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
Monday, March 21, 2022
6:00PM

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **APPROVAL OF THE AGENDA**

V. **INTRODUCTION OF STUDENTS AND SCOUTS**

VI. **PRESENTATIONS**

VII. **PUBLIC PARTICIPATION**

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 March 21. 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 March 21 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 - March 7, 2022
2. Approval of expenditure ordinance #3012
3. Approval of revised plan document and adoption agreement with Voya Financial for the City's 401(a) supplemental retirement plan

IX. PUBLIC HEARING

COU2022-21 Consider approval of Ordinance 2469, approving the vacation and discontinuation of a public utility easement at 4415 W 89th Street

To participate in the public hearing, residents can email their comments to City Clerk Adam Geffert at cityclerk@pvkansas.com. All comments must be received by 3:00 p.m. on Monday, March 21. If you would like to speak live during the public hearing and prefer to do so remotely, you must notify the City Clerk with your name, address, and email address. The City will call on those who signed up to speak once the public hearing begins. Alternatively, you may speak in-person at the meeting without signing up beforehand. Each individual that wishes to speak during the public hearing will be given 3 minutes.

X. COMMITTEE REPORTS

COU2022-20 Consider proposed 2022 Transient Guest Tax expenditures
Finance Committee

XI. MAYOR'S REPORT

XII. STAFF REPORTS

XIII. OLD BUSINESS

XIV. NEW BUSINESS

COU2022-22 Consider approval of design agreement with Affinis Corporation for the design of the 2022 residential street program
Keith Bredehoeft

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

XVI. ANNOUNCEMENTS

XVII. ADJOURNMENT

CITY COUNCIL
CITY OF PRAIRIE VILLAGE
MARCH 7, 2022

The City Council of Prairie Village, Kansas, met in regular session on Monday, March 7, 2022, 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 (via Zoom), Ron Nelson, Lauren Wolf (via Zoom), Bonnie Limbird, Dave Robinson, Piper Reimer, Greg Shelton (via Zoom), Courtney McFadden, Ian Graves (via Zoom), and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Captain Ivan Washington, Police Department; Keith Bredehoeft, Director of Public Works; City Attorney David Waters, attorney with Lathrop & Gage; Wes Jordan, City Administrator; Jamie Robichaud, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Buum, Assistant City Administrator; Nickie Lee, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Gallagher made a motion to approve the agenda for March 7, 2022. Mr. Nelson seconded the motion, which passed unanimously.

INTRODUCTION OF STUDENTS AND SCOUTS

One Boy Scout was in attendance to meet requirements for his Communication Merit Badge, and two Rockhurst High School students were present as part of a government class assignment.

PRESENTATIONS

- Mrs. McFadden read a proclamation recognizing March as Women's History Month.
- Mallory Lutz of Little Government Relations provided a legislative update to the Council.

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 – February 22, 2022
2. Consider appointment of committee members

Ms. Limbird 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

- Mrs. McFadden stated that the VillageFest Committee met on February 24 to continue planning for the annual Independence Day event.

- Ms. Limbird shared the following updates for the Arts Council:
    - New artwork was hung in City Hall the prior weekend.
    - Artwork for the "Parade of Hearts" metro-wide public art exhibit would be placed in the following five locations around the City:
        - 7301 Mission Road
        - 7400 State Line Road
        - Weltner Park
        - Meadowbrook Park
        - Corinth Quarter by the First Watch restaurant
    - The Strength in Diversity exhibit would remain at the Meadowbrook Park clubhouse through the end of March.
    - The Art of Photography call for submissions deadline was extended to March 15.
    - The call for entry had opened for an upcoming Adirondack chair design contest in partnership with Corinth Square, which would be on display later in the year.

- Mr. Shelton noted that the Tree Board met the prior week to plan events for an upcoming Arbor Day celebration on April 30.

- Ms. Reimer said the Environmental Committee held a meeting on February 23, at which Dynamhex gave a presentation on its carbon emission tracking software. Additionally, the committee began planning for an electronics recycling event and working on the Mayors Monarch Pledge, and will participate in the Northeast Johnson County Environmental Fair later in the year.

Ms. Reimer also shared that members of the Teen Council continued to work on their presentations, which would be delivered to Council in April.

- Ms. Selders stated that the Diversity Committee's Martin Luther King, Jr. Day celebration was a success, with over 350 attendees at the Village Church. She added that the committee would host an upcoming panel discussion on Prairie Village housing on April 3.

- Mr. Dave Robinson said that the JazzFest Committee met on February 23 to continue planning for the September event.

- Mrs. McFadden noted that the Northeast Johnson County Chamber's "State of the Cities" luncheon would be held on March 10. She added that she had represented the City at the Johnson County Chamber President's Council event held the prior week.

