansas Constitution do not affect federal powers, we call on our representatives and federal agencies to look at federal legislation and regulations with local control in mind.

POLICE REFORM. We support the work of our local police departments to make our communities safer for all. Any federal or state proposals for police reform should be focused on providing resources for local law enforcement, incentivizing transparency, and encouraging good police practices, including equity and justice.

FEDERAL RECOVERY MONEY FOR CITIES. Federal funding from the CARES Act and the American Rescue Plan Act have been critical for local governments to both respond to the negative impacts of the pandemic and support the economic recovery. As cities work on plans to best help their residents, Congress should not move to take back these funds.

ADVANCED REFUNDING OF BONDS. In order to allow cities to quickly recover from this current recession, we urge Congress to allow cities to issue tax exempt advance refunding municipal bonds. Cities refinancing bonds will be able to free much needed cash flow to reduce taxes or create capital investments.

COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG). We support continued funding for Community Development Block Grants, Community Service Block Grants and HOME Grants. These programs' funding is an essential component of cities' strategies to fund critical community services and infrastructure needs.

MUNICIPAL BONDS. We support the removal or modification of overly burdensome and costly restrictions affecting the issuance of municipal bonds. Further, we support the continued tax-exempt status for municipal bonds.

BROADBAND DEPLOYMENT & MUNICIPAL OVERSIGHT. Access to reliable broadband service is increasingly important to the economic health of Kansas cities. However, federal action via legislation or orders from federal agencies must recognize the key role local governments play in such expansion, and it must not remove important planning and right of way authority from local governments. Cities must be afforded the continued right to address safety, health and welfare for both their citizens and other entities with valuable infrastructure in the right of way. In addition, the right of way serves as an important resource for citizens, and the right to offset costs of management and levy taxes should not be limited.

ENERGY SPIKES. We support federal review and investigation of the extraordinary energy price spikes seen throughout the Midwest in Winter 2021. Based on the information gathered, we encourage Congress and federal, regional and state agencies to make appropriate changes in laws and regulations governing natural gas and electricity production and sales in order to promote stability in energy prices.

IMMIGRATION REFORM. We support a federal solution to immigration reform. Any immigration policy should not negatively impact local governments with additional law enforcement or administrative burdens. We support Congress continuing assistance to under-served areas with large immigrant populations, who are attempting to remain in compliance with the United States Citizenship and Immigration Services.

MEDICARE REIMBURSEMENT RATES. We encourage the federal government to establish reasonable reimbursement rates.

TRANSPORTATION. We support consistent federal funding of the nation's surface transportation with increased support to critical regional infrastructure priorities.

EVERY DAY COUNTS INITIATIVE. We support the Federal Highway Administration's Every Day Counts initiative to enhance roadway safety, integrate automation, reduce traffic congestion, and shorten project delivery processes in order to save time, money, and resources.

STORMWATER. We support simple and flexible federal regulations of municipal stormwater run-off that allow for orderly and cost-effective development. The federal government should appropriate funds for research and for the development of pilot projects on stormwater management.

WATER QUALITY. We support a clean and safe public water supply and the protection of public health and aquatic life. We endorse federal investments and cooperative solutions that address water quality challenges and take into account municipal cost concerns.

HAZARDOUS WASTE. We urge federal agencies to work cooperatively with state and local governments in the development and approval of programs to identify, monitor and dispose of hazardous waste. Appropriate education and training should be provided prior to the implementation of such programs.

TELECOMMUNICATIONS DATA. We support the continued ability of public safety officials to access data from telecommunications companies in times of emergencies to assist investigations.

RAIL SERVICE. We support existing and enhanced passenger and freight rail service in Kansas. In many cases, this service is the only affordable alternative to highway transportation in communities. Changes to Amtrak service should not sacrifice this alternative nor the investments in the service by cities.

RAILROAD QUIET ZONES. We urge Congress to reexamine the Train Horn Rule with the Federal Railroad Administration. Rules for implementing quiet zones should be less burdensome and allow for differences in community circumstances while continuing to protect public safety. We also request Congress provide federal funds for the purpose of establishing quiet zones and consider new technology which may enhance the safety of quiet zones while minimizing or eliminating train horn noise.



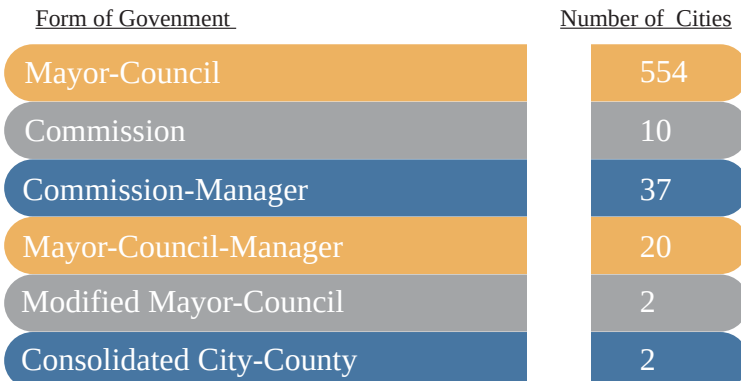
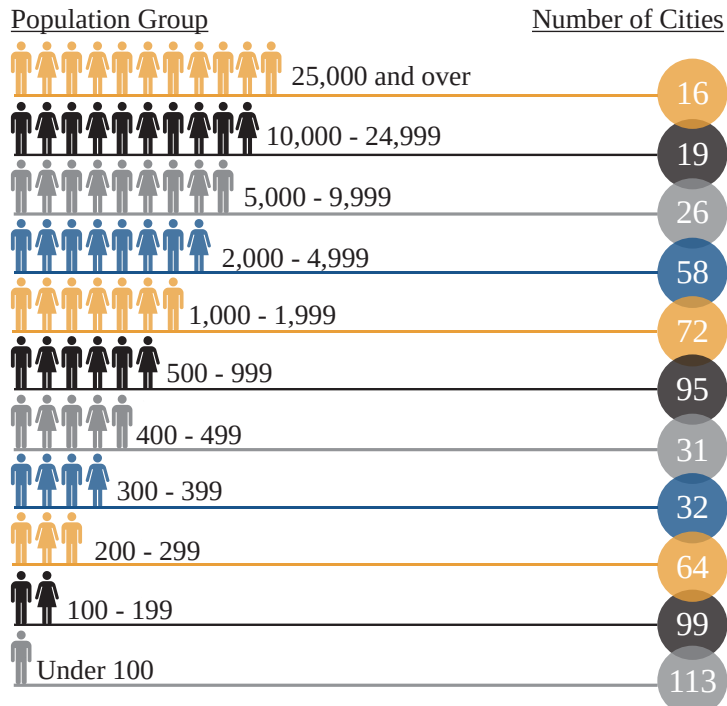
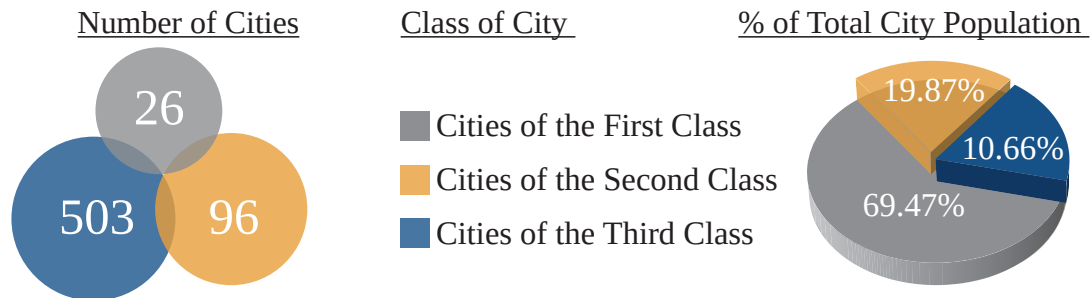
CITY FACTS

Total Number of Incorporated Cities = 625

Total Population of the State = 2,913,805

Total City Population = 2,420,761

83.08% of the state's population resides in an incorporated city.



LEAGUE LEGISLATIVE STAFF



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POLICY DEVELOPMENT

Each year, the League's member cities identify common needs and goals, and the membership adopts a Statement of Municipal Policy (SMP) that is designed to help cities overcome obstacles and reach those goals. The SMP has evolved throughout the history of the League and guides the League governing body and staff during the legislative session and throughout the year.

The League's Policy Committees, which are open to representation from all cities, are charged with developing policy recommendations and proposing amendments to the SMP. During the annual business meeting (held each year at the League's annual conference), League members consider any revisions and adopt the SMP for the next year.

The SMP should be reflective of the needs of cities from across Kansas and should not benefit one city to the detriment of other cities. Each year, legislative priority items are reviewed and modified. Legislative priority items are of principal importance to the League that we advocate for every year (such as the advancement and preservation of Home Rule) or major issues impacting cities across that the state which will be under discussion during the coming legislative session.

THE LEAGUE ADVOCATES FOR CITIES

The League advocates on our members' behalf to sponsor and encourage beneficial legislation for cities and oppose legislation that would be detrimental to our members' interest.



THE LEAGUE OFFERS GUIDANCE

Member cities can contact the League with a legal inquiry or question. Additionally, we provide sample ordinances and guidance on legislation and rulemaking from both the state and federal level.

COMMUNICATIONS & OUTREACH

Since 1914, the League has published the *Kansas Government Journal*, a publication for city, county and state government officials that is printed ten times a year. The League publishes a weekly e-newsletter, researches municipal issues affecting Kansas communities and develops programs for cities to use to engage their residents and reinforce the importance of civic engagement.

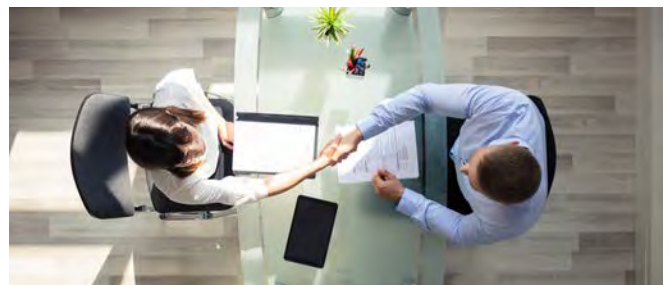


MUNICIPAL TRAINING & EDUCATION

The League offers members a variety of education and training opportunities throughout the year. Our annual conference brings together leaders in municipal government to offer innovative ideas for cities. Throughout the year, the League works with professionals in the field to train, inspire and solve problems facing municipal leaders at all levels. The League offers over 30 manuals and publications on municipal issues ranging from finance and budgeting, personnel, planning, economic development, open meetings and open records to traffic ordinances.

