

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, January 3, 2022
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**

Dynamhex presentation

- 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 January 3. 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 January 3 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 20, 2021
- 2. Approval of service agreement for Public Works project management software

- IX. COMMITTEE REPORTS**
- X. MAYOR'S REPORT**

XI. STAFF REPORTS

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2022-01 Consider election of 2022 Council President
Mayor Mikkelson

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

2021 Exterior grant & sustainability grant report and 2022 recommended
program changes
Jamie Robichaud

COU2022-02 Discuss City efforts to mitigate the spread of COVID-19
Mayor Mikkelson

XV. ANNOUNCEMENTS

XVI. 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.



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
DECEMBER 20, 2021**

The City Council of Prairie Village, Kansas, met in regular session on Monday, December 20, 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, Cole Robinson, Inga Selders, Ron Nelson, Lauren Wolf, Bonnie Limbird (via Zoom), Dave Robinson, Piper Reimer (via Zoom), Greg Shelton, Courtney McFadden, Ian Graves (via Zoom), and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Keith Bredehoeft, Director of Public Works; Chris Brewster, City Planning Consultant with Gould Evans; 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

Mrs. McFadden made a motion to approve the agenda for December 20, 2021. Ms. Reimer seconded the motion, which passed unanimously.

PRESENTATIONS

- Gregg Zike and Michelle Pitsenberger with First Washington Realty provided an update on the Prairie Village, Corinth Square and Corinth Quarter shopping centers.

PUBLIC PARTICIPATION

None

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 - December 6, 2021
2. Approve of expenditure ordinance #3009



PRAIRIE VILLAGE KANSAS

3. Consider reappointment of City Municipal Judges and Prosecutor; approve Pro Tem City Prosecutor

Ms. Reimer 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

- **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)

Mr. Brewster said that the proposed changes addressed items that require a site plan, specifically in relation to buffers and significant visual impacts to adjacent properties. Changes to 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 require Planning Commission approval each time a sign is to be replaced. Additionally, requirements for fence exceptions would be relaxed, so fewer applications would need to be reviewed by the Planning Commission. The specific changes are as follows:

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

Mr. Brewster noted that the Planning Commission had recommended approval of the amendments at its meeting on December 7.

Mr. Gallagher made a motion to approve . The motion was seconded by Mr. Nelson. 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, Mikkelsen. The motion passed unanimously 13-0.



PRAIRIE VILLAGE KANSAS

- Ms. Reimer stated that Teen Councilmembers took a tour of City Hall and the Police Department on December 14.
- Mr. Graves said that the Ad Hoc Affordable Housing Committee met on December 8 to discuss and prioritize goals for 2022.
- Ms. Selders noted that the Diversity Committee met on December 15. Discussions were held on a proposed Martin Luther King, Jr. Day event, as well as other 2022 goals.

MAYOR'S REPORT

- The Mayor stated the refunding of the Meadowbrook bonds had closed, with a savings to Prairie Village taxpayers of over \$1.4 million.
- The Mayor provided an update on the COVID-19 pandemic, noting that the vaccination rate of eligible residents in Prairie Village zip code 66208 had increased to 91.4%. Case numbers and percent positive rates in Johnson County remained in the "high" category.
- The Mayor said that a party for committee volunteers was held at the Meadowbrook clubhouse on December 11.
- Past and present Northeast Johnson County Mayors participated in a holiday lunch at Westwood City Hall the prior week.
- The Mayor and several Councilmembers attended the Northeast Johnson County Chamber of Commerce legislative breakfast on December 10.
- The Mayor attended a DARE graduation at St. Ann's elementary school on December 13.
- A holiday lunch for City staff was held on December 15 at the Meadowbrook clubhouse.
- The City of Mission Hills held a "thank you" lunch for Police Department and Court staff on December 16.
- The Johnson County Charter Commission's next meeting would take place on December 22.

STAFF REPORTS

- Jeff White from Columbia Capital, the City's financial advisor, stated that 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 the previous week. The transaction yielded four benefits:
 - Eliminating the City's general obligation pledge on approximately \$11 million of bonds



PRAIRIE VILLAGE KANSAS

- 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 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. Mr. White added that the market's response to the City's offering was very good: interested investors placed \$184 million in orders for the \$18 million in bonds offered. The City was able to convert the overwhelming investor demand into materially improved pricing, reducing borrowing costs and improving savings.

OLD BUSINESS

There was no old business to come before the Council.

NEW BUSINESS

COU2021-90 Consider approval of the 2022 legislative agenda

Ms. Robichaud said that she had incorporated the suggested changes made at the December 6 Council Committee of the Whole meeting to the legislative agenda, and was seeking final approval of the document from the Council.

Mr. Gallagher made a motion to remove the "Legalization of Marijuana" section from the 2022 legislative priorities. There was no second to the motion.

Ms. Limbird made a motion to change the language in the "Legalization of Marijuana" section to the following:

"We support the legalization of medical marijuana and its derivatives."

The motion was seconded by Mr. Gallagher.



After further discussion, a roll call vote was taken with the following votes cast: “aye”: Limbird, D. Robinson, Reimer, Gallagher; “nay”: Herring, C. Robinson, Selders, Nelson, Wolf, Shelton, McFadden, Graves. The motion failed 8-4.

Mrs. McFadden made a motion to approve the 2022 legislative platform as presented, with an amendment to rename the “Tax Lid” section to “Tax Law”. Mr. Nelson seconded the motion. 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; “nay”: Gallagher. The motion passed 11-1.

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

Mr. Schwartzkopf said that in 2021, the Kansas Legislature enacted the Kansas Fights Addiction Act (HB 2079), which set aside some of the funds received by the State related to the national opioid addiction crisis for cities. HB 2079 established the Municipalities Fight Addiction Fund that would 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, prior to 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 it is able to utilize any settlement funds for lawful purposes. The City must also enter into an agreement with the Kansas Attorney General releasing to the Attorney General all legal claims arising from the conduct that resulted in a payment of money to the State, and assigning to the 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.