MAYOR'S REPORT

- The Mayor provided an update on the COVID-19 pandemic, noting that case numbers, hospitalizations and deaths had all dropped dramatically. He added that Johnson County was now in the "low" risk category according to the Centers for Disease Control.
- The Mayor noted the recent shooting at Olathe East High School, and commended the School Resource Officer (SRO) who was able to stop the attacker.
- The Mayor shared sympathy for the citizens of the Ukraine, which remained under assault from Russian forces. He added that Mr. Jordan was attempting to contact officials in Dolyna, Prairie Village's sister city.
- The Mayor recognized the Shawnee Mission East boys' bowling team for winning the state championship.
- The Mayor attended the Mayor's Prayer Breakfast in Kansas City, Missouri on February 23.
- The Mayor provided a civic update to residents of the Mission Chateau senior living center the prior week.
- The Mayor, Mr. Jordan, Ms. Lee, and Mr. Nelson met with the Johnson County appraiser to review property values in the City, which had increased by 13% over the previous year. He recommended that Council consider a mill rate reduction in addition to expanding rebate programs as part of the upcoming budget process.
- The Mayor attended board meetings at the Mid-America Regional Council and Johnson County United Community Services.
- The Mayor shared that chef Carl Thorne-Thompson of Story Restaurant in the Village Shops was a semi-finalist for the prestigious James Beard award.
- The Mayor stated the first meeting of the Ad-Hoc Civic Center Committee would be held soon. He noted that the committee was comprised of Councilmembers Graves and Limbird, serving as chair and vice-chair respectively, Councilmember Dave Robinson, Randy Knight from the Parks and Recreation Committee, Planning

Commission member Melissa Brown, and two at-large citizen appointments: Lauren Osburn and Jamie Senter.

- The Mayor noted that there was an opening for a Councilmember on the Prairie Village Foundation.
- The Mayor thanked Councilmembers for their service and civic engagement during the prior two years of the pandemic.
- The Mayor stated that he had been invited to give a civic update to the Prairie Hills Homes Association later in the month.
- The Mayor noted that he, Ms. Selders and Mr. Shelton would be attending the National League of Cities' annual meeting the following week.
- The Mayor noted that a ceremony would be held for former Kansas City Monarchs baseball player Buck O'Neill at the Hy-Vee at 76th Street and State Line Road on March 10.

STAFF REPORTS

- Captain Washington said that Officer Seth Myers served as the SRO at Shawnee Mission East High School, and Officer Matt Hubert served at Indian Hills Middle School, and noted the importance of their work with students.

- Mr. Jordan stated that he had been in contact with the interpreter that worked during the Prairie Village and Ukrainian sister-city delegation visits, and asked that she share the City's well-wishes with the elected officials in Dolyna.

- Mr. Herring asked for an update on the opioid settlement funds mentioned in the monthly plan of action. Mr. Schwartzkopf stated that the City entered in to an agreement with the Kansas Attorney General's Office and provided information on opioid-related claims and expenses incurred by the City. Currently, the amount of settlement funds the City could receive is unknown.

- Ms. Limbird asked for an update on the property tax refund program. Mr. Geffert stated that over $13,000 had been refunded to 26 households, and that nearly $6,800 was still available to qualifying residents.

- Chief Roberson said that he had been invited to a town hall along with other police chiefs and sheriffs from across the state, sponsored by Senator Jerry Moran. He noted that FBI Director Christopher Wray was present to discuss the department's efforts to work with local law enforcement to solve crimes. Chief Roberson also shared how the Prairie Village Police Department had prepared for mass shooting events similar to the one that took place at Olathe East High School.

OLD BUSINESS

There was no old business to come before the Council.

NEW BUSINESS

COU2022-19 **Consider approval of design agreement with BBN Architects, Inc. for the design of the restroom at Windsor Park**

Mr. Bredehoeft stated that BBN Architects had been chosen as parks architect in 2018 through a qualification-based selection process. The proposed agreement for the design of the restroom project at Windsor Park would include the removal of the temporary restroom facility and the construction of a permanent restroom building. Mr. Bredehoeft added that funding for the design was included in the capital improvement program.

Mr. Gallagher made a motion to approve the design agreement as presented. Mr. Herring seconded the motion, which passed unanimously.

Mr. Nelson made a motion for the City Council to 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

2023 Budget goals and objectives

Ms. Lee stated that the next step in the budget process was to discuss goals and objectives for 2023. The Council previously identified the following items as organizational priorities:

- Quality of life
- Superior services
- Community safety
- Be mindful of tax burden
- Invest in public realm
- Environmental sustainability

The draft 2023 document carried forward the adopted 2022 budget goals and objectives, with some recommended updates:

- Added “maintain employee stability through a comprehensive review of pay and benefits” as an objective.
- Edited the content under “continue strong financial condition” to mirror current practice.
- Combined the goals “maintain financial transparency” and “citizen participation in budget issues” to acknowledge the progress that has been made in these areas, as well as overlap between the topics.