CONTRACT SERVICES

The League offers members a competitive rate to have the League engage in contract services, which include codification services, executive personnel search program (LEAPS) and personnel policies.

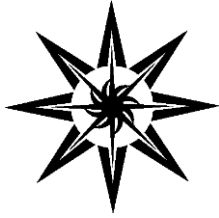




THE
LEAGUE
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A Publication of The League of Kansas Municipalities
November, 2021



ADMINISTRATION

Council Meeting Date: December 20, 2021

COU2021-91: Consideration of Resolution approving the execution and delivery of an agreement to release and assign the City's opioid claims to the Kansas Attorney General and certifying costs attributable to substance abuse and addiction mitigation in excess of \$500.

RECOMMENDATION

Adopt the Resolution approving the execution and delivery of an agreement to release and assign the City's opioid claims to the Kansas Attorney General and certifying costs attributable to substance abuse and addiction mitigation in excess of \$500.

BACKGROUND

In 2021, the Kansas Legislature enacted the Kansas Fights Addiction Act (HB 2079), which sets aside some of the funds received by the State related to the national opioid addiction crisis for cities. HB 2079 establishes the Municipalities Fight Addiction Fund that will be used for projects and activities that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction or to reimburse a municipality for previous expenses related to substance abuse mitigation or arising from the opioid crisis.

To be eligible to receive the funds, the City must, before January 1, 2022, certify by resolution that it has had or will have at least \$500 in costs related to the opioid abuse or addiction mitigation and that the City is able to utilize any settlement funds for lawful purposes. The City must also enter into an agreement with the Kansas Attorney General ("Agreement") releasing to the Kansas Attorney General all legal claims arising from the conduct that resulted in a payment of money to the State, and assigning to the Kansas Attorney General any future claims. The City must also enter into various agreements waiving future claims that the City may have against various producers and distributors arising from conduct covered by the State settlement.

At this time, the City is not certain how much funding it will receive. The City will be required to establish a new fund for handling the settlement funds, but at this point we do not believe it would be an undue burden to do so.

The City Attorney has reviewed and approved as to form the attached documents.

ATTACHMENTS: Opioid Resolution 2021-24
MOU
Agreement with KS Attorney General's Office

PREPARED BY

Tim Schwartzkopf
Asst. City Administrator
Date: December 10, 2021

RESOLUTION NO. 2021-24

A RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF AN AGREEMENT TO RELEASE AND ASSIGN THE CITY OF PRAIRIE VILLAGE'S OPIOID CLAIMS TO THE KANSAS ATTORNEY GENERAL AND CERTIFYING COSTS ATTRIBUTABLE TO SUBSTANCE ABUSE AND ADDICTION MITIGATION IN EXCESS OF \$500.

WHEREAS, in 2021, the Kansas Legislature enacted HB 2079, the Kansas Fights Addiction Act (the "Act"), authorizing municipalities such as the City of Prairie Village to access opioid litigation settlement funds and become eligible for certain state grants by entering an agreement releasing the city's opioid litigation claims to the Attorney General and assigning any future opioid litigation claims to the Attorney General (the "Agreement"); and

WHEREAS, the City of Prairie Village sustained damages related to the opioid epidemic; and

WHEREAS, the City of Prairie Village desires to enter an Agreement releasing and assigning its Claims to the Attorney General in order to access opioid litigation settlement funds and become eligible for certain state grants;

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

Section 1. Authorization of the Agreement. The City of Prairie Village hereby authorizes the release of its legal claims arising from covered conduct to the Attorney General, and the assignment of any future legal claims arising from covered conduct to the Attorney General, pursuant to the Agreement by and between the Attorney General and the City in substantially the form presented to and reviewed by the governing body at this meeting (copies of this document shall be on file in the records of the City), with such changes therein as shall be reviewed by the City Attorney and the officials of the City executing such documents.

Section 2. Execution of the Agreement. The Mayor, City Manager, City Attorney and City Clerk are hereby authorized and directed to execute, seal, attest and deliver the Agreement in substantially the form presented to and reviewed by the governing body at this meeting and such other settlement agreements, documents, certificates and instruments as may be necessary and desirable to carry out and comply with the intent of this Resolution, for and on behalf of the City.

Section 3. Certification of Costs and Expenses. The City hereby certifies that it has incurred costs and expenses related to substance abuse or addiction mitigation in excess of \$500 and the City can utilize the opioid litigation settlement funds for the lawful purposes established in the Kansas Fights Addiction Act and the settlement agreements. The City Manager and City Attorney are hereby authorized to execute, seal, attest and deliver such other documents, certificates and instruments as may be necessary and desirable to certify these costs and expenses or similar costs and expenses, for and on behalf of the City.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED this ____ day of _____ (month and year) and **SIGNED** by the Mayor.

Mayor

Attested:

City Clerk

REVIEWED AND APPROVED AS TO FORM:

City Attorney

**Kansas Opioids Memorandum of Understanding between the Attorney General, the
League of Kansas Municipalities, and the Kansas Association of Counties**

Whereas the people of the State of Kansas and its communities have been harmed by the Opioid Epidemic due to the misfeasance, nonfeasance, and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State of Kansas, through its Attorney General, and certain Political Subdivisions, through their elected representatives and counsel, that separately have claims or potential claims seek to hold Pharmaceutical Supply Chain Participants accountable for the damages caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State of Kansas, through its Attorney General and its Political Subdivisions share a common desire to abate and alleviate the impacts of the opioid epidemic caused by that misfeasance, nonfeasance, and malfeasance throughout the State of Kansas; and

Whereas, in furtherance of that goal, during the 2021 Legislative Session, the Kansas Legislature passed the Kansas Fights Addiction Act, House Bill 2079, to address the use of funds received from opioid litigation and establish limits on future opioid litigation by municipalities; and

Whereas, House Bill 2079 contemplates the distribution of settlement funds received from the opioid litigation to non-litigating municipalities and litigating municipalities who have entered into an agreement to waive their claims according to a formula negotiated between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties; and

Whereas, Kansas's share of settlement funds from certain national settlement agreements will be maximized only if all necessary Kansas Political Subdivisions participate; and

Whereas, the intent of the Kansas Fights Addiction Act and this Memorandum are to capture all funds dedicated by any settlement agreement to the State or to any Kansas Political Subdivision, including funds dedicated by the terms of any settlement agreement solely for the use by the State or by a Kansas Political Subdivision.

Whereas the moneys in the Municipalities Fight Addiction Fund shall be expended for projects and activities that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction or to reimburse the municipality for previous expenses related to substance abuse mitigation or arising from covered conduct.

Now, therefore, the State of Kansas and its Political Subdivisions through their respective representatives, the League of Kansas Municipalities and the Kansas Association of Counties, subject to completing formal documents effectuating the Parties' agreement, enter this Memorandum

of Understanding ("MOU") to maximize and facilitate the distribution of the proceeds of national settlement agreements allocated to the State of Kansas and its Political Subdivisions.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean projects and activities, including, but not limited to law enforcement, that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction or to reimburse the State or Political Subdivisions for previous expenses related to substance abuse mitigation or arising from covered conduct, subject to any limitations on uses imposed on specific Settlement Funds by any agreement entitling the State or Political Subdivision to those Settlement Funds. Moneys in the Municipalities Fight Addiction fund may also be used by State and Political Subdivisions for the payment of litigation costs, expenses or attorney fees related to opioid litigation, except that a Political Subdivision shall first seek payment from applicable outside settlement sources or settlement fee funds prior to utilizing moneys from the Municipalities Fight Addiction fund for such payments, expenses, or fees.
2. "Covered Conduct" shall mean any conduct covered by opioid litigation that resulted in payment of moneys into the Kansas Fights Addiction fund.
3. "Expanded Population" shall be the sum of the population of all Political Subdivisions in the State, notwithstanding that persons may be included within the population of more than one Political Subdivision.
4. "Maximizing Settlement" refers collectively to the J&J National Settlement, the Distributor National Settlement, the Purdue Bankruptcy Settlement, the Mallinckrodt Bankruptcy Settlement, Insys Bankruptcy Settlement, and any future settlements that utilize a bonus structure for litigating entity and/or population participation.
 - a. "J&J National Settlement" means a national settlement agreement with Johnson & Johnson and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, reporting, distribution, and/or dispensing of opioids.
 - b. "Distributor National Settlement" means a national settlement agreement with pharmaceutical distributors AmerisourceBergen, Cardinal Health, McKesson, and their related corporate entities concerning alleged misconduct in the marketing, promotion, reporting, distribution, and/or dispensing of opioids.
 - c. "Purdue Bankruptcy Settlement" means any national settlement with non-federal government entities, including States and their political subdivisions, in the Purdue Bankruptcy Plan as approved by the Court in *In re: Purdue Pharma, L.P.*, Case No. 19-23648, which is pending in the United States Bankruptcy Court for the Southern District of New York.
 - d. "Mallinckrodt Bankruptcy Settlement" means any national settlement with non-federal government entities, including State and their political subdivisions in the Mallinckrodt Bankruptcy Plan as approved by the Court in *In re: Mallinckrodt PLC*,

et al., Case No. 20-12522, which is pending in the United States Bankruptcy Court or the District of Delaware.