Mr. Schwartzkopf noted that the Police Department had determined that the minimum cost threshold of \$500 had been met, but that it was unclear how much funding the City would receive.

Mrs. McFadden made a motion to 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. Mr. Herring seconded the motion, which passed unanimously.



Ms. Limbird noted the recent rise in COVID-19 cases in the county, and made a motion to direct staff to draft an ordinance reinstituting a mask mandate in Prairie Village. Ms. Wolf seconded the motion.

Mr. Herring stated that rather than a mandate, a letter from the Council expressing concerns to the County Health Department could be a better course of action. Ms. Wolf added that communication with other Northeast Johnson County cities about masking would also be valuable. Mayor Mikkelson noted that unlike the last time the mask mandate was in effect, neither Kansas City, Missouri nor Wyandotte and Jackson Counties currently had mandates.

After further discussion, a roll call vote on the motion was taken with the following votes cast: “aye”: Nelson, Wolf, Limbird, Reimer, Graves; “nay”: Herring, C. Robinson, Selders, D. Robinson, Shelton, McFadden, Gallagher. The motion failed 7-5.

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

COUNCIL COMMITTEE OF THE WHOLE

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

Mr. Bredehoeft stated that the Public Works Department had been searching for a project management software solution for several years, but had only recently discovered Virtual Project Manager, which was specifically designed for public works processes. The software will help the department’s project managers develop a project from beginning to end, including budgeting, scheduling, document management, inspections and contractor payment. Mr. Bredehoeft added that project managers and other staff were currently using multiple spreadsheets to track and monitor projects, agreements and payments. City contractors would also have limited access to the application so that they can review project progress and pay estimates, and send documents for contractor payments.

Mr. Bredehoeft noted that Virtual Project Manager was web-based, so no data would be housed on the City’s network until archived. Being web-based would also allow the application to work on several platforms, including phones, tablets, and computers. The initial setup and training fee is \$5,000.00, with an ongoing fee of \$15,000.00 per year.

The 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 the software fee in 2022. Future funding will be included in the yearly budgeting process.



PRAIRIE VILLAGE
KANSAS

Mr. Nelson made a motion to approve the service agreement with Virtual Project Manager, LLC for \$20,000 for Public Works project management software to be paid from CIP funds. Mr. Cole Robinson seconded the motion, which passed unanimously.

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

EXECUTIVE SESSION

At 7:48 p.m., Mrs. McFadden made a motion for the City Council to recess into executive session for a period of 30 minutes for the purpose of discussing, with legal counsel representing the City, legal claims related to land use, storm drainage, and property damage pursuant to the exception for consultation with an attorney which would be deemed privileged in the attorney-client relationship, K.S.A. 75-4319(b)(2). The Governing Body, City Administrator, Deputy City Administrator, Public Works Director, outside legal counsel, and City Attorney will be present, either in person or via video conference. The motion was seconded by Mr. Herring, and passed unanimously.

The open meeting resumed at 8:18 p.m.

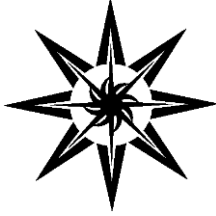
ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelsen declared the meeting adjourned at 8:20.

Adam Geffert
City Clerk



PUBLIC WORKS DEPARTMENT

Committee Meeting Date: 12/20/2021

Council Meeting Date: 1/3/2022

COU2021-92

APPROVAL OF 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.

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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.

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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.

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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.

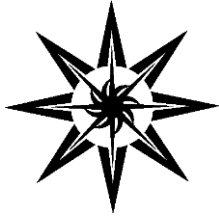
14. Effect of Termination. Upon termination or expiration of this Agreement for any reason, all rights granted by VPM under this Agreement, including the right to access the VPM System, will immediately cease. Except where termination is a result of VPM's default or VPM's election to terminate for convenience, 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.



MAYOR

City Council Meeting Date: January 3, 2022

COU2022-01

Consider Election of 2022 Council President

RECOMMENDATION

Hold a City Council election to select the next Council President to serve from January 18, 2022 to January 3, 2023.

MOTION

Move to ratify the election of Chad Herring as the new Council President.

BACKGROUND

Chapter I, Article II of the Prairie Village Municipal Code stipulates that the City Council elects one Councilmember to serve as President of the Council. The Council President presides at all meetings of the Council in the absence of the Mayor. Current practice has been to elect the longest serving Councilmember who has not yet served as Council President. Mr. Herring has served on the City Council since August 2017.

ATTACHMENTS

N/A

PREPARED BY

Adam Geffert

City Clerk

Date: December 28, 2021



2021 Exterior Grant & Sustainability Grant Report and 2022 Recommended Program Changes

RECOMMENDED MOTION:

Make a motion to accept staff's recommendation for the 2022 Exterior Grant and Sustainability Grant programs, increasing the appraised value maximum for the Exterior Grant from \$275,000 to \$300,000, removing the \$25 application fee for the Exterior Grant Program, and increasing the budget for the 2022 Sustainability Grant Program to \$31,215.

BACKGROUND

In 2008, the Exterior Grant Program was funded to encourage homeowners to invest in their home's curb appeal. Each year, City staff prepares an annual report for the Governing Body that outlines how the Exterior Grant Program funds were utilized. In 2021, the City allocated \$74,000 from the Economic Development Fund to this grant program. Below is a brief overview of the 2021 program results:

- 37 exterior grants awarded totaling \$63,981
- 0 applicants were left on the waitlist
- Total homeowner investment: \$216,333
- Average grant award for exterior grant: \$1,729
- Average appraised value for homes receiving grants: \$227,314

In 2021, the Residential Sustainability Grant was created to encourage residents to reduce their carbon footprint by improving the energy efficiency of their homes. \$20,000 was set aside for the program in 2021. Below is a brief overview of the 2021 program results:

- 10 sustainability grants awarded total \$18,785
- 14 applicants remained on the waitlist
- Total homeowner investment: \$166,922
- Average grant award: \$1,878
- Average appraised value for homes receiving grants: \$318,770