Ms. Lee also shared information about the City's mill levy rate, comparing it to the rates of other cities in the county, and noting that only 16.4% of the total levy on a property went to the City. Finally, she asked Councilmembers to submit decision package ideas by April 8 for the Council and Finance Committee to discuss and review.

Mr. Graves made a motion to approve the 2023 budget goals and objectives as presented. Mrs. McFadden seconded the motion, which passed unanimously.

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

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 7:27 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED: Warrant Register Page No. 1

March 7, 2022 **Copy of Ordinance** Ordinance Page No. ____

3012

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			
25656-25731	2/4/2022	127,096.48 ✓	
25732-25741	2/11/2022	56,611.80 ✓	
25742-25809	2/18/2022	383,002.31 ✓	
25810-25814	2/25/2022	5,632.16 ✓	
Payroll Expenditures			
2/11/2022		323,190.82 ✓	
2/25/2022		324,924.19 ✓	
		-	
Electronic Payments			
Electronic Pmnts	2/1/2022	121.16 ✓	
	2/3/2022	5,729.71 ✓	
	2/4/2022	12,048.78 ✓	
	2/7/2022	4,233.24 ✓	
	2/8/2022	778.25 ✓	
	2/11/2022	2,181.62 ✓	
	2/15/2022	896.06 ✓	
	2/22/2022	3,261.80 ✓	
	2/26/2022	38,809.19 ✓	
	2/28/2022	195,362.50 ✓	
TOTAL EXPENDITURES:			1,483,880.07
Voided Checks	Check #	(Amount)	
Council Annual Checks	25643-25655	(13.91) ✓	
CIGNA Health Insurance	ACH	(111,905.57) ✓	
UMB trust Fees	25721	(20,407.81) ✓	
TOTAL VOIDED CHECKS:			(132,327.29)
GRAND TOTAL CLAIMS ORDINANCE			**1,351,552.78**

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

Passed this 7th day of March 2022.

Signed or Approved this 7th day of March 2022.

ATTEST: 3-3-22 ATTEST: 3/3/22

City Treasurer *Finance Director*

Payroll Date:	2/11/2022
Total Amount ADP Debited From PV Accounts	$271,401.19
M,N-(K) KPERS Employer	$ 14,663.59
(K) KPERS Employee	$ 9,885.57
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	$ 137.24
M,N-(L) 457ER Employer	$ 9,076.59
(L) DC457 Employee Contribution	$ 10,778.02
(LI) CITYPD Employer Contribution	$ 1,079.75
(457) Roth Employee Contribution	$ 1,844.59
(P) POLPEN Police Pension Employee	$ 4,324.28
	$323,190.82

Payroll Date:	2/25/2022
Total Amount ADP Debited From PV Accounts	$274,085.71
M,N-(K) KPERS Employer	$ 14,320.15
(K) KPERS Employee	$ 9,654.05
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	$ 137.24
M,N-(L) 457ER Employer	$ 8,834.76
(L) DC457 Employee Contribution	$ 10,644.30
(LI) CITYPD Employer Contribution	$ 1,079.75
(457) Roth Employee Contribution	$ 1,843.95
(P) POLPEN Police Pension Employee	$ 4,324.28
	$324,924.19

Payroll Date:	
Total Amount ADP Debited From PV Accounts	
M,N-(K) KPERS Employer	
(K) KPERS Employee	
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	
N-(L) 457ER Employer	
(L) DC457 Employee Contribution	
(I) (LI) CITYPD Employer Contribution	
(457) Roth Employee Contribution	
(P) POLPEN Police Pension Employee	
	$ -