- e. "Insys Bankruptcy Settlement" means any national settlement with non-federal government entities, including States and their political subdivisions in the Insys Bankruptcy Plan as approved by the Court in *In re: Insys Therapeutics, Inc., et al.*, Case No. 19-11292, which is pending in the United States Bankruptcy Court for the District of Delaware.
5. "Maximizing Settlement Funds" refers collectively to the J&J National Settlement Funds, the Distributor National Settlement Funds, the Purdue Bankruptcy Settlement Funds, the Mallinckrodt Bankruptcy Settlement Funds, Insys Bankruptcy Settlement Funds, and any future settlements that utilize a bonus structure for litigating entity and/or population participation.
- a. "J&J Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the J&J National Settlement.
 - b. "Distributor National Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Distributor National Settlement.
 - c. "Purdue Bankruptcy Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Purdue Bankruptcy Settlement.
 - d. "Mallinckrodt Bankruptcy Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Mallinckrodt Bankruptcy Settlement.
 - e. "Insys Bankruptcy Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Insys Bankruptcy Settlement.
6. "Parties" shall mean the State of Kansas, the League of Kansas Municipalities, and the Kansas Association of Counties.
7. "Pharmaceutical Supply Chain" shall mean the process and channel through which opioids or opioid products are manufactured, marketed, promoted, distributed, dispensed, or prescribed.
8. "Pharmaceutical Supply Chain Participants" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, reporting, distribution, dispensing of, or prescription of any opioid analgesic.
9. "Political Subdivision" shall mean any Kansas city or county.
- a. "Litigating City" or "Litigating County" shall mean a Political Subdivision that filed or became a party to opioid litigation in court prior to January 1, 2021, or received approval from the Attorney General to file or become a party to opioid

litigation and has filed or become a party to opioid litigation on or after January 1, 2021.

- b. "Nonlitigating City" or "Nonlitigating County" shall mean a Political Subdivision that has not filed or became a party to opioid litigation.
10. "Population" shall refer to the published Certified Kansas Population by County estimates produced by the Kansas Division of the Budget released on July 1, 2021.
 11. "Release and Assignment Agreement" shall mean an agreement between the Attorney General and a Litigating City or Litigating County, by which a Litigating City or Litigating County releases its legal claims arising from covered conduct to the Attorney General and assigns any future legal claims arising from covered conduct to the Attorney General, in substantially the same form of the agreement attached hereto as Exhibit A.
 12. "Standard Settlement" shall mean a negotiated pre-judgement resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions. Standard Settlement shall not include any Maximizing Settlement.
 13. "Standard Settlement Funds" shall mean base monetary amounts obtained through a settlement before any bonus structure for litigating entity and/or population participation. Standard Settlement Funds do not include any Maximizing Settlement Funds.
 14. "State" shall mean the State of Kansas acting through its Attorney General.
 15. "Settlement Funds" shall mean Standard Settlement Funds and Maximizing Settlement Funds.

B. Allocation of Standard Settlement Funds

1. All Standard Settlement Funds shall be divided with 25% going to the Municipalities Fight Addiction Fund and 75% going to the Kansas Fights Addiction Fund.
2. The 25% of Standard Settlement Funds going to the Municipalities Fight Addiction Fund shall be divided with 50% going to cities and 50% going to counties.
3. The city share of the Standard Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita by population of each city subject to the following:
 - a. Any Litigating City that enters a Release and Assignment Agreement prior to January 1, 2022, shall be entitled to Standard Settlement Funds. In the event a Litigating City does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage for said City shall be redistributed equally per capita to the remaining eligible cities.

- b. To be eligible for an allocation of Standard Settlement Funds, prior to January 1, 2022, nonlitigating cities must pass a resolution stating the city has previous or expected expenses related to substance abuse or addiction mitigation or other covered conduct in excess of \$500 and the city can utilize the Standard Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating City does not pass such resolution prior to January 1, 2022, the allocation percentage for said City shall be redistributed equitably to the remaining eligible cities.
 - c. In the event an eligible city merges, dissolves, or ceases to exist, the allocation percentage for said City shall be redistributed equitably to the remaining eligible cities.
- 4. The county share of the Standard Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita by population of each county subject to the following:
 - a. Any Litigating County that enters a Release and Assignment Agreement prior to January 1, 2022, shall be entitled to Standard Settlement Funds. In the event a Litigating County does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage for said County shall be redistributed equally per capita to the remaining eligible counties.
 - b. To be eligible for an allocation of Standard Settlement Funds, prior to January 1, 2022, nonlitigating counties must pass a resolution stating the county has previous or expected expenses related to substance abuse or addiction mitigation or other covered conduct in excess of \$500 and the county can utilize the Standard Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating County does not pass such resolution prior to January 1, 2022, the allocation percentage for said County shall be redistributed equitably to the remaining eligible counties.
 - c. In the event an eligible county merges, dissolves, or ceases to exist, the allocation percentage for said County shall be redistributed equitably to the remaining eligible counties.
- 5. The Political Subdivision share shall be paid directly to the Political Subdivision to be held in a segregated account to be used for Approved Purposes. Funds in this special revenue fund shall not be commingled with any other money or fund of the city or county. Although Political Subdivisions may make contracts with or grants to a nonprofit, charity, or other entity, Political Subdivisions may not assign to another entity their rights to receive payments from the Municipalities Fight Addiction Fund.

C. Allocation of Maximizing Settlement Funds

1. All Maximizing Settlement Funds shall be divided with 25% going to the Municipalities Fight Addiction Fund and 75% going to the Kansas Fights Addiction Fund.
2. The 25% of Maximizing Settlement Funds going to the Municipalities Fight Addiction Fund shall be divided with 50% allocated to cities and 50% allocated to counties.
3. The city and county shares of the Maximizing Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita **subject to** the following:
 - a. Any Litigating City or Litigating County that enters a Release and Assignment Agreement prior to January 1, 2022 shall be entitled Maximizing Settlement Funds. In the event a Litigating City or Litigating County does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage, if any, for said City or County shall be redistributed equally per capita, subject to section C.3.c. and C.3.d below, to the remaining eligible cities and counties.
 - b. To be eligible for an allocation of Maximizing Settlement Funds, prior to January 1, 2022, nonlitigating cities and counties must pass a resolution, consistent with paragraphs B.3.b. and B.4.b. above, stating the city or county has previous or expected expenses related to substance abuse or addiction mitigation or other covered conduct in excess of \$500 and the county can utilize the Maximizing Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating City or County does not pass such resolution prior to January 1, 2022, the allocation percentage for said City or County, if any, shall be redistributed equally per capita, subject to section C.3.c. and C.3.d below, to the remaining eligible cities and counties.
 - c. The allocation of Maximizing Settlement Funds to the cities shall be distributed:
 - i. to Litigating Cities that have entered a Release and Assignment Agreement according to each such Litigating City's population proportional to the total population of all cities in Kansas, multiplied by 1.25; and
 - ii. the balance, thereof, distributed to all eligible non-litigating cities, according to each such City's population proportional to the total population of all cities in Kansas.
 - d. The allocation of Maximizing Settlement Funds to the counties shall be distributed as follows:
 - i. 50% of the total allocation of Maximizing Settlement Funds to the counties shall be distributed to all counties, subject to the limitation of sections C.3.a. and C.3.b, in Kansas, according to each such county's population proportional to the total population of all counties in Kansas;

- ii. 50% of the total allocation of Maximizing Settlement Funds to the counties shall be distributed to the Litigating Counties that have entered a Release and Assignment Agreement and shall be dispersed per capita proportional to the total population of Litigating Counties;
 - iii. This 50% assumes that 100% of Litigating Counties are participating. If less than 100% of Litigating Counties participate, this 50% to the Litigating Counties is reduced by the corresponding reduction in the settlement.
 - 1. For example, in the Distributors' Settlement Incentive B, if only 95% of the Litigating Subdivisions participate, the incentive is lowered from 100% to 60%. In that instance, the Maximizing Settlement Funds to the Litigating Counties would be 30% ($50\% (.5) \times 60\% (.6)$).
 - iv. Nothing in paragraph C.3.d.ii., shall prohibit a Litigating County from being awarded a distribution pursuant to paragraph C.3.d.i.
- e. Maximizing Settlement Funds shall be distributed directly to the eligible Political Subdivisions, both cities and counties, by the Attorney General or in some other manner consistent with the provisions 2021 Kansas House Bill 2079.
- f. Maximizing Settlement Funds distributed to the eligible Political Subdivisions shall be held in a segregated account by the respective Political Subdivisions to be used for Approved Purposes. Funds in this special revenue fund shall not be commingled with any other money or fund of the Political Subdivision. Although Political Subdivisions may make contracts with or grants to a nonprofit, charity, or other entity, they may not assign to another entity their rights to receive Maximizing Settlement Funds.

D. Use of Settlement Funds

- 1. Regardless of allocation, all Settlement Funds shall be used in a manner consistent with the Approved Purposes. Prior to using any Settlement Funds as reimbursement for previous expenses related to substance abuse mitigation or arising from covered conduct, a Political Subdivision shall pass a resolution stating that its previous expenses related to substance abuse mitigation or arising from covered conduct are greater than or equal to the amount of funds that the Political subdivision seeks to use for reimbursement. Each Political Subdivision that receives any Settlement Funds shall request moneys, report on expenditures, and monitor the use of Settlement Funds consistent with the terms of this MOU, Kansas State Law, and with the terms of any Maximizing Settlement which provides funds to the Municipalities Fights Addiction Fund.
- 2. If a Political Subdivision spends any Settlement Funds on an expenditure inconsistent with the terms of this MOU, the political subdivision shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for Approved Purposes

through budget amendment or repayment.

3. Political Subdivisions may pool Settlement Funds with other Political Subdivisions to cooperatively expend pooled Settlement Funds for Approved Purposes or deposit their Settlement Funds in the Kansas Fights Addiction fund to be distributed by the Kansas Fights Addiction grant review board.
4. Litigating Cities and Litigating Counties may only use their own respective shares of Settlement Funds to reimburse the payment of litigation costs, expenses or attorney fees related to opioid litigation. In order for Litigating Cities and Litigating Counties to use Settlement Funds from the Municipalities Fight Addiction Fund to reimburse the payment of litigation costs, expenses or attorney fees related to opioid litigation, such Litigating City or Litigating County must first seek payment from applicable outside settlement sources or settlement fee funds, consistent with 2021 Kansas House Bill No. 2079.

E. Distribution of Settlement Funds

1. Prior to the initial distribution, and in no event later than March 1, 2022, the Parties shall negotiate a Settlement Funds Distribution Procedure. The Settlement Funds Distribution Procedure will operate as an extension of this agreement, and shall be interpreted as incorporated within this agreement in whole.
2. For 2022, Settlement Funds shall be distributed as soon as reasonably practicable, and, such funds shall be distributed no later than June 1, 2022.
3. For all years after 2022, Settlement Funds shall be distributed annually no later than April 1 of the respective year.
4. Expenses for the administration of the distribution of settlement funds, pursuant to the Settlement Funds Distribution Procedure, shall be shared proportionally among the Parties.