RECOMMENDED CHANGES FOR 2022 PROGRAMS

Staff recommends the following changes for 2022:

- Increase the appraised value maximum for the 2022 Exterior Grant Program from \$275,000 to \$300,000
- Remove the \$25 application fee for the Exterior Grant Program
- Reallocate the unused 2021 exterior grant and sustainability grant funds (\$11,215) to the 2022 Sustainability Grant Program - increasing the 2022 budget to \$31,215

ATTACHMENTS

Exterior Grant Presentation

PREPARED BY

Jamie Robichaud
Deputy City Administrator
Date: December 29, 2021

Residential Exterior Grant & Sustainability Grant Update

January 3, 2022



PRAIRIE VILLAGE, KANSAS



Exterior Grant Program Overview

- Grants reimburse 20% of total project cost, up to \$12,500
- Grants range from \$500 to \$2,500 depending on total project cost
- Funded through the Economic Development Fund
- Projects must be on the list of eligible improvements, abide by municipal code, and may require a building permit
- \$74,000 budgeted for 2021
- Purpose of the program is to promote beautification and property maintenance and provide a tool to address code violations within neighborhoods

2021 Exterior Grant Eligibility Requirements

APPRaised VALUE NOT TO EXCEED \$275,000

REPAIRS MUST TOTAL AT LEAST \$2,500

PROPERTY MUST BE OWNER-OCCUPIED OR MUST
HAVE ACTIVE RENTAL LICENSE FOR LAST 365 DAYS

EXTERIOR GRANT ELIGIBLE IMPROVEMENTS

ROOFS

MASONRY

ADDITIONS

WINDOWS

LIGHTING

FOUNDATIONS

PAINT/SIDING

AWNINGS

SHUTTERS

GUTTERS

CONCRETE

DECKS

**GARAGE
DOORS**

**FENCING -
FRONT**

**FRONT
DOORS**

**TRASH
SCREENING**

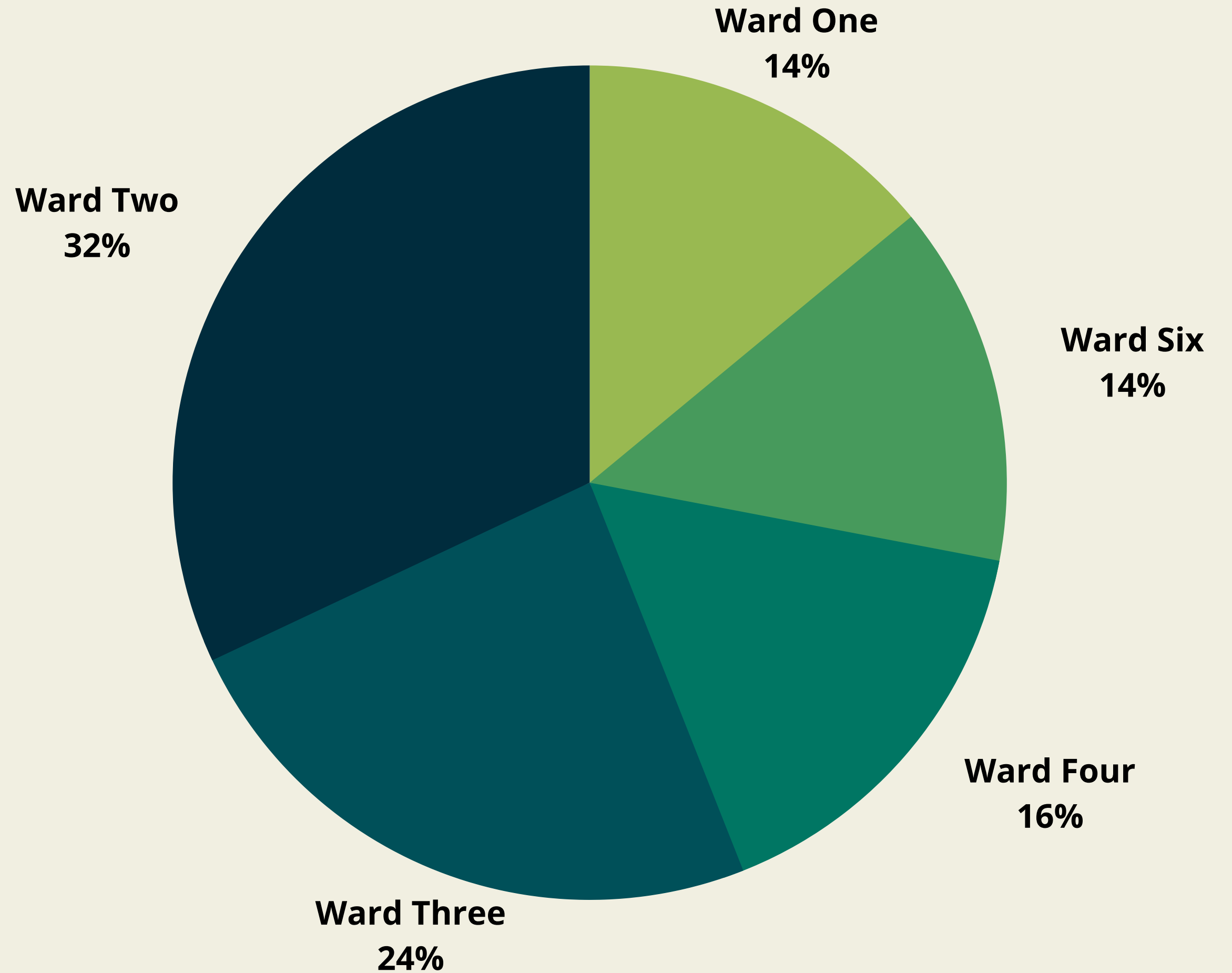
EXTERIOR GRANT - INELIGIBLE EXPENSES

- Ladders
- Construction Tools
- Decks and Fencing (unless front-facing)
- Interior Home Improvements