Accounts Payable

Checks by Date - Summary by Check Date

THE CITY OF PRAIRIE VILLAGE
STAR OF KANSAS

Check No	Vendor No	Vendor Name	Check Date		Void Checks	Check Amount	
ACH	1248	Bluefin Payment Systems	02/01/2022		0.00	61.90	
ACH	841	Elavon	02/01/2022		0.00	59.26	
25643	2987	Bonnie Limbird, Councilmember Ward 3	02/01/2022	VOID	1.07	0.00	
25644	2716	Chad Andrew Herring, City Council Ward 1	02/01/2022	VOID	1.07	0.00	
25645	3353	Cole Robinson, Councilmember Ward 1	02/01/2022	VOID	1.07	0.00	
25646	1584	Courtney McFadden, Councilmember Ward	02/01/2022	VOID	1.07	0.00	
25647	3355	Dave Robinson, Councilmember Ward 4	02/01/2022	VOID	1.07	0.00	
25648	3356	Gregory Shelton, Councilmember Ward 5	02/01/2022	VOID	1.07	0.00	
25649	3179	Ian Graves, Councilmember Ward 6	02/01/2022	VOID	1.07	0.00	
25650	2988	Inga Selders, Councilmember Ward 2	02/01/2022	VOID	1.07	0.00	
25651	3354	Lauren Wolf, Councilmember Ward 3	02/01/2022	VOID	1.07	0.00	
25652	1927	Mayor Eric Mikkelson	02/01/2022	VOID	1.07	0.00	
25653	2989	Piper Reimer, Councilmember Ward 4	02/01/2022	VOID	1.07	0.00	
25654	2717	Ronald W. Nelson, Councilmember Ward 2	02/01/2022	VOID	1.07	0.00	
25655	1929	Terrence Gallagher, Councilmember Ward (	02/01/2022	VOID	1.07	0.00	
			Total for 2/1/2022:		13.91	121.16	
ACH	9	Evergy - KCPL - ACH	02/03/2022		0.00	5,729.71	
			Total for 2/3/2022:		0.00	5,729.71	
ACH	311	ADP Electronic Debit	02/04/2022		0.00	4,579.84	12,048.78
ACH	9	Evergy - KCPL - ACH	02/04/2022		0.00	7,393.23	
ACH	9	Evergy - KCPL - ACH	02/04/2022		0.00	75.71	
25656	186	American Society of Composers Authors ar	02/04/2022		0.00	390.00	
25657	3003	AT&T 5019	02/04/2022		0.00	2,814.56	
25658	300	Athco	02/04/2022		0.00	1,420.00	
25659	242	Bledsoe's Rental Inc	02/04/2022		0.00	158.20	
25660	3089	Bob Allen Ford Inc	02/04/2022		0.00	989.44	
25661	1129	Broadcast Music Inc	02/04/2022		0.00	391.00	
25662	54	Central Salt, LLC	02/04/2022		0.00	14,100.77	
25663	442	City Attorney Association of Kansas	02/04/2022		0.00	35.00	
25664	2512	Clark Enersen Partners Inc	02/04/2022		0.00	2,100.00	
25665	171	Clark's Tool and Equipment	02/04/2022		0.00	133.90	
25666	1245	Clarkson Power Flow Inc.	02/04/2022		0.00	310.22	
25667	282	CMRS-FP	02/04/2022		0.00	2,000.00	
25668	595	Creative Product Sourcing Inc	02/04/2022		0.00	808.31	
25669	2007	Michelle DeCicco	02/04/2022		0.00	1,892.00	
25670	158	Delta Dental of Kansas	02/04/2022		0.00	5,606.44	
25671	3271	Eagle Engraving, Inc	02/04/2022		0.00	281.95	
25672	1075	EE Reimbursement	02/04/2022		0.00	22.50	
25673	130	EE Reimbursement	02/04/2022		0.00	88.00	
25674	1401	EE Reimbursement	02/04/2022		0.00	88.00	
25675	2460	EE Reimbursement	02/04/2022		0.00	48.00	
25676	666	EE Reimbursement	02/04/2022		0.00	46.36	
25677	2898	Evergy - KCPL	02/04/2022		0.00		