F. Enforcement

1. This MOU is enforceable only by the parties. Political Subdivisions shall not have direct enforcement rights under this MOU; *however*, Political Subdivisions shall have the right to bring disputes arising from the terms of this MOU to (i) the League of Kansas Municipalities for cities; (ii) the Kansas Association of Counties for counties, or (iii) to the Kansas Attorney General's Office for either cities or counties. Any party receiving a dispute from a Political Subdivision must comply with the terms of the dispute resolution terms of this MOU within 30 days of receipt of the dispute from the Political Subdivision.

2. If a Party has a dispute under the terms of this MOU, either on its behalf or on the behalf of a Political Subdivision, the Party shall notify the remaining Parties about the dispute. Within 45 days of notice of a dispute and at the earliest convenience of all involved, the Parties shall meet and confer to resolve the dispute. Any resolution to the dispute shall be agreed upon by unanimous agreement of the parties and reduced to writing. In the event that the dispute is raised by a Party on behalf of a Political Subdivision, the writing detailing the resolution shall be delivered to the Political Subdivision within 30 days of the date of the resolution.
3. In the event that the parties are unable to reach a unanimous resolution, the disputing party may seek enforcement of the terms of the MOU in the District Court of Shawnee County, Kansas.

G. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

H. Preservation of Records

Any Political Subdivision receiving Settlement Funds shall maintain for a period of at least three years, records of all Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that these funds are being or have been utilized in a manner consistent with this MOU.

J. Notice of Additional Settlements

The State of Kansas, through the Office of the Attorney General shall, in a timely manner, notify the parties to this agreement of the receipt of settlement funds and any new settlements subject to disbursement according to this agreement. Notice may be given in any manner reasonably calculated to inform the parties of the action having taken place.

K. Conflicts with other Agreements

The parties to this MOU acknowledge that the purpose and intent of this agreement is to combat the opioid crisis by creating a strategy tailored to Kansas in compliance with House Bill 2079. Therefore, by entering into this agreement, the parties agree and acknowledge that the distribution, expenditure, and oversight of opioid funds as discussed herein shall be governed by this MOU. This MOU, its exhibits, attachments, and amendments, if any, contains the entire agreement between the Parties. If any term contained in this MOU conflicts with any allocation plan, apportionment plan, distribution methodology, or abatement plan that is created by, or subject to the discretion of, some other individual, entity, or court outside the State of Kansas, the parties agree that the terms of this MOU shall control.

L. Counterparts

This MOU may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute the same MOU. This MOU may be executed via electronic signature and may be considered to have the same legal effect as if it were the original signed version.

M. Waiver

The failure by a party to strictly enforce this MOU shall not constitute a waiver by that party under this MOU.

N. Governing Law

This MOU shall be construed in accordance with the laws of the State of Kansas.

O. Severability

In the event any provision of this MOU is found to be invalid or unenforceable, that provision shall be stricken and the remainder of the MOU shall be applied as if the stricken provision were not part of the MOU.

Exhibit A — Agreement to Release and Assign Claims

BETWEEN:

[NAME OF POLITICAL SUBDIVISION], (the “Assignor”), a municipality as defined by Kansas Statutes Annotated §12-105a, or other Political Subdivision, located within the State of Kansas, with its principal business office located at:

[COMPLETE MAILING ADDRESS]

AND:

Derek Schmidt, the duly elected Attorney General of the State of Kansas, with a principal business office located at:

The Office of the Kansas Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, KS 66612

FOR VALUE CONTEMPLATED, to gain access to money recovered by the State of Kansas for the abatement or remediation of substance abuse or addiction, made available by the Kansas Fights Addiction Act, 2021 Kansas House Bill No. 2079, consistent with **Kansas Opioids Memorandum of Understanding between the Kansas Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties**, and to permit as adopted by resolution passed by the Assignor on [____ DATE ____], the Assignor hereby releases its legal claims, and transfers and assigns to the Assignee, his successors, assigns, deputies, assistants, and personal representatives, any and all claims, demands, and cause or causes of actions on any kind whatsoever which the undersigned has or may have against any opioid manufacturer, distributor, and/or pharmacy, or entity **within the Pharmaceutical Supply Chain**, arising from the following type of claim:

Any and all claims arising out of “covered conduct” and “opioid litigation” as defined by 2021 Kansas House Bill No. 2079, and any and all claims on file by Assignor in MDL Case No. 1:17-md-2804, if any.

And the undersigned may in the name of the State of Kansas and for the benefit of the State of Kansas as defined by state law, 2021 House Bill No. 2079, and consistent with Kansas Opioids Memorandum of Understanding between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties, prosecute, collect, settle, compromise and grant releases on said claim as in his sole discretions deems advisable.

Any failure of the Assignor to comply with any requirement of the Memorandum of Understanding, the Kansas Fights Addiction Act, any other provision of Kansas law, or any reporting, requesting, monitoring, or other provision of any opioid settlement agreement which produces money governed by the Kansas Fights Addiction Act, may result in the suspension, termination, or other cessation of future payments to the Assignor from any fund established in the Kansas Fights Addiction Act.

IN WITNESS THEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

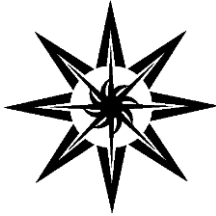
ASSIGNEE

Authorized Signature

Print Name and Title

Authorized Signature

Derek Schmidt, Kansas Attorney General
Office of the Kansas Attorney General



PUBLIC WORKS DEPARTMENT

Committee Meeting Date: 12/20/2021

Council Meeting Date: 1/3/2022

COU2021-92

CONSIDER SERVICE AGREEMENT FOR PUBLIC WORKS PROJECT MANAGEMENT SOFTWARE

RECOMMENDATION

Staff recommends the City Council approve the service agreement with Virtual Project Manager, LLC for \$20,000 for Public Works Project Management Software.

BACKGROUND

Public Works has desired a project management software for several years. To date staff has not found a software that was geared toward public works. There are many project management software programs but all that we have investigated are not specifically designed for public works processes. We recently came across Virtual Project Manager and it is designed just for the public works process. It will help our project managers develop a project from beginning to end. The software will help with project budgeting, scheduling, document management, inspections and contractor payment. Currently our project managers and other staff are using multiple spreadsheets to track and monitor projects, agreements and payments. While these are good tools, they are not integrated and it will be more beneficial for the department to have all information in one place. Our construction inspectors use spreadsheets for payments and another program for inspections. This software will allow them to document daily work activities and process contractor payment. In conjunction with our inspectors, the City contractors will also have limited access to the program so they can review project progress and pay estimates, streamlining the current process of sending pdf's back/forth for contractor payments.

Staff has looked at other programs, including Lucity and ProCore. Lucity is our current asset and work order software. It has some project management abilities within it; however, since Lucity is geared for assets/work orders these are not linked together like Virtual PM nor are they robust enough to do what we need them to do. ProCore is a software that McCown Gordon used for our new building and they also market to public works agencies but based on our demo the software was more for buildings and did not match our processes very well. We have searched for other project management software, and there are many, but they are more general and not specifically for public works. Virtual PM takes into account our work flow, the tracking of multiple components of each project including internal CIP budget tracking, consultant design, contractor agreements, pay applications and supporting documents such as agreements, plans and contracts, and certifications.

Virtual Project Manager is a web based project management software so no data is housed on the Cities network until archived. The program, being web based, works on several platforms including phones, tablets, and computers. We will be able to have unlimited users and unlimited projects. The initial set up and training fee is \$5,000.00 and it's a flat \$15,000.00 per year going forward. Their current pricing structure is \$15,000 per

year for any size City and for the last 21 years they have not raised the yearly cost for an existing customer. The City can terminate the agreement with 60 days' notice and any paid fees past the termination date will be refunded to the City.

This software will directly assist the management of between \$6,000,000 and \$8,000,000 of CIP projects every year. Given this, staff proposes to utilize CIP funds for 2022. Future funding will be included in the yearly budgeting process.

We have contacted two communities that use the software and they are very satisfied with it.

FUNDING SOURCE

\$20,000 in CIP funds will be used to fund in 2022. This include the initial \$5,000 in set up costs and the first yearly cost of \$15,000.

ATTACHMENTS

1. Virtual Project Manager, LLC Service Agreement
2. Virtual Project Manager, Online Terms of Service

PREPARED BY

Keith Bredehoeft, Public Works Director

December 15, 2021

ONLINE TERMS OF SERVICE

Virtual Project Manager Inc.

END USER LICENSE AGREEMENT

TERMS OF USE:

BY ACCESSING "Virtual Project Manager Inc. (VPM), YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "EULA AGREEMENT") GOVERNING YOUR USE OF VPM ONLINE SYSTEM (THE SERVICE). IF YOU ARE ENTERING INTO THIS EULA AGREEMENT ON BEHALF OF ANOTHER THIRD PARTY ENTITY, INCLUDING A COMPANY, YOU ARE REPRESENTING THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IN SUCH A CASE, THE TERMS YOU OR YOUR REFERS TO SUCH ENTITY. IF YOU DO NOT HAVE THIS AUTHORITY, OR DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST EXIT ONSITE VPM, FORFEITING THE RIGHT TO USE THE SERVICE.

ONSITE VPM RESERVES THE RIGHT TO UPDATE AND CHANGE THE EULA AGREEMENT FROM TIME TO TIME WITHOUT NOTICE OR ACCEPTANCE BY YOU. THE EULA AGREEMENT WILL ALSO BE APPLICABLE TO THE USE OF THE SERVICE ON A TRIAL BASIS. BY USING THE SERVICE, YOU SIGNIFY YOUR IRREVOCABLE ACCEPTANCE OF THIS EULA AGREEMENT. THE WEBSITE AND ANY DOWNLOADABLE SOFTWARE ASSOCIATED WITH THE SERVICE ARE PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES.

SERVICE

VPM will provide you with use of the Service.

Onsite VPM, a server-based software product that allows a user to manage many phases of one or more construction or other projects through an interactive, centralized, real time, unalterable database and communication hub allowing for User generated reports.

A "VPM Account" or "Account" referred to herein means a web site, provided by VPM, made available to you pursuant to a Service Agreement with Onsite VPM and this EULA Agreement. You may use VPM to create, update, share, and publish information, data, text, software, messages or other materials ("Content").