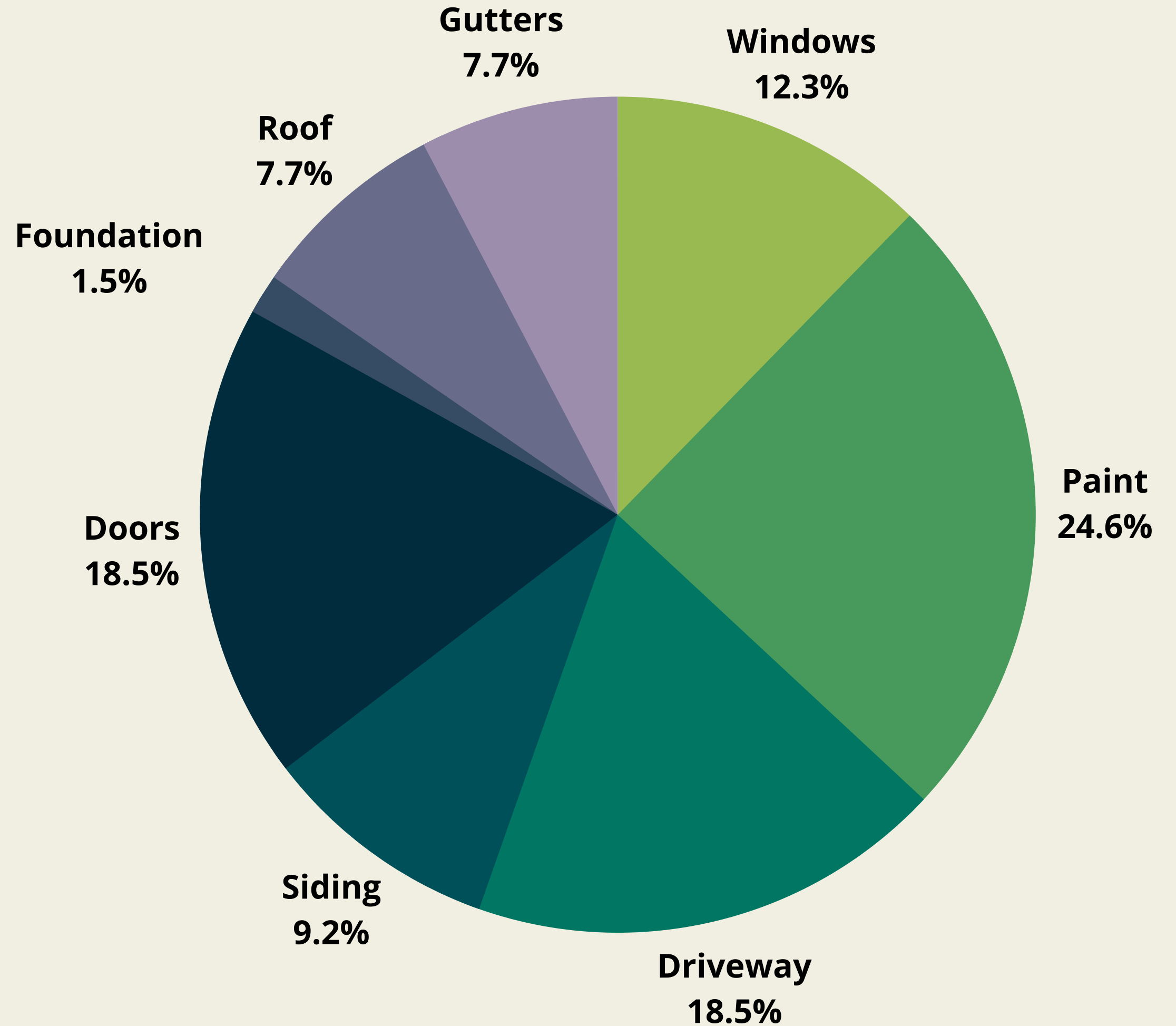
2021 EXTERIOR GRANT BY THE NUMBERS

GRANTS AWARDED	APPLICANTS ON WAITLIST	HOMEOWNER INVESTMENT	MONEY AWARDED	AVERAGE GRANT	AVERAGE APP. VALUE
37	0	\$216,333	\$63,981	\$1,729	\$227,314

GRANTS AWARDED BY WARD IN 2021



EXTERIOR GRANTS BY PROJECT TYPE IN 2021



2008 - 2021 EXTERIOR GRANT PROGRAM RESULTS

YEAR	OWNER		TOTAL
	AWARDED	INVESTMENT	INVESTMENT
2008	\$ 32,772	\$ 184,479	\$ 218,251
2009	\$ 42,984	\$ 235,657	\$ 278,641
2010	\$ 40,727	\$ 257,418	\$ 298,145
2011	\$ 34,320	\$ 149,808	\$ 184,128
2012	\$ 39,252	\$ 233,957	\$ 273,209
2013	\$ 46,208	\$ 295,858	\$ 342,066
2014	\$ 33,219	\$ 209,121	\$ 242,340
2015	\$ 44,768	\$ 237,941	\$ 282,709
2016	\$ 35,949	\$ 198,066	\$ 234,015
2017	\$ 42,211	\$ 237,392	\$ 279,603
2018	\$ 47,126	\$ 292,446	\$ 339,571
2019	\$ 48,525	\$ 287,966	\$ 336,491
2020	\$ 47,296	\$ 239,424	\$ 286,720
2021	\$ 63,981	\$ 371,116	\$ 435,097
Total	\$ 599,338	\$ 3,430,649	\$ 4,030,986



New siding



New siding



Exterior paint and new driveway



Exterior paint; new windows on first floor; garage doors



New driveway, garage doors, and storm doors



Residential Sustainability Grant Program Overview

- Program began in 2021
- City provides a 20% match for energy efficiency improvements with a minimum investment by the property owner of \$2,500
- Energy saving improvements must meet the 2021 International Energy Conservation Code
- Purpose is to encourage residents to reduce their carbon footprint by improving the energy efficiency of their homes
- \$20,000 budgeted for 2021