Check No	Vendor No	Vendor Name	Check Date		Void Checks	Check Amount
25678	501	Family Conservancy	02/04/2022		0.00	925.00
25679	88	First Call	02/04/2022		0.00	204.18
25680	2112	Forensic Psychology Associates Inc	02/04/2022		0.00	450.00
25681	1131	Fully Promoted Disko Promotions Inc	02/04/2022		0.00	52.85
25682	86	Goodyear Auto Service Center	02/04/2022		0.00	664.76
25683	1886	GPS Insight LLC	02/04/2022		0.00	866.95
25684	384	GT Distributors	02/04/2022		0.00	1,105.50
25685	2726	Infrastructure Solutions LLC	02/04/2022		0.00	4,988.96
25686	2723	Insight Public Sector Inc	02/04/2022		0.00	614.86
25687	2316	Integrity Locating Services LLC	02/04/2022		0.00	2,634.00
25688	1230	J&J Printing Inc	02/04/2022		0.00	48.25
25689	23	Johnson County Sherriff's Office Fiscal Uni	02/04/2022		0.00	4,420.00
25690	66	KA-Comm Inc	02/04/2022		0.00	413.10
25691	318	Kansas Association for Court Management	02/04/2022		0.00	250.00
25692	50	Kansas Association of City/County Manage	02/04/2022		0.00	600.00
25693	540	Kansas City Business Journal	02/04/2022		0.00	76.98
25694	316	Kansas Municipal Judges Association	02/04/2022		0.00	50.00
25695	97	Lawrence Pest Control Company Inc	02/04/2022		0.00	290.00
25696	213	Legal Record	02/04/2022		0.00	39.33
25697	145	Robin A. Lewis	02/04/2022		0.00	2,652.00
25698	3302	Linde Gas & Equipment inc	02/04/2022		0.00	70.72
25699	2994	Stuart J Little	02/04/2022		0.00	2,500.00
25700	164	Metro Chiefs and Sheriffs Association	02/04/2022		0.00	125.00
25701	814	NGLIC National Guardian Life Insurance C	02/04/2022		0.00	892.96
25702	25	Office Depot	02/04/2022		0.00	107.33
25703	3255	Adam Peer	02/04/2022		0.00	186.00
25704	3348	Pomp's Tire Service Inc	02/04/2022		0.00	1,085.00
25705	1279	Preferred Family Healthcare Inc	02/04/2022		0.00	2,700.00
25706	292	Quality Litho Inc	02/04/2022		0.00	217.00
25707	1007	Rejis Commission	02/04/2022		0.00	1,398.07
25708	2421	Ashley Elizabeth Repp	02/04/2022		0.00	2,560.50
25709	3350	Mark Rixson	02/04/2022		0.00	449.04
25710	3327	Rush Truck Centers of Missouri Inc	02/04/2022		0.00	638.22
25711	160	Standard Insurance Company	02/04/2022		0.00	3,938.26
25712	72	Staples Business Advantage	02/04/2022		0.00	113.58
25713	3150	Story LLC	02/04/2022		0.00	200.00
25714	1433	Sturgis Materials Inc	02/04/2022		0.00	336.32
25715	172	Sumner One	02/04/2022		0.00	1,463.17
25716	2246	Superior Bowen Asphalt Company LLC	02/04/2022		0.00	10,033.32
25717	94	Teague Electric	02/04/2022		0.00	32.50
25718	1740	Time Warner Cable	02/04/2022		0.00	7.98
25719	2240	Karen L Torline	02/04/2022		0.00	1,344.00
25720	919	Tyler Technologies Inc	02/04/2022		0.00	600.00
25721	950	UMB Bank-Trust Fees Dept	02/04/2022	VOID	20,407.81	0.00
25722	238	United Community Services of Johnson Co	02/04/2022		0.00	10,000.00
25723	1042	Verizon Wireless	02/04/2022		0.00	2,588.08
25724	20	Tara Wakefield	02/04/2022		0.00	3,385.00
25725	3349	Shirley Waring	02/04/2022		0.00	570.82
25726	111	WaterOne	02/04/2022		0.00	1,221.26
25727	99	Work Zone Inc	02/04/2022		0.00	40.70
25728	3152	Genuine Hospitality LLC	02/04/2022		0.00	200.00
25729	2958	Midwest Shredding Service LLC	02/04/2022		0.00	80.00
25730	2039	MJV-A LLC	02/04/2022		0.00	444.47
25731	950	UMB Bank-Trust Fees Dept	02/04/2022		0.00	22,407.81
				Total for 2/4/2022:	20,407.81	139,145.26