Without limiting the foregoing, the Service is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the EULA Agreement. In order to use the Service, You must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, You must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

You agree not to access the Service by any means other than through the interfaces that are provided by VPM, for use in accessing the Service. VPM will provide the Service in accordance with this EULA Agreement. VPM may at its sole discretion modify the features of the Service from time to time without prior notice.

Your registration for, and /or use of the Service constitutes your consent to abide by this EULA Agreement and any other agreements herein, including but not limited to VPM privacy and security policies.

Privacy; Security; Disclosure Onsite VPM reserves the right to modify its privacy and security policies using its reasonable discretion from time to time. If you become a User of the Service, you agree that Onsite VPM can disclose the fact that you are a User. Upon logging into the Service, Users may be asked whether or not they wish to receive marketing and other Service-related communications from Onsite VPM. Users may opt out of receiving such communications at that time by changing their preferences or through email notification. Because the Service is a hosted, online application, Onsite VPM may occasionally need to communicate with all Users, whether or not they have opted out due to important announcements regarding the operation of the Service. VPM provide links to third party sites to you only as a matter of convenience, and in no event shall VPM be responsible for any content, products, or other materials on or available from such sites, nor does VPM endorse any sites on the Internet that are linked through the Service.

VPM reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice at any time. You agree that VPM not be liable to You or to any third party for any modification, suspension, termination or discontinuance of the Service.

REGISTRATION

In order to use the Service, You must have a valid Account. To acquire an Account for the Service, You must provide VPM with an electronic mail address and other information ("Registration Data"). You will choose a Username and password for Your Account during the Service's registration process. You are responsible for maintaining

the confidentiality of the Username and password for Your Account, and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately notify VPM of any unauthorized use of Your Account or any other breach of security, and (b) ensure that You logout from Your Account at the end of each session. VPM cannot and will not be liable for any loss or damage arising from Your failure to comply with this section. In consideration of use of the Service, You agree to: (a) provide true, accurate, current and complete information about Yourself as prompted by the Service's registration form, and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. VPM assumes no duty to verify such information as further detailed in CONTENT OF THE SERVICE. If You provide any information that is untrue, inaccurate, not current or incomplete, or VPM has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, VPM has the right to suspend or terminate Your Account and refuse any and all current or future use of the Service (or any portion thereof).

If You register to use the Service on a free-trial basis, You will also have to go through the registration process. If You are under 18 years of age then You are required to have a parent or guardian review and complete the registration process on your behalf.

INTELLECTUAL PROPERTY OWNERSHIP

VPM alone, and its licensors, where applicable, shall own all right, title and interest, including all related Intellectual Property Rights, in and to Onsite VPM technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This EULA Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, VPM, s technology or the Intellectual Property Rights owned by VPM. VPM name, logo and taglines, including but not limited to "Communicating All The Time" are trademarks of VPM and no right or license is granted to use them. You will not, nor cause, or allow anyone to, remove, deface or obscure any of VPM or its suppliers' copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein, or associated with the Service. You may not reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with the Service. "VPM" is a trademark of VPM, Inc.

USER LICENSES, RESTRICTIONS & RESPONSIBILITIES

You are responsible for maintaining the security of Your Content and VPM Account, and You are fully responsible for all activities that occur under the Account and any other actions taken in connection with the VPM Account, including those of Your Users. You agree to immediately notify VPM of any unauthorized uses of the Account or any other breaches of security. VPM cannot and will not be liable for any loss or damage from Your failure to comply with this security obligation. You acknowledge and agree that

under no circumstances will VPM be liable, in any way, for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

VPM does not own any data, information or material that you submit to the Service in the course of using the Service ("Subscriber Data"). You understand that all Subscriber Data is the sole responsibility of the person from which such Subscriber Data originated. This means that You, and not VPM, are entirely responsible for all Subscriber Data that You upload, post, transmit or otherwise make available via Your Account or the Service. VPM does not control the Subscriber Data posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Subscriber Data. You understand that by using the Service, You may be exposed to Subscriber Data that is offensive, indecent or objectionable. Under no circumstances will VPM be liable in any way for any Subscriber Data, including, but not limited to, for any errors or omissions in any Subscriber Data, or for any loss or damage of any kind incurred as a result of the use of any Subscriber Data posted, transmitted or otherwise made available via the Service. You acknowledge that VPM does not pre-screen Subscriber Data, but that VPM and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Subscriber Data that is available via the Service. Without limiting the foregoing, VPM and its designees shall have the right to remove any Subscriber Data that violates the EULA Agreement or is otherwise objectionable. You agree that You must evaluate, and bear all risks associated with, the use of any Subscriber Data, including any reliance on the accuracy, completeness, or usefulness of such Subscriber Data. In this regard, You acknowledge that You may not reasonably rely on any Content created by VPM or submitted to VPM. You acknowledge and agree that VPM may preserve Subscriber Data and may also disclose Subscriber Data if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the EULA Agreement; (c) respond to claims that any Subscriber Data violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Onsite VPM, its users and the public. You understand that the technical processing and transmission of the Service, including Your Subscriber Data, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Should Subscriber Data be found or reported to be in violation with, but not limited to, the following terms, it will be in VPM, LLC's sole discretion as to what action should be taken.

You shall have sole responsibility for the accuracy, quality, truthfulness, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Subscriber Data. VPM reserves the right to withhold, remove and/or discard Subscriber Data without notice for any breach, including, without limitation, non-payment of Service fees associated with your account.

You agree that You will not:

(a) upload, post, transmit or otherwise make available any Subscriber Data that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;

(b) harm minors in any way;

(c) impersonate any person or entity, including, but not limited to, a VPM official, forum leader, guide or host, or falsely state or otherwise misrepresent Your affiliation with a person or entity;

(d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Subscriber Data transmitted through the Service;

(e) upload, post or otherwise transmit any Subscriber Data that You do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(f) upload, post or otherwise transmit any Subscriber Data that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;

(g) upload, post, or transmit unsolicited commercial email or "spam". This includes unethical marketing, advertising, or any other practice that is in any way connected with "spam", including but not limited to (a) sending mass email to recipients who haven't requested email from You or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting Your site by posting multiple submissions in public forums that are identical;

(h) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(i) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(j) intentionally or unintentionally violate any applicable local, state, national or international law, and any regulations having the force of law;

(k) "stalk" or otherwise harass another;

(l) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual;

(m) offer for sale or sell any item, good or service that (a) violates any applicable federal, state, or local law or regulation, (b) You do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (c) VPM determines, in its sole discretion, is inappropriate for sale through the Service provided by VPM;

(n) use the Account website as a redirecting/forwarding service to another website;

(o) exceed the scope of the Service that You have signed up for; for example, accessing and using the tools that You do not have a right to use, or having humans share User logins, or deleting, adding to, or otherwise changing other people's comments or content as an Account holder.

If any user is reported to be in violation with the letter or spirit of these terms, VPM retains the right to terminate such account at any time without further warning.

GENERAL PRACTICES REGARDING USE AND STORAGE.

You agree that VPM has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Subscriber Data and other communications maintained by the Service.

You acknowledge that VPM may establish general practices and limits concerning use of the Service and may modify such practices and limits from time to time.

VPM retains the right to create limits on use and storage at our sole discretion at any time with or without notice. You acknowledge that we reserve the right to log off users who are inactive for an extended period of time.

You agree that You will not:

(a) upload, post, email, or otherwise transmit any computer routines, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(b) interfere with or disrupt our Service or networks connected to our website or through the use of our Service, or disobey any requirements, procedures, policies or regulations of networks connected to our website or through the use of our Service, or otherwise interfere with our Service in any way, including through the use of JavaScript, active or other coding;

(c) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or

(d) copy, reproduce, alter, modify, or publicly display any information displayed on our website (except for Your Information), or create derivative works from our website (other than from Your Information), to the extent that such action(s) would constitute copyright infringement or otherwise violate the intellectual property rights of VPM or any other third party, except with the prior written consent of VPM or the appropriate third party.

CONTENT OF THE SERVICE.

VPM takes no responsibility for third-party content (including, without limitation, any viruses or other disabling features), nor does VPM have any obligation to monitor such third-party content. VPM reserves the right at all times to remove or refuse to distribute any content on the Service, such as content which violates the terms of this EULA Agreement. VPM also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this EULA Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of VPM, its users and the public. VPM will not be responsible or liable for the exercise or non-exercise of its rights under this EULA Agreement.

Upon termination for cause, your right to access or use Subscriber Data immediately ceases, and VPM shall have no obligation to maintain or forward any Subscriber Data. VPM shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Subscriber Data. In the event this EULA Agreement is terminated other than by reason of your breach VPM will grant you access to your data for no less than 60 days following termination of the Service for a fee outlined in your Service Agreement if you so request at the time of termination.

TERMINATION UPON EXPIRATION/

REDUCTION IN NUMBER OF LICENSES

This EULA Agreement commences on the date effective of the Service Agreement. The Initial Term will be determined based on the terms outlined in the Service Agreement commencing on the date you agree to pay for the Service by completing the Service Agreement. Upon the expiration of the Initial Term, this EULA Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term. Either party may terminate this EULA Agreement or reduce the number of licenses, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least thirty (30) business days prior to the date of the invoice for the following term.

TERMINATION FOR CAUSE

Any breach of the Customer's payment obligations or unauthorized use of VPM Technology or Service will be deemed a material breach of this EULA Agreement. VPM in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this EULA Agreement, including but not limited to, inappropriate and/or unauthorized use. In addition, VPM may terminate a free account at any time in its sole discretion. You agree and acknowledge that VPM has no obligation to retain Subscriber Data, and may delete such data if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 60 days of notice of such breach.

REPRESENTATIONS & WARRANTIES

Each party represents and warrants that it has the legal power and authority to enter into this EULA Agreement. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

INDEMNIFICATION

You shall indemnify and hold VPM its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, consultants, attorneys, agents and suppliers harmless from and against any and all claims, costs, damages, losses, liabilities and expenses, including attorneys' fees and costs, arising out of or in connection with the following:

a claim alleging that use of the Subscriber Data infringes the rights of, or has caused harm to, a third party; a claim, which if true, would constitute a violation by you of your representations and warranties;

a claim arising from the breach by you or your Users of this EULA Agreement;

Your use of Your Account;

Your violation of this EULA Agreement;

The infringement or violation by You or any other User of Your Account, of any intellectual property or other right of any person or entity.