2021 Sustainability Grant Eligibility Requirements

NO APPRAISED VALUE MAXIMUM

MUST BE CURRENT ON ALL TAXES AND FREE OF
CODE VIOLATIONS

PROPERTY MUST BE A ONE OR TWO-FAMILY
DWELLING

SUSTAINABILITY GRANT ELIGIBLE IMPROVEMENTS

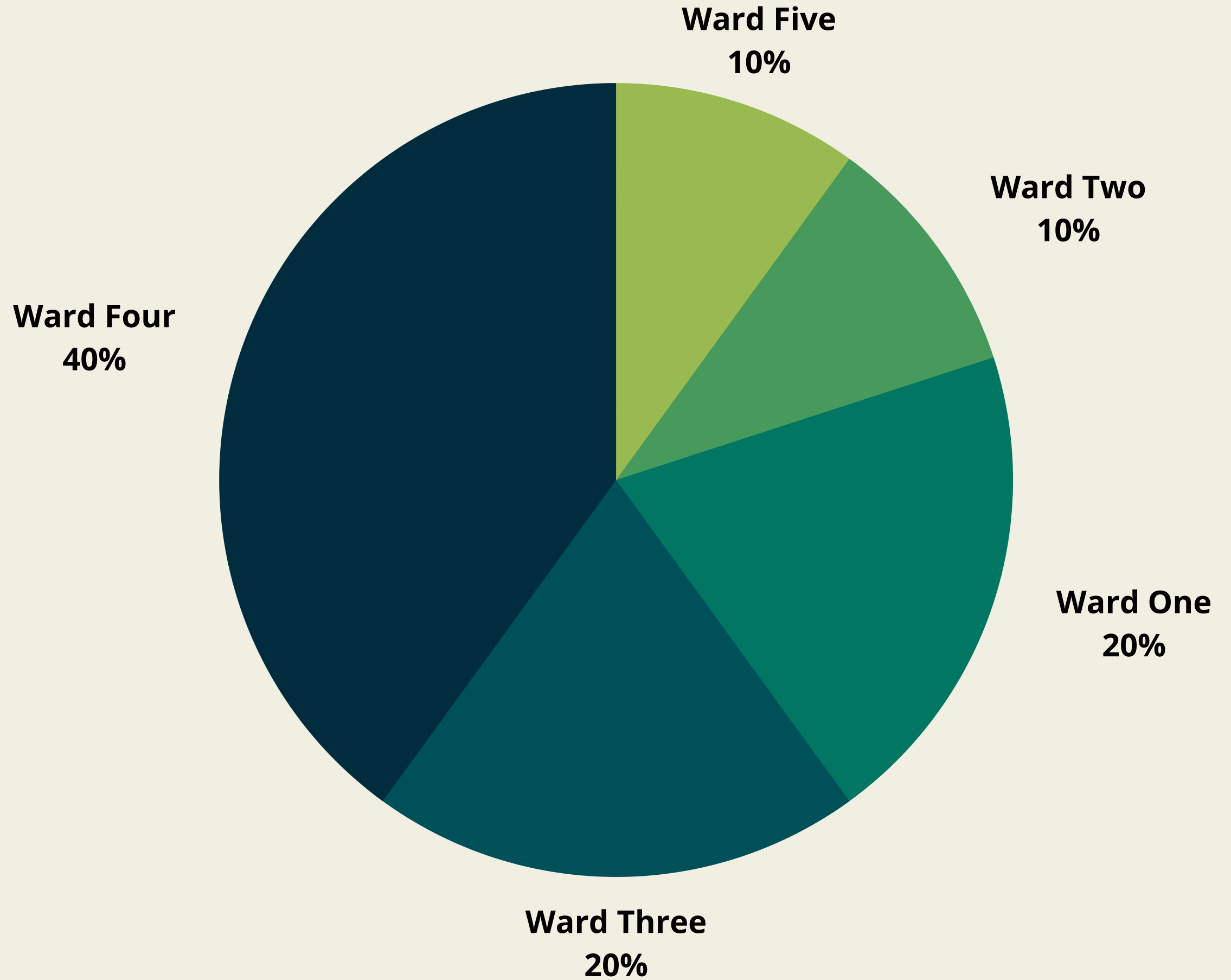
- Windows/Doors/Skylights
- Air Conditioners
- Furnaces
- Solar Panels
- Water Heating Equipment
- Energy Audits
- Wind Power Installations
- Insulation
- Geothermal
- Duct sealing
- Other energy efficiency projects as deemed appropriate by Building Official