Check No	Vendor No	Vendor Name	Check Date		Void Checks	Check Amount
ACH	9	Evergy - KCPL - ACH	02/07/2022		0.00	4,233.24
			Total for 2/7/2022:		0.00	4,233.24
ACH	945	UMB Bank ACH	02/08/2022		0.00	778.25
			Total for 2/8/2022:		0.00	778.25
ACH	841	Elavon	02/11/2022		0.00	2,181.62
25732	3099	EE Reimbursement	02/11/2022		0.00	16.00
25733	2898	Evergy - KCPL	02/11/2022		0.00	20.77
25734	2666	Fiber Platform LLC	02/11/2022		0.00	700.00
25735	3356	Gregory Shelton, Councilmember Ward 5	02/11/2022		0.00	339.26
25736	2988	Inga Selders, Councilmember Ward 2	02/11/2022		0.00	425.76
25737	41	Kansas Gas Service	02/11/2022		0.00	3,527.47
25738	3358	Bridget Kelly	02/11/2022		0.00	26.78
25739	2564	Shannon M Marcano	02/11/2022		0.00	924.50
25740	1927	Mayor Eric Mikkelson	02/11/2022		0.00	339.26
25741	3352	Opengov Inc	02/11/2022		0.00	50,292.00
			Total for 2/11/2022:		0.00	58,793.42
ACH	1153	Merchant Services/Elavon/ETS Corp-Court	02/15/2022		0.00	896.06
			Total for 2/15/2022:		0.00	896.06
ACH	3296	CIGNA Health and Life Insurance Compan	02/18/2022	VOID	111,905.57	0.00
25742	2265	All City Management Services Inc	02/18/2022		0.00	3,281.52
25743	2330	Allied Services LLC	02/18/2022		0.00	157,619.37
25744	3205	American Messaging Services LLC	02/18/2022		0.00	18.07
25745	619	American Public Works Association	02/18/2022		0.00	1,600.00
25746	154	Boresow Chemical Company	02/18/2022		0.00	2,042.60
25747	3361	John Campbell Brown Jr	02/18/2022		0.00	5,000.00
25748	533	Casey's Auto Repair LLC	02/18/2022		0.00	36.75
25749	1578	Cellebrite USA Inc	02/18/2022		0.00	4,300.00
25750	54	Central Salt, LLC	02/18/2022		0.00	4,643.97
25751	171	Clark's Tool and Equipment	02/18/2022		0.00	93.45
25752	2635	Complete Office Solutions Inc	02/18/2022		0.00	173.28
25753	435	Complete Office Solutions Inc	02/18/2022		0.00	266.00
25754	1950	Contract Furnishings Rents LLC	02/18/2022		0.00	1,199.74
25755	2024	Custom Lighting Services LLC	02/18/2022		0.00	5,188.69
25756	1380	Daystar Corp	02/18/2022		0.00	1,522.41
25757	245	Easy Ice LLC	02/18/2022		0.00	184.46
25758	1341	EE Reimbursement	02/18/2022		0.00	76.27
25759	2342	EE Reimbursement	02/18/2022		0.00	146.00
25760	3366	EE Reimbursement	02/18/2022		0.00	146.00
25761	2980	Enterprise FM Trust	02/18/2022		0.00	16,669.59
25762	88	First Call	02/18/2022		0.00	58.01
25763	175	Genuine Auto Parts	02/18/2022		0.00	225.84
25764	86	Goodyear Auto Service Center	02/18/2022		0.00	689.58
25765	1886	GPS Insight LLC	02/18/2022		0.00	428.76
25766	384	GT Distributors	02/18/2022		0.00	388.26
25767	150	Hy-Vee	02/18/2022		0.00	12.73
25768	2129	Imaging Office Systems Inc	02/18/2022		0.00	125.00
25769	575	J&D Equipment Inc	02/18/2022		0.00	40.72
25770	511	Johnson County Mental Health Center	02/18/2022		0.00	20,835.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
25771	372	Johnson County Top Soil & Landscape mat	02/18/2022	0.00	296.00
25772	84	Johnson County Wastewater	02/18/2022	0.00	419.36
25773	338	Kansas City Metropolitan Crime Commissi	02/18/2022	0.00	4,000.00
25774	2335	Kansas One-Call System Inc	02/18/2022	0.00	368.40
25775	3359	Janet Kerns	02/18/2022	0.00	473.71
25776	258	Key Equipment & Supply Co	02/18/2022	0.00	2,035.00
25777	97	Lawrence Pest Control Company Inc	02/18/2022	0.00	290.00
25778	2484	Henry Leopold	02/18/2022	0.00	193.01
25779	92	Lexington Plumbing and Heating Company	02/18/2022	0.00	208.50
25780	2159	Madelyn Madden	02/18/2022	0.00	690.00
25781	2954	Metro KC Chapter ICC	02/18/2022	0.00	30.00
25782	275	Missouri Door Co. Inc.	02/18/2022	0.00	561.75
25783	1816	Morpho USA Inc	02/18/2022	0.00	8,125.00
25784	3365	John Mortensen	02/18/2022	0.00	516.82
25785	627	Susan Myers	02/18/2022	0.00	682.57
25786	2824	Robert Nelson	02/18/2022	0.00	518.15
25787	25	Office Depot	02/18/2022	0.00	248.13
25788	190	Pitney Bowes	02/18/2022	0.00	161.48
25789	3348	Pomp's Tire Service Inc	02/18/2022	0.00	118.00
25790	2141	Pre-Paid Legal Services Inc	02/18/2022	0.00	374.70
25791	2744	Pro Circuit Inc	02/18/2022	0.00	90.00
25792	3364	Roll Rite	02/18/2022	0.00	321.45
25793	3327	Rush Truck Centers of Missouri Inc	02/18/2022	0.00	1,493.72
25794	3363	Ruth Saale	02/18/2022	0.00	581.49
25795	777	Rodney Sanders	02/18/2022	0.00	495.00
25796	3357	SESAC Rights Management Inc	02/18/2022	0.00	392.25
25797	2308	Stanard & Associates Inc	02/18/2022	0.00	387.50
25798	72	Staples Business Advantage	02/18/2022	0.00	504.98
25799	1433	Sturgis Materials Inc	02/18/2022	0.00	444.46
25800	279	Sunflower Equipment LLC	02/18/2022	0.00	1,326.80
25801	3315	Michael Temple	02/18/2022	0.00	810.00
25802	2302	Travelers	02/18/2022	0.00	1,551.00
25803	2749	United Community Service	02/18/2022	0.00	1,650.00
25804	2047	United Rentals (North America) Inc	02/18/2022	0.00	465.00
25805	3319	Rose Vitt	02/18/2022	0.00	87.05
25806	3000	Wex Bank	02/18/2022	0.00	10,848.47
25807	99	Work Zone Inc	02/18/2022	0.00	2,138.93
25808	305	Zep Sales & Service	02/18/2022	0.00	185.99
25809	3296	CIGNA Health and Life Insurance Compan	02/18/2022	0.00	111,905.57
			Total for 2/18/2022:	111,905.57	383,002.31
ACH	311	ADP Electronic Debit	02/22/2022	0.00	3,261.80
			Total for 2/22/2022:	0.00	3,261.80
25810	790	Cellco Partnership	02/25/2022	0.00	278.71
25811	1889	EE Reimbursement	02/25/2022	0.00	379.50
25812	256	Electronic Technology Inc	02/25/2022	0.00	250.00
25813	42	Lathrop GPM	02/25/2022	0.00	3,113.50
25814	133	EE Reimbursement	02/25/2022	0.00	1,610.45
			Total for 2/25/2022:	0.00	5,632.16
ACH	945	UMB Bank ACH	02/26/2022	0.00	38,809.19