DISCLAIMER OF WARRANTIES

You understand and agree that the Service is provided "as is" and VPM, its affiliates, suppliers and Resellers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, non-infringement or bailment of your data on VPM servers. VPM, its affiliates, suppliers and resellers make no warranty or representation regarding the results that may be obtained from the use of the Service, the security of the Service, or that the Service will meet any user's requirements. Use of the Service is at Your sole risk. You will be solely responsible for any damage to You resulting from the use of the Service. The entire risk arising out of use, security or performance of the Service remains with You.

Without limiting the foregoing: VPM AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. VPM AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT:

(A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA;

(B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS;

(C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE;

(D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS;

(E) ERRORS OR DEFECTS WILL BE CORRECTED; OR

(F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY VPM AND ITS LICENSORS.

INTERNET DELAYS

VPM SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

VPM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

LIMITATION OF LIABILITY

IN NO EVENT SHALL VPM AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL VPM AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, BUSINESS, USE OR OTHER PECUNIARY OR ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT AND/OR SUBSCRIBER DATA OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER TYPES OF DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

LOCAL LAWS AND EXPORTATION

You acknowledge that the Service, or portion thereof may be subject to the export control laws of the United States. You will not export, re-export, divert, transfer or disclose any portion of the Service or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.

MODIFICATION TO TERMS

VPM reserves the right to modify the terms and conditions of this EULA Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this EULA Agreement on the Service. You are responsible for regularly

reviewing this EULA Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

ASSIGNMENT; CHANGE IN CONTROL; RESALE

This EULA Agreement may not be assigned by you without the prior written approval of VPM but may be assigned without your consent by VPM to the following: a parent or subsidiary; an acquirer of substantially all of the assets of, or equity ownership in, entity Users; or a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of VPM directly or indirectly owning or controlling 50% or more of you shall entitle VPM to terminate this EULA Agreement for cause immediately upon written notice.

NO DUPLICATING OR RESELLING

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express permission by VPM.

GENERAL

This EULA Agreement shall be governed by Oregon law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this EULA Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Bend, Oregon.

You acknowledge that any use of the Service contrary to this EULA Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Service, may cause irreparable injury to VPM, its affiliates, suppliers and any other party authorized by Onsite eNet, LLC to resell, distribute, or promote the Service ("Resellers"), and under such circumstances VPM, its affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

If any provision of this EULA Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

No text or information set forth on any form or document other than a Service Agreement, if applicable shall add to or vary the terms and conditions of this EULA Agreement.

The failure of VPM to enforce any right or provision in this EULA Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by you in writing.

No joint venture, partnership, employment, or agency relationship exists between you and VPM as a result of this EULA Agreement or use of the Service.

This EULA Agreement, together with any applicable Service Agreement, comprises the entire agreement between You and VPM and supersedes all prior negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising of or related to use of VPM services or this EULA Agreement or the Service Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

DEFINITIONS

As used in this EULA Agreement and in any Service Agreements now or hereafter associated herewith:

"EULA Agreement" means these online terms of use, and any materials available on the www.virtual-pm.com website specifically incorporated herein by reference therein, as such materials, including the terms of this EULA Agreement, may be updated by www.virtual-pm.com from time to time in its sole discretion;

"Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service;

"Effective Date" means the earlier of either the date this EULA Agreement is accepted by selecting the "I Accept" option presented on the screen after this EULA Agreement is displayed or the date you begin using the Service;

"Initial Term" means the initial period during which you are obligated to pay for the Service;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

"License Administrator(s)" means those Users designated pursuant to the Service Agreement as authorized to purchase licenses online by adding Users and to create User accounts and otherwise administer use of the Service;

"License Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Service Agreement;

"VPM" means collectively VPM, an Oregon company, having its principal place of business at P.O. Box 8127, Bend, OR 97708.

"VPM" means all of VPM proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by VPM in providing the Service;

"Service" means the specific edition of VPM online project management systems, including, but not limited to any and all modules within Onsite eNet which is developed, operated, and maintained by VPM;

"Service Agreement" means the agreement evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Service Agreement to be incorporated into and to become a part of this EULA Agreement (in the event of any conflict between the terms of this EULA Agreement and the terms of any other such Service Agreement, the terms of this EULA Agreement shall prevail);

"Subscriber Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service;

"User(s)" means your employees, representatives, consultants, contractors, agents, or clients who are authorized to use the Service and have been supplied user identifications and passwords by your License Administrator or by VPM at your request.

VER 1.0



SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into as of the Effective Date (defined below) by and between **Virtual Project Manager LLC**, an Oregon limited liability company (“VPM”), whose address is P.O. Box 8127 Bend, Oregon 97701, and the person or entity identified below (“Customer”).

VPM agrees to make its web-based project management system known as Virtual Project Manager and related services available to Customer, on and subject to the terms and conditions of this Agreement. This Agreement consists of the Specific Terms listed below, the Standard Terms and Conditions attached hereto, and the online Terms of Service for Virtual Project Manager.

SPECIFIC TERMS

Customer:	City of Prairie Village, KS
Effective Date:	January 1, 2022
Fees (see breakdown below):	Service Fee (check plan selected): ☒ Yearly Plan -- \$15,000 per year, billed annually with payments due upon receipt of invoice. ☐ Monthly Plan -- \$1,500 per month, billed monthly with payments due upon receipt of invoice. Implementation/Training Fee: \$5,000 – one-time fee payable upon execution of this Agreement. Guarantee/Refunds: If Customer is not satisfied with the VPM Service for any reason, Customer may terminate this Agreement by written notice given to VPM within sixty (60) days after the Effective Date and all previously paid Service Fees will be refunded. If no such termination notice is given, all fees are nonrefundable, except as set forth in the Standard Terms and Conditions. Additional Fees: The above fees are for one Customer location with one single administrative login. Customer location is defined as all projects that are funded in whole or in part by the customer. Additional locations and/or administrative logins are subject to additional fees.

Term of Agreement:	If Yearly Plan selected: one year after the Effective Date, subject to renewal or termination as provided in this Agreement. If Monthly Plan selected: month-to-month (commencing on the Effective Date) until terminated on date shown on contract or at least 30 days prior written notice.
VPM Service:	VPM's Web-based project management system known as Virtual Project Manager, which consists of the modules/features from time to time listed on the VPM website. The VPM Service will also include new modules/features added to the VPM Service by VPM from time to time, provided such new modules/features are generally made available at no additional charge to customers of the VPM Service.

The parties' duly authorized representatives have executed this Agreement (including the Standard Terms and Conditions on the following pages) effective as of the date set forth above.

VPM:

VIRTUAL PROJECT MANAGER LLC

By: _____
Lex Zuber, President

CUSTOMER:

City of Prairie Village, KS

By: _____
Name: _____
Title: _____

VIRTUAL PROJECT MANAGER

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions, together with the above Specific Terms and the online Terms of Service ("TOS") for the VPM Service, govern Customer's use of the VPM web-based project management system and associated services (the "VPM System").

1. **Use of VPM System.** Subject to the terms of this Agreement and the TOS, VPM hereby grants Customer and its authorized employees and consultants, as well as Customer's contractors and their respective employees to the extent authorized by Customer (each, an "Authorized User"), the right to access and use the VPM System via the Internet for Customer's customary and ordinary project management purposes (the "Permitted Use"), to enter into the VPM System data and information regarding Customer projects ("Customer Data"), to have the Customer Data stored on servers owned or leased by VPM, and to use the Customer Data available through the VPM System for the Permitted Use. Customer shall be solely responsible for determining the Authorized Users who have access to the VPM System, and VPM shall have no liability to Customer, any Authorized User, or any third party arising out of any use of the VPM System by any Authorized User.

2. **Restrictions.** Customer understands and agrees that it is not being granted the right to use the VPM System or any software associated with it except by accessing the VPM System website through VPM-provided Web interfaces as described above. Customer shall not: (a) copy, reproduce or duplicate the VPM System or website or any software related thereto for any purposes; (b) modify, disassemble, reverse engineer, decompile or prepare derivative works of the VPM System or website or any software related thereto, or in any way use the VPM System to assist in developing any competing product or service; (c) rent, sublicense, assign, transfer, or grant any third party any rights in the VPM System or website or any software related thereto; or (d) use, adopt or attempt to register anywhere in the world, whether alone or together with any other mark, symbol or name, "Virtual Project Manager." The VPM Service is intended for access and use by means of Web browsing software, and VPM does not commit to support Web browsing platforms or guarantee that the VPM System will be compatible with all browsing platforms.

3. **Passwords and Login.** All access to the VPM System shall be by password, and each Authorized User shall have his or her own uniquely identifiable login and password. Authorized Users shall not share their logins or passwords with other persons or provide online access to VPM for any other person without VPM's prior written consent. Customer agrees to notify VPM promptly if it has any reason to believe that any third party has unauthorized access to such information. Customer shall be solely responsible for any and all use of the VPM System occurring under its Authorized Users' logins and passwords and for each Authorized User's compliance with the terms of this Agreement and the TOS. VPM reserves the right to suspend or terminate an Authorized User's access to the VPM System if such Authorized User violates any of the terms of this Agreement or the TOS.

4. **Terms of Service.** The VPM System is provided subject to the terms and conditions of this Agreement and the TOS. The TOS, as they may be amended, restated, or updated from time to time by VPM, are by this reference incorporated herein and made a part of this Agreement. Customer acknowledges it has reviewed and is familiar with the TOS. In the event of any conflict between the terms of this Agreement and the TOS, the terms of this Agreement shall control.

5. **Customer Data; No Loading of Personal Information.** All Customer Data shall be owned by Customer. Customer and its Authorized Users are solely responsible for any Customer Data posted or uploaded into the VPM Service or transmitted via the VPM System. VPM does not control and does not make any representations or warranties whatsoever regarding the Customer Data. Customer agrees that it shall be responsible for and bear all risks associated with the accuracy, integrity, completeness, or quality of Customer Data. Neither Customer nor any Authorized User shall load into the VPM

System any “personally identifiable information” or “sensitive personal information” as such terms are defined in applicable state or Federal privacy laws or any “personal information” as defined in the EU General Data Protection Regulation (to the extent it is applicable). Additional restrictions and provisions applicable to the Customer Data are set forth in the TOS. VPM reserves the right to delete from the VPM System any Customer Data that violates the terms of this Agreement or the TOS.