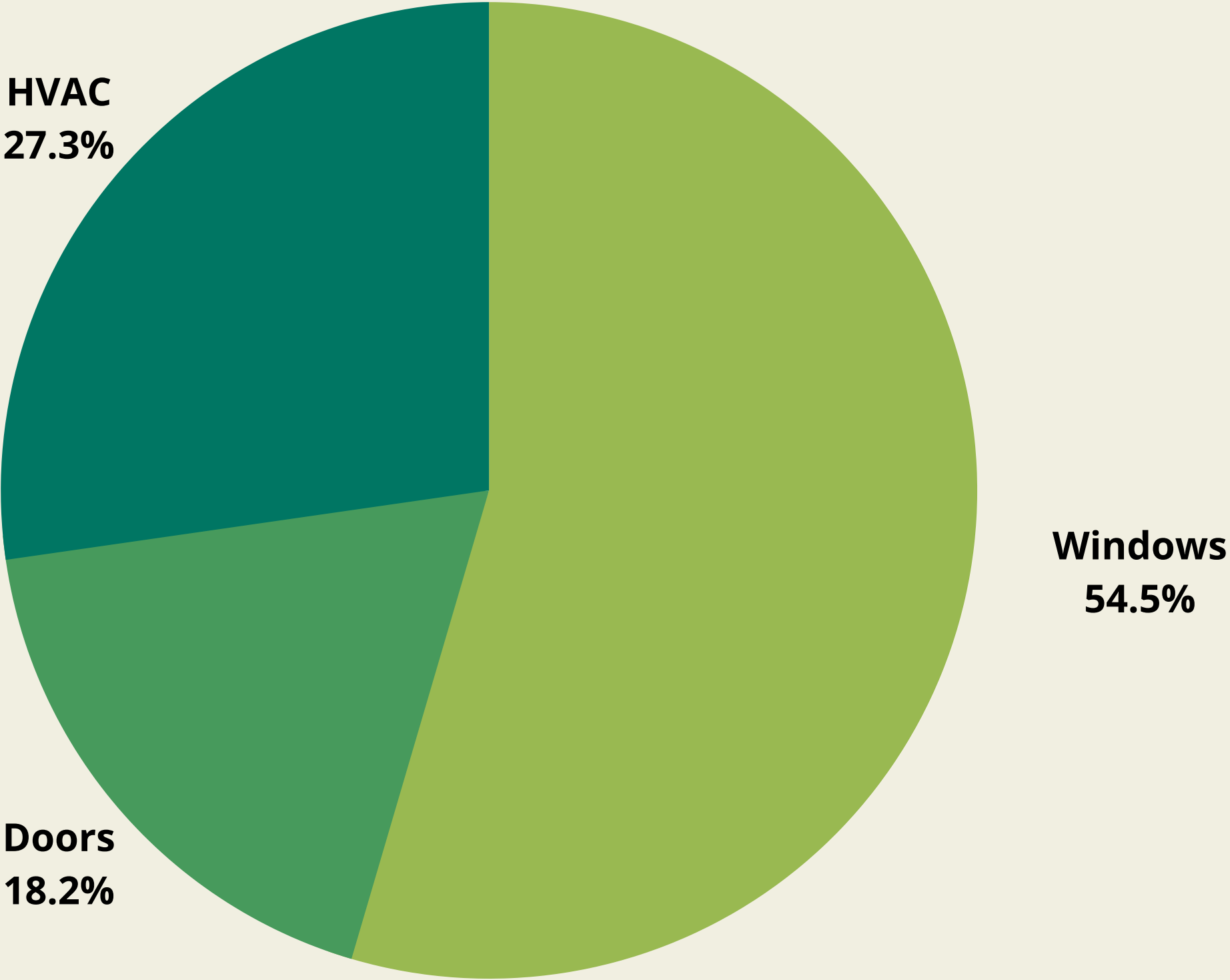
2021 SUSTAINABILITY GRANT BY THE NUMBERS

GRANTS AWARDED	APPLICANTS ON WAITLIST	HOMEOWNER INVESTMENT	MONEY AWARDED	AVERAGE GRANT	AVERAGE APP. VALUE
10	14	\$166,922	\$18,785	\$1,878	\$318,770

SUSTAINABILITY GRANTS AWARDED BY WARD IN 2021



SUSTAINABILITY GRANTS BY PROJECT TYPE IN 2021





Appraised Value Maximum History for Exterior Grant

2021 Program:	\$275,000
2020 Program:	\$250,000
2019 Program:	\$225,000
2018 Program:	\$200,000
2017 Program:	\$175,000
2016 Program:	Designated areas of the City (no maximum)

Current 2021 Appraised Value of Prairie Village Homes (One and Two Family)

\$0.00 - \$300,000:	4,073	(45%)
\$300,001 - \$350,000:	1,687	(19%)
\$350,001 - \$400,000:	819	(9%)
\$400,001 - \$450,000:	493	(5%)
\$450,001 - \$500,000:	378	(4%)
\$500,001 and up:	1,627	(18%)
Total:	9,077	

RECOMMENDED PROGRAM FOR 2022

EXTERIOR GRANT PROGRAM 2022

- Increase appraised value maximum to \$300,000
- Remove the required \$25.00 application fee
- Keep program budget at \$74,000 for 2022
- No other changes recommended

SUSTAINABILITY GRANT PROGRAM 2022

- Reallocate the unused 2021 exterior grant & sustainability grant funds (\$11,215) to the 2022 Sustainability Grant Program - increasing the 2022 budget to \$31,215
- No other changes recommended



ADMINISTRATION

Council Committee Meeting Date: January 3, 2022

COU2022-02: DISCUSS CITY EFFORTS TO MITIGATE THE SPREAD OF COVID-19

BACKGROUND

The Mayor and I have both received inquiries from Councilmembers expressing their concerns of increase in COVID positivity rates and what efforts may be achievable to mitigate the spread of COVID. Based on the interest received, we believed it would be warranted to place this item on the agenda for further deliberation.

PREPARED BY

Wes Jordan
City Administrator
December 30, 2021

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, January 3, 2022

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.
Parks and Recreation	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.

=====

INFORMATIONAL ITEMS
January 3, 2022

1. January plan of action
2. Plan of action update

THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: December 27, 2021

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan 

SUBJECT: JANUARY PLAN OF ACTION

The following projects will be initiated during the month of January:

- 2022 Non-Health Insurance Broker Interview Process - Nickie/Wes (01/22)
- Council President Election - Adam/Wes (01/22)
- JCPRD Programming - Meghan (01/22)
- 2022 NEJCC State of the Cities - Staff/Mayor (01/22)
- Local Government Day in Topeka - Jamie (01/22)
- NLC Conference Planning - Jamie (01/22)
- Annual Health Risk Assessments - Cindy (01/22)
- Diversity Recruitment Review - Cindy/Staff (01/22)
- Recruitment/Retention Incentive Consideration - Staff (01/22)
- Sustainability and Exterior Grant Presentation - Jamie (01/22)
- Superpass Agreement - Meghan (01/22)
- Master Personnel Spreadsheet Updates - Cindy/Jamie/Nickie (01/22)
- Acknowledge Council Service Longevity - Adam (01/22)
- Updating 2022 Deductions and Compensation - Cindy/Jamie (01/22)
- 2022 Annual Worker's Compensation Audit - Cindy/Jamie (01/22)
- Preparing Annual Statements for Police Pension Members - Cindy (01/22)
- Pension Board of Trustees Meeting - Cindy/Jamie (01/22)
- Finalizing W-2s and Year-end Payroll Processing - Cindy/Jamie (01/22)