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
			Total for 2/26/2022:	0.00	38,809.19
ACH	147	Kansas State Treasurer	02/28/2022	0.00	195,362.50
			Total for 2/28/2022:	0.00	195,362.50
			Report Total (186 checks):	132,327.29	835,765.06

SSM

Liability Recap	Taxes Debited	Federal Income Tax			25,385.09			
		Earned Income Credit Advances			.00			
		Social Security - EE			16,942.28			
		Social Security - ER			16,942.21			
		Social Security Adj - EE			.00			
		Medicare - EE			3,962.33			
		Medicare - ER			3,962.29			
		Medicare Adj - EE			.00			
		Medicare Surtax - EE			.00			
		Medicare Surtax Adj - EE			.00			
		Federal Unemployment Tax			.00			
		FMLA-PSL Payments Credit			.00			
		FMLA-PSL ER FICA Credit			.00			
		FMLA-PSL Health Care Premium Credit			.00			
		Employee Retention Qualified Payments Credit			.00			
		Employee Retention Qualified Health Care Credit			.00			
		COBRA Premium Assistance Payments			.00			
		State Income Tax			11,227.48			
		State Unemployment Insurance - EE			.00			
		State Unemployment Insurance - ER			272.71			
		State Unemployment Insurance Adj - EE			.00			
		State Disability Insurance - EE			.00			
		State Disability Insurance - ER			.00			
		State Disability Insurance Adj - EE			.00			
		State Family Leave Insurance - EE			.00			
		State Family Leave Insurance - ER			.00			
		State Family Leave Insurance Adj - EE			.00			
		State Medical Leave Insurance - EE			.00			
		State Medical Leave Insurance - ER			.00			
		State Cares Fund - EE			.00			
		Workers' Benefit Fund Assessment - EE			.00			
		Workers' Benefit Fund Assessment - ER			.00			
		Transit Tax - EE			.00			
		Local Income Tax			221.12			
		School District Tax			.00			
		Total Taxes Debited	Acct. No. **XXXXXX7107**	Tran/ABA **XXXXXXXXX**		**78,915.51**		
	Other Transfers	ADP Direct Deposit	Acct. No. XXXXXX7107	Tran/ABA XXXXXXXXX		191,515.11		
		Wage Garnishments	Acct. No. XXXXXX7107	Tran/ABA XXXXXXXXX		970.57		**Total Liability**
		Total Amount Debited From Your Accounts					**271,401.19**	**271,401.19**
	Bank Debits and Other Liability	Adjustments/Prepay/Voids				.00		**271,401.19**
	Taxes - Your Responsibility	None This Payroll						**271,401.19**

Statistical Summary Recap

CITY OF PRAIRIE VILL
Company Code: **E9P**
Region Name: CENTRAL PLAINS

Batch : **1987**
Quarter Number: **1**
Service Center: **069**

Period Ending : **02/06/2022**
Pay Date : **02/11/2022**
Current Date : **02/08/2022**

Week 06
Page 1

SSM

Net Pay	Checks					.00			
	Direct Deposits					191,515.11			
	Subtotal Net Pay						**191,515.11**		
	Adjustments					.00			
	Total Net Pay Liability (Net Cash)						**191,515.11**		