6. Representations and Warranties; Indemnification. Each party represents and warrants that (a) the making, execution and performance of this Agreement on behalf of such party has been duly authorized by all necessary company or governmental action, and no consent from any third party is required for such party to enter into this Agreement or perform its obligations hereunder, and (b) the individual executing this Agreement on behalf of such party has been duly authorized to do so. VPM represents and warrants to Customer that it has the right to grant Customer access to the VPM System as contemplated in this Agreement, and the VPM System does not infringe the Intellectual Property Rights (as defined below) of any third party. Customer represents and warrants to VPM that it has all required legal and other rights to load Customer Data into the VPM System and otherwise use such data in connection with the VPM System, that such actions will not violate any applicable laws or infringe the Intellectual Property Rights or privacy or other rights of any third party. Each party (“Indemnifying Party”) agrees to indemnify, defend and hold harmless the other party and its owners, members, managers, directors, employees and agents from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of third party claims alleging or based on the breach of any representation or warranty made by the Indemnifying Party hereunder.

7. Modifications of VPM System. VPM reserves the right at any time to revise and modify the VPM System and alter its features, specifications, capabilities and/or functions, without the consent of or notice to Customer or any Authorized User.

8. System Maintenance; Downtime. Customer acknowledges and agrees that (i) it may be necessary to take down the VPM System and Website from time to time or on a periodic basis for maintenance or to resolve technical problems, upgrade software, or otherwise help ensure the reliable and efficient operation of the VPM System, and (ii) due to the foregoing or due to power interruptions, communication systems failures or other conditions outside VPM’s control, the VPM System may occasionally be unavailable. Customer waives any and all claims against VPM arising from any such availability. VPM will use reasonable efforts to minimize the time during which the VPM System is down for such reasons.

9. Payment of Fees; Taxes. In consideration of the rights granted by VPM under this Agreement, Customer agrees to pay VPM the fees set forth in the Specific Terms or otherwise agreed to by the parties. All fees are due upon receipt of an invoice. All fees are deemed fully earned when due or upon invoicing and will not be prorated or refunded if this Agreement is terminated or expires except as expressly set forth in the Specific Terms. Overdue amounts shall, at VPM’s option, accrue interest at the rate of 1.5% per month. Fees payable under this Agreement are net amounts and do not include sales, use, value-added, or any other taxes except for income taxes levied on VPM with respect to such fees. All such taxes will be the responsibility of and paid or reimbursed by Customer.

10. Limitation on Warranties. THE VPM SYSTEM AND WEBSITE, AND THE SERVICES AND CUSTOMER DATA AVAILABLE THERE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VPM DOES NOT WARRANT THAT THE VPM SYSTEM OR ANY VPM DATA OR CUSTOMER’S ACCESS THERETO WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT CUSTOMER DATA WILL BE ACCURATE, COMPLETE, ERROR-FREE OR UNCORRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY ON ACCOUNT THEREOF.

11. Limitation of Liability. IN NO EVENT SHALL VPM, ITS MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS OR OTHER REPRESENTATIVES BE LIABLE UNDER ANY THEORY, INCLUDING BUT NOT LIMITED TO CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR PRODUCT LIABILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS OR DATA, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS), ARISING FROM OR RELATING TO THE USE OF OR INABILITY TO USE THE VPM SYSTEM OR ANY VPM DATA OR FROM ERRORS, OMISSIONS OR OTHER INACCURACIES IN ANY VPM DATA ACCESSED THROUGH THE VPM SYSTEM, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT PREJUDICE TO THE FOREGOING LIMITATIONS, THE AGGREGATE LIABILITY OF VPM TO CUSTOMER UNDER THIS AGREEMENT UNDER ANY AND ALL THEORIES, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO VPM UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD.

12. Intellectual Property Ownership. VPM and its licensors, where applicable, own all right, title and interest, including all Intellectual Property Rights, in and to the VPM System, all content provided on the VPM System website and all underlying software used in connection with the VPM System. This Agreement is not a sale and does not convey you any rights of ownership in any of the foregoing. The "VPM" and "Virtual Project Manager" name, logo and taglines, including but not limited to "Built by Cities for Cities" and "Built for Municipalities by Municipalities" are trademarks of VPM and no right or license is granted to use them. If Customer or any Authorized User gives VPM verbal or written feedback regarding the VPM System, Customer agrees that VPM will have a perpetual, unrestricted, assignable and royalty-free license and right to use and incorporate some or all of such feedback into the VPM System or other product or service offered by VPM. As used herein, "Intellectual Property Rights" means all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights.

13. Term and Termination. The initial term of this Agreement is set forth on the Specific Terms. Either party may terminate this Agreement at any time for any reason by giving the other party at least sixty (60) days prior written notice in which event a pro-rata portion of any Service Fees shall be refunded to Customer. This Agreement may also be terminated by either party if the other party breaches any provision of this Agreement and does not cure the breach, if curable, within twenty (20) days after written notice thereof specifying the default.

14. Effect of Termination. Upon termination or expiration of this Agreement for any reason, all rights granted by VPM under this Agreement, including the right to access the VPM System, will immediately cease. Except where termination is a result of VPM's default or VPM's election to terminate for convenience, in which case Customer shall be entitled to a pro-rata refund, upon termination or expiration of this Agreement, all unpaid fees owed by Customer through the end of the then-current term shall be due and payable immediately, and no prepaid fees shall be refunded except as expressly provided in the Specific Terms. In addition, following termination or expiration of this Agreement, VPM shall have no responsibility for Customer Data and shall have the right, upon at least thirty (30) days prior notice to Customer, to delete some or all Customer Data from its systems.

15. Use of Customer Name. (Intentionally left blank)

16. Communications with Users; Marketing. Subject to VPM's privacy policy in effect from time to time and applicable law, unless Customer has opted out of receiving such communications, Customer

agrees that VPM will have the right to (a) transmit or cause to be transmitted to Customer and its Authorized Users (unless they have opted out) marketing and related communications from VPM relating to its products and services, and (b) transmit or permit to be transmitted to Customer and its Authorized Users (unless they have opted out) marketing and related communications from VPM's affiliates and/or business partners relating to their products and services. Customer and its Authorized Users may opt out of receiving some or all of these communications at that time by changing preferences or through email notification of VPM. Because the VPM System is a hosted, online application, VPM may occasionally need to communicate with all Authorized Users, whether or not they have opted out, due to important announcements regarding the operation of or modifications to the VPM System.

17. Miscellaneous. This Agreement (including the Specific Terms and the TOS) constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, proposals, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. This Agreement will be governed by the laws of the State of Kansas. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court for Johnson County, Kansas, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive, in any bankruptcy case, arbitration proceeding or court case. If any provision of this Agreement or the TOS is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Customer may not assign any of its rights or obligations under this Agreement without VPM's prior written consent. This Agreement may be executed manually or by facsimile in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by a local, regional or national communications or power failure or interruption, labor dispute, shortage of materials, database corruption, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible. The parties do not intend by this Agreement to confer any right or remedy on any third party. The provisions of Sections 2, 6, 10, 11, 12, 14 and 16, and any other provisions of this Agreement or the TOS that should reasonably be expected to survive, shall survive the termination or expiration of this Agreement. Each party acknowledges and agrees that remedies at law for a breach or threatened breach of any of the provisions of this Agreement may be inadequate and, in recognition of this fact, each party agrees that in addition to any remedies at law (including, without limitation, damages), equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy shall be available in the event of a breach or threatened breach of this Agreement.

Due to COVID-19 restrictions, some meetings will be held virtually. Please continue to check <http://pvkansas.com> for access details.

MAYOR'S ANNOUNCEMENTS
Monday, December 20, 2021

Christmas Eve observed (City offices close at noon)	12/23/2021	
Christmas Day observed (City offices closed)	12/24/2021	
New Year's Day observed (City offices closed)	12/31/2021	
City Council	01/03/2022	6:00 p.m.
Planning Commission	01/04/2022	7:00 p.m.
Tree Board	01/05/2022	6:00 p.m.
Arts Council	01/12/2022	5:30 p.m.
Martin Luther King, Jr. Day (City offices closed)	01/17/2022	
City Council	01/18/2022	6:00 p.m.

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INFORMATIONAL ITEMS
December 20, 2021

1. Diversity Committee meeting minutes – October 20, 2021
2. Environmental Committee meeting minutes – October 27, 2021
3. Planning Commission meeting minutes – November 4, 2021
4. Ad Hoc Housing Committee meeting minutes – November 16, 2021

Diversity Committee Meeting Minutes

Date: 10/20/2021

Members in Attendance:

Melissa Brown
Etienne (ETN) Clatanoff
Todd Harris
John McKinney
David Magariel
Tucker Poling
Tim Schwartzkopf
Pastor Dennis Solis

Approval of Minutes:

Approved

Presentations/Updates:

Interpretive Panel Update from David Magariel and Dr. Sandra Enriquez.

Racial Equity in Communities Update from Melissa Brown

Old Business:

Policing Data Discussion/Direction from Committee – Discussed moving this topic to the Citizens Advisory Board. George Williams will provide Citizen Advisory Board Updates to the Diversity Committee moving forward.

New Business:

PV Arts Council Diversity Art Show/Direction from Committee – The Committee reviewed the entry statement language and intent and then voted in favor of collaborating with the Arts Council for this event.

Items/Topics to be Added to Next Agenda:

John McKinney would like to share a presentation regarding the SMSD DEI efforts.

Etienne Clatanoff would like to work on some ideas for activities and meet ups for diverse children living in Prairie Village.

Adjournment

The Environmental Committee met via Zoom on Wednesday, October 27, 2021, at 5:30 p.m.

Presentation

Zina Stankewsky, with PCs for People, gave a presentation about what the organization does. They pick up electronics, refurbish, and then resell for a low fee to those who do not otherwise have access to computers or internet. Options include a one-day drive or drop-off over a period of time. The group is certified to wipe device memory and provide a certification that the item was destroyed or wiped. They are most interested in laptops, desktops and pcs. Items do not need to be working. They charge a small fee for larger, less usable items. They generally need approximately four weeks of notice.