In Progress

- Council Work Session - Meghan/Wes (12/21)
- Agenda Management Software Evaluation - Adam (12/21)
- New Permit & Licensing Software Implementation - Jamie/Staff (12/21)
- Interviewing/Selection of Consultant for Comp/Benefit Study - Staff (12/21)
- Receptionist Hiring Process - Meghan/Adam (12/21) [note receptionist was promoted to court clerk]

- Phone System Replacement - IS (11/21)
- Annual Applications for Committees - Staff (11/21)
- Annual Meetings with County/State Elected Officials - Jamie/Wes/Mayor (11/21)
- 2022 Pool Staff Hiring Kick Off - Meghan (11/21)
- 2022 Recreation Fee Review - Meghan (11/21)
- 2023-2028 CIP Parks Master Plan review - Melissa/Meghan (11/21)
- 2022 Property Tax Rebate Program - Adam (10/21)
- Council of Mayors Meetings for 2021-22 - Meghan (10/21)
- Researching Department of Energy Solar App+ Program - Jamie (10/21)
- E/V Charging Station Installation - PW (10/20)
- PW New Building Open House/Social Media - Keith/Melissa/Ashley (07/21)
- UCS Racial Equities in Communities Program - Tim (06/21)
- Internal Accounting Policy/Vendor Process Changes - Nickie (04/21)
- Regional Benchmarking Initiative - Meghan (04/21)
- American Rescue Plan Act Fund Uses & Expiration - Staff (04/21)
- Pool Mural Project - Meghan (04/21)
- City Hall Conceptual Review - Staff (03/21)
- 2021 International Energy Conservation Code - Jamie/Mitch (03/21)
- Ad Hoc Housing Committee Coordination - Jamie (09/21)
- Historic Trail Signage - Keith (09/20)
- Memorial Plaques in Parks Criteria Review - Staff (08/19)
- Research Viability of Interior Rental Inspections - Jamie (06/19)

Completed

- UCS Readiness Assessment - UCS REIC Group - Tim (12/21)
- 2022 Non-Health Insurance Broker RFP - Nickie/Wes (12/21)
- Village Voice Articles for January/February Edition - Ashley/Staff (12/21)
- RFP Salary/Benefit Study - Jamie/Cindy (11/21)
- 2022 Employee Status Sheet Updates - Cindy (12/21)
- 2022 Arts Council Beverage License Renewal - Nickie (12/21)
- 2022 Commercial Beverage License Renewals - Adam (12/21)
- Zoning Regulation Clean-up Revisions - Jamie (12/21)
- 2021 Employee Appreciation/Recognition - Meghan (12/21)
- Agreement for Audit of 2021 Financials - Nickie (12/21)
- Pre-Audit Preparation - Nickie (12/21)
- Review of Job Descriptions - Staff (12/21)
- Annual First Washington Update - Jamie (12/21)
- Annual Everygy Update - Wes (12/21)
- Council Committee Preference Requests - Adam (12/21)
- Annual Contract Renewals - Staff (12/21)
- 2022 Non-Health Insurance Renewals - midpoint evaluation - Nickie/Wes (12/21)

- Annual Benefits Enrollment/Transition to New Providers - Jamie/Cindy (11/21)
- 2022 Legislative Platform - Jamie (11/21)
- Updated Fee Schedule - Adam (11/21)
- Meadowbrook Bond Documents: - Jeff White/Kevin Wempe/Staff (10/21)
 - Advisor Agreement Amendment (Completed)
 - Revenue Study w/GAI (Completed)
 - Bond Closing (December 9th)
- Review/Revise Site Planning Criteria in Zoning Regulations - Jamie (06/21)
- Holiday Event Planning - Meghan (09/21)
- Annual Statement of Interest and Code of Ethics - Adam (12/21)

Tabled Initiatives

- 20/20 Fitness Business Introduction to Council - Wes (04/20) [\[delayed\]](#)
- Civic Center Action Plan - Staff (03/20) [\[on hold\]](#)
 - Bond Capacity Discussion w/Council - Jeff White [\[completed\]](#)
 - Framework of Partnership Agreements with YMCA & Library
 - MOU - Public Engagement & Site Design
- Review & update the City Code/Ordinances
- Review & Update City Policies
- Review of Smoking Ordinance/e-cigs
- Single Use Plastic Bag Discussion - Staff (02/20) [\[pending Council direction\]](#)

THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: December 27, 2021

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan 

SUBJECT: PLAN OF ACTION PROJECT UPDATE

2022 Non-Health Insurance Broker Interview Process - Nickie/Wes (01/22)

New - We are unsure if broker services for non-health insurance has ever been bid before. Even though we have been pleased with our current vendor (HUB) we believed it would be in the City's best interest to conduct a Request for Proposal (RFP). The current practice is that HUB receives a percentage of the policy as payment for services. In other words, the broker is paid by the Insurance carrier. While this is a common method of payment within the industry, I have never been comfortable with this arrangement. Therefore, we have asked all vendors to propose a flat fee so the payment for services comes directly from the City since they are technically working on our behalf. We will be interviewing the four (4) respondents and hopefully have a recommendation coming forward in January.

Diversity Recruitment Review - Cindy/Staff (01/22)

New - We are going to undertake a comprehensive review of our diversity recruiting efforts to determine future hiring strategies. We will be leveraging resources from the UCS Racial Equities in Communities Pilot program to assist with this initiative.

Recruitment/Retention Incentive Consideration - Staff (01/22)

New - It is becoming increasingly important to find a competitive edge to draw qualified candidates as well as retention strategies to retain good employees in all positions in the City. The most difficult positions to fill are in the police department and that trend is being realized by agencies throughout the region and nation. We will need to do more to compete and it is imperative that we structure a meaningful plan to stay ahead of the market forces that are in play. Staff is in the process of discussing considerations with Department Managers and plan to bring forward ideas to Council in the near future.

Council Work Session - Meghan/Wes (12/21)

Meghan is in the process of scheduling a date in January or February. Some of the topics of the work session we have been discussing are use of ARPA funds, City Hall building needs, how Transient Guest Tax proceeds should be spent, and continued CIVIC Center consideration.

Phone System Replacement - IS Staff/Tim (11/21)

We received notification that the city-wide phone system (Mitel) had reached end-of-life and would no longer be supported. We will need to determine our needs in relation to new systems and begin the process of moving in the direction of replacing the existing infrastructure. The current system was purchased in 2011 for \$109,000 with an anticipated life expectancy of 10 years.

2022 Property Tax Rebate Program - Adam (11/21)

Update - \$20,000 has been allocated in the 2022 budget for this program, which will offer financial assistance in the form of property tax relief to low income residents. The program is available to property owners who are residents of Prairie Village with a household income below HUD's "Very Low" income limit. The appraised value as determined by the County Appraiser must be at or below the previous year's average property value in the City (\$380,419). The City Clerk's office will begin accepting applications at 10 am on Monday, January 10, 2022 on a first-come-first-serve basis.

Researching Department of Energy Solar App+ Program - Jamie (10/21)

The US Department of Energy recently released a new program for local communities to utilize that will streamline the plan review, permitting, and inspection process for solar energy. Soon, this program will expand to other permits like EV charging stations and re-roofing permits. Staff is currently researching the possibility of using this tool and identifying what policies or regulations may need to be revised in order to do so. This is a project staff is working on during slower work days and may take a few months before a further update is available.

2021 International Energy Conservation Code - Jamie/Mitch (03/21)

Mitch is attending a week-long training on the 2021 IECC in early spring, at which time we will have a better understanding of the code be in a better place to bring recommendations forward for adopting the 2021 International Energy Conservation Code, as requested by Council in March 2021. We hope to bring an ordinance to the Council for consideration of adoption of the IECC 2021 in late Spring 2022.

Ad Hoc Housing Committee Coordination - Jamie (09/21)

Update - The Ad Hoc Housing Committee wrapped up going through the list of strategies from the UCS Toolkit and VV 2.0 at their December meeting. The next step is to complete a prioritization exercise where the committee members will vote for the top strategies they feel are most important for the City to implement. We will be conducting this prioritization exercise in early January. Once complete, the committee will continue to meet to identify action steps for each of the top strategies selected, and a recommendation will be made to the City Council by late spring/early summer.

Council of Mayors Meetings and Administrative Support - Meghan (08/21)

Mayor Mikkelson will be serving as the Chair for the Council of Mayors for a one-year period. And, each Mayor that rotates through the position is also responsible for administrative tasks and meeting coordination which Meghan will be helping with.

Internal Accounting Policy/Vendor Process Changes - Nickie (04/21)

During the 2020 Audit, the Auditors recommended that we review our policies and procedures regarding vendor set up. This will be reviewed as part of the 2021 audit process.

Regional Benchmarking Initiative - Meghan (04/21)

This is a project being coordinated by MARC in a regional effort to collect data in a variety of areas ranging from Human Resources to Public Work statistics. Once the data is collected, PV will benefit from having access to all contributed & shared information.

American Rescue Plan Act Fund Uses & Expiration - Staff (04/21)

Update - The City received notification we will be receiving an additional \$20,000 from redistributing funds in addition to the \$1.6m American Rescue Plan dollars in July, and the additional \$1.6m next year. The Department of Treasury is still finalizing its Final Rule which will include details on how the funds can be spent. We are aware there is continued discussion to allow cities more flexibility in spending those funds. We are exploring the possibility of this being a topic of discussion during the Council Work Session.

Pool Mural Project - Meghan (04/21)

The City has received grant funding in the amount of \$3,500 for the proposed pool mural. Representatives from Park & Rec, the Arts Council, and Diversity Committee will be engaged in the mural selection process. We will primarily be shaping the process this fall, hiring an artist in the winter for spring installation, and debuting the mural when the pool opens in May 2022.

City Hall Conceptual Review - Staff (03/01)

Melissa provided Council with an update to the City Hall Conceptual Study on March 15, 2021 as well as other key factors affecting this study. The process may be modified due to new possibilities of future expansion alternatives. This item will be brought back to Council before any formal action is taken.

E/V Charging Station Installation - PW (10/20)

Construction should begin soon since Council has now approved the placement of Electric Vehicle charging station(s) in the south parking lot of the Municipal complex near the Skate Park.

Dynamhex Implementation - Ashley (10/20)

Update - The Dynamhex project is complete. The tool is live at <https://www.pvkanas.com/residents/carbon-emissions-tracking>. Sunny Sanwar, PhD, CEO at Dynamhex, Inc., provided an update for the Council on Prairie Village's greenhouse gas (GHG) footprint estimation in November. Sunny worked with KS Gas and Evergy, as well as Johnson County to estimate greenhouse gas emissions both community-wide (for all PV buildings) and municipal-owned (City-owned and operated) assets. Sunny will provide an update to the Council in January to address lingering questions. He'll also be presenting at the January Environmental Committee Meeting. Staff will work with the Environmental Committee to develop a public information strategy to raise awareness of and interest in the new tool.

Historic Trail Signage - Keith (09/20)

Update - The Council has approved the placement of additional Historic Trail Signage thanks to the concerted work of Mark Morgan. Mark and the City have finalized the narrative and the information is available through the city's web site. A mock-up of the sign was made and the order has been completed. We anticipate the signs arriving any day with installations expected to be completed mid-January.

Memorial Plaques in Parks Criteria Review - Staff (08/19)

This item has been temporarily tabled by staff due to prioritization of other projects. When this matter is brought forward, we want to make sure the PV Foundation, Park & Rec, and Council are on the same page about the criteria and cost of memorial plaques in parks.

Research Viability of Interior Rental Inspections - Jamie (06/19)

Jamie hopes to revisit this item in the coming months after evaluating the workload and changes that have been brought forward as a result of the new building code, tree protection ordinance, sustainability grant, construction site screening requirements,

new codes software implementation, and moving to the new public works building. We will also have to revisit KSA restrictions on interior inspections.