The meeting was called to order once quorum was established at 5:57pm

Members in Attendance

Chair – Ian Graves

Co-chair – Piper Reimer

City staff liaison – Ashley Freburg

Committee Members - Nathan Kovac, Magda Born, Margaret Thomas, Penny Mahon, Stephanie Alger, Laura Lyons

Agenda

Ian moved to approve amended agenda (presentation moved to occur before meeting called to order, due to waiting on quorum): Motion by Ian, second by Piper, unanimous approval.

Minutes

Ian moved to approve August 2021 minutes, second by Piper, unanimous approval.

Old Business

Cities Race to Zero

Ian explained the choice to move the decision regarding Cities Race to Zero to Committee of the Whole due to deadline constraints. The Committee will consider writing a brief piece to submit to next Village Voice. Explanation of role Environmental Committee will play in administration of this commitment. Should add this item to the official list of what the committee is tasked with. Piper will email link to Cities Race to Zero to committee. Nathan will email committee suggestions. Penny will draft Village Voice submission, Piper will provide necessary info.

Dynamhex

Margaret requested Dynamhex report on their finding. Ashley reported Dynamhex will report to City Council on Nov. 15.

Proposed new Mission Environmental event in second quarter 2022:

Ian gave update: The group intends to hold event indoors, working to find suitable large indoor space due to continuing COVID-19 concerns.

Recent Tour of Recycling Event:

Nathan gave brief explanation of tour experience, and reported that currently recyclables are all being sold domestically. Margaret reported on common contaminants in recycling stream.

Adjournment

Margaret moved to adjourn, Piper seconded, passed unanimously.

Meeting adjourned 6:33 pm

PLANNING COMMISSION MINUTES NOVEMBER 3, 2021

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Wednesday, November 3, 2021 at 7:00 p.m. Chair Greg Wolf called the meeting to order via Zoom at 7:00 p.m. with the following members present: Jonathan Birkel (via Zoom), James Breneman, Patrick Lenahan, Melissa Brown, Nancy Wallerstein (via Zoom) and Jeffrey Valentino (via Zoom).

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

APPROVAL OF MINUTES

Mr. Breneman moved for the approval of the minutes of the October 5, 2021 regular Planning Commission meeting. Ms. Wallerstein seconded the motion, which passed unanimously.

PUBLIC HEARINGS

None

NON-PUBLIC HEARINGS

PC2021-116 Conditional Use Permit - Drive-up Service (Non-Food and Beverage)
 3500 W. 75th Street
 Zoning: C-0
 Applicant: Ron Shaffer, RLS Architects

Mr. Brewster stated that the application was a continuation of a previous application for a conditional use permit for a drive-up automatic teller machine (ATM) and building signage. The proposed location of the ATM was originally approved at the August 3, 2021 Planning Commission meeting; since that time, the applicant selected a different location for the ATM in the building parking lot. The new location is a greater distance from the adjacent homes to the north than what was initially approved. The applicant also made changes to the proposed signage, and no longer requires Planning Commission approval.

Mr. Brewster said that staff recommended approval of the revised site plan and revised conditional use permit subject to the following conditions:

1. No audio service prompts should be permitted, and noise shall otherwise be mitigated through either the technology or design of the canopy.
2. Materials and colors of the canopy should be further specified and confirmed. The plan states duranodic (metallic) and burgundy will be used. A combination of muted colors, complimentary building materials, and/or a lower-profile canopy should be considered to tie the structure in with the building and site, and to minimize impacts on adjacent residential property.
3. Lighting of the sign and canopy should be the minimum to provide for security and adequate visibility of the canopy sign at the entrance to the site. Prior to permits the applicant shall submit details and specifications for the canopy and sign that demonstrate compliance with the outdoor lighting standards and the standards for illuminating signs.

Applicant Ron Shaffer with RLS Architects, 4011 Homestead Drive, was present to discuss the project. He stated that he agreed with the conditions for approval presented by staff.

Mr. Breneman, Mr. Lenahan and Mr. Birkel shared concerns about the lighting of the ATM signage impacting residents to the north and east of the parking lot, and suggested that the signage be installed in a way that would prevent lighting from being visible from the north and east.

Mr. Lenahan made a motion to approve the conditional use permit with the three conditions presented by staff, as well as a fourth condition that the lighting of the sign shall not be visible from the east at night. Mr. Valentino seconded the motion, which passed unanimously.

PC2021-119 Revised Site Plan
 Homestead Country Club
 Zoning: R-1A
 Applicant: Jeff Pflughoft / Dennis Hulsing

Mr. Brewster said that the application was a continuation from a previous meeting to make several changes to the facilities at the country club. At its July 13 meeting, the Planning Commission approved reconfiguration changes to the parking lot as well as lighting and landscape plans, but continued the building of a proposed structure over a pickleball court. Additionally, the applicants were seeking approval for a covered pool deck and the building of an accessory structure to the west of the tennis enclosure.

Mr. Brewster presented the following considerations to the Planning Commission:

1. Approval of the accessory structure west of the tennis enclosure.
2. Approval of the enclosed pickleball structure due to a Planning Commission determination of one of the following:
 - a. That due to the scale, location, and relationship to the larger tennis enclosure, this structure would be eligible for treatment as a generic accessory building.
 - b. Based on additional design details provided by the applicant or required by the Planning Commission, compatibility with the clubhouse and the tennis structure is demonstrated - particularly at the frontage visible from Homestead Court.
 - c. In either case, the applicant shall provide the maximum height of the structure and a revised drainage study shall be required and approved by Public Works prior to any permits being issued.
3. The proposed pool deck should not be approved until more specific designs and dimensions of the structure are provided (height, setback from property, materials, design and details of the enclosure, and potential sound and light mitigation for any utilities or services that will be provided in the structure. In the case that the proposed deck is only a surface with a minor accessory structure associated with it (under 300 square feet), it may be approved subject to the requirement of a revised stormwater study and drainage permit being issued by Public Works prior to any building permits.

The following additional conditions were part of the partial approval of the revised site plan by the Planning Commission in July 2021:

4. The applicant and the City (via Public Works) explore prohibiting parking on one side of Homestead Court, and the applicant specifically implements parking management processes and policies that reduce the practice of parking on Homestead Court to overflow situations, only and that no members or employees routinely park on the street when other available parking exists.
5. The revised court configuration (13 tennis courts and 10 pickleball courts) is approved, provided the pickleball is located in the central-most portions of the court areas near the clubhouse. This is intended to place the more intense activity and potential noise increases that result from pickleball furthest from adjacent residential areas.
6. Landscape for the increased 50 feet of parking lot perimeter on the north boundary be added to meet the ordinance requirement (five shrubs for 25 feet of perimeter), or if grade or existing plantings make this impractical, the applicant work with staff to plant additional evergreens or other type of barrier that meets the intent of the standard.

7. No other changes to the site are authorized, and any new configuration of the site, to include courts, lighting, traffic and parking control, or other facilities shall require staff review and a revised site plan or amended special use permit.

Jeff Pflughoft with Hulsing Hotels, 4100 Homestead Court, and Ben Gasper with SMH Consultants, 7212 Hadley Street, Overland Park, were present to discuss the application. Mr. Pflughoft stated that the proposed pickleball structure was merely an enclosure and would have interior lighting, but no other utilities. He added that the pool deck roof was proposed simply to provide shade for guests, and would have no walls or utilities.

Mr. Breneman and Mrs. Wallerstein stated that they recalled the proposed pickleball structure would not be enclosed. Mr. Pflughoft noted that the building would have overhead doors that could be opened when the court was in use to provide ventilation.

Mr. Valentino said that there was not enough information provided by the applicant to properly assess the proposed structures. He added that further details such as architectural style, materials, scale and elevations were necessary to vote on the proposal. Mr. Wolf asked Mr. Pflughoft if he would be willing to continue the application to a future meeting in order to prepare and provide more information. Mr. Pflughoft agreed.

After further discussion, Mr. Valentino made a motion to continue the application to a future Planning Commission meeting. Mr. Breneman seconded the motion, which passed unanimously.

OTHER BUSINESS

- Discuss clean-up revisions in zoning regulations related to site plan, sign and fence criteria

Ms. Robichaud stated the proposed revisions addressed items that trigger a site plan, specifically in relation to buffers And significant visual impacts to adjacent properties. Proposed changes to the sign standards would allow staff to review and approve sign proposals to ensure they meet design standards in the municipal code, reducing the need for site-specific sign plans to need Planning Commission approval each time a sign is to be switched out. Lastly, requirements for fence exceptions would be relaxed, so fewer applications would need to be reviewed by the Planning Commission.

After discussion, Ms. Robichaud said that a public hearing on the proposed changes would be held at the Planning Commission's December 7, 2021 meeting followed by a formal vote of the Planning Commission to be forwarded to the City Council for final consideration.

ADJOURNMENT

With no further business to come before the Commission, Chair Greg Wolf adjourned the meeting at 8:10 p.m.

Adam Geffert
City Clerk/Planning Commission Secretary

Ad Hoc Housing Committee Meeting Minutes November 16, 2021

Opening Remarks & Introductions

Chairs Jon Birkel and Ian Graves welcomed everyone to the meeting. Committee members Ron Nelson, Bonnie Limbird, and Mary Rimann were present. Matt Gillam, April Engstrom and Todd Harris were absent. Mayor Mikkelsen and Jamie Robichaud were present in their advisory capacity to the committee.

Consider Approval of Minutes from September 16, 2021

Ron Nelson moved to approve the minutes from the September 16, 2021 meeting. Bonnie Limbird seconded. The minutes from the September 16, 2021 meeting were unanimously approved by the Committee.

Housing Presentation from Jon Birkel

Chair Jon Birkel gave a presentation on some research he put together regarding what workforce housing means for Prairie Village, including the average salary for works in Prairie Village businesses and how that salary plays in to their housing and transportation costs.

Discussion on goals and strategies from Village Vision 2.0 and the UCS Housing Toolkit

The committee worked its way through Goals 1 and 2 of the Goals and Strategies spreadsheet, identifying the most relevant strategies for Prairie Village. The committee agreed to meet again in a few weeks to finish reviewing Goals 3, 4, and 5 prior to completing a prioritization exercise of the most relevant goals adopted by the committee.

The meeting adjourned at 7:20 p.m.