Taxes			You are responsible for Depositing these amounts		Amount debited from your account				
Federal	**Agency**	**Rate**	**EE withheld**	**ER contrib.**	**EE withheld**	**ER contrib.**			
	Federal Income Tax				25,385.09				
	Earned Income Credit Advances								
	Social Security				16,942.28	16,942.21			
	Medicare				3,962.33	3,962.29			
	Medicare Surtax								
	Federal Unemployment Tax								
	Subtotal Federal				**46,289.70**	**20,904.50**	**67,194.20**		
	FMLA-PSL Payments Credit								
	FMLA-PSL ER FICA Credit								
	FMLA-PSL Health Care Premium Credit								
	Employee Retention Qualified Payments Cre								
	Employee Retention Qualified Health Care								
	Cobra Premium Assistance Payments								
	Total Federal				**46,289.70**	**20,904.50**	**67,194.20**		
State	KS State Income Tax				11,227.48				
	KS State Unemployment Insurance-ER	.1000				272.71			
	Subtotal KS				**11,227.48**	**272.71**	**11,500.19**		
Local	406K Kansas City				221.12				
	Subtotal Local				**221.12**		**221.12**		
	Total Taxes		**.00**	**.00**	**57,738.30**	**21,177.21**	**78,915.51**		
	Amount ADP Debited From Account XXXXXX7107		**Tran/ABA**	**XXXXXXXXX**				**78,915.51**	Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit		191,515.11		185 Employee Transactions
Transfers	Wage Garnishments		970.57		
	Amount ADP Debited From Account XXXXXX7107	**Tran/ABA XXXXXXXXX**		**192,485.68**	
Total Amount ADP Debited From Your Accounts				**271,401.19**	

SUM

DEPARTMENT	HOURS Reg / O/T	Hours 3 & 4	EARNINGS Reg / O/T	Earn 3 & 4	Earn 5	GROSS	STATUTORY DEDUCTIONS Federal	State/Local	VOL DEDS.	NET PAY
* * GRAND TOTAL * *							NET CASH:	191,515.11		

Hours 3,4 Analysis:

D	BEREVE	24.00	V	VAC	297.50
H	HOL	152.00	22	COMPAY	40.75
P	FLOAT	80.00	29	OT	4.50
S	SICK	334.00	CVD	COVID	160.00
				Total	**1,092.75**

Earnings 3,4,5 Analysis:

A	AUTOAL	1,375.00	Y	MISC	220.98
D	BEREVE	521.67	LI	CTY DC	1,079.75
H	HOL	4,585.74	22	COMPAY	1,011.82
P	FLOAT	1,599.64	29	OT	97.84
S	SICK	8,260.75	CVD	COVID	4,216.33
V	VAC	7,443.36			
			Total		**30,412.88**

Memo Analysis:

N-	G	G.T.L.	546.40
N-	H	HSAER	1,084.25
N-	K	KPERS	14,663.59
N-	L	457ER	9,076.59
N-DER		DEN ER	1,261.48
N-MER		MED ER	50,733.46
N-VER		VIS ER	279.18
Total			**77,644.95**

Deduction Analysis

D	125DEP	479.60
F	125MED	846.82
K	KPERS	9,885.57
L	DC457	10,778.02
P	POLPEN	4,324.28
V	CHECK1	160,927.70
W	CHECK2	15,826.75
X	SAVING	6,186.97
Y	SAVING	2,470.00
Z	SAVING	50.00
LI	457 PD	1,079.75
10	DENTAL	1,228.72
13	DENTAL	441.47
21	QHDPRE	1,633.60
25	HEALTH	2,399.22
34	KPERSL	137.24
36	STDDLF	12.32
38	LTC	142.92
39	HSA EE	4,969.44
48	VSNPRE	161.22
69	GARN3	415.94
75	CHSUPP	554.63
HSA		6,053.69
HSO	OFFSET	6,053.69-
STD	STDDED	340.00
457	RTH457	1,844.59
Total		**227,136.77**

State Analysis:	STATE TAX	STATE WAGES	FIT BY STATE
KS	11,227.48	256,532.93	25,385.09
Total	**11,227.48**	**256,532.93**	**25,385.09**

Local Analysis:		LOCAL TAX	LOCAL WAGES	EE COUNT
406K	KANSAS CITY	221.12	22,113.34	10
Total		**221.12**	**22,113.34**	**10**

Federal Taxable Analysis and Employer Unemployment Liability	TAXABLE	PCT	TAX
Federal	246,647.36		25,385.09
FUTA		.60	
Social Security-EE	273,261.38	6.20	16,942.28
Social Security-ER	273,261.38	6.20	16,942.21
Medicare-EE	273,261.38	1.45	3,962.33
Medicare-ER	273,261.38	1.45	3,962.29
Medicare Surtax-EE		.90	

State Taxable Analysis and Employer Unemployment Liability	TAXABLE	PCT	TAX
KS SUI	272,714.98	.1000	272.71
Total	**272,714.98**		**272.71**

Federal Deposit Liability		TOTAL LIABILITY
Federal Tax		25,385.09
Earned Income Credit Advances		
Social Security		
EE Amount Withheld	16,942.28	
ER Taxable X 6.20%	16,942.21	
Total Social Security		33,884.49
Medicare		
EE Amount Withheld	3,962.33	
ER Taxable X 1.45%	3,962.29	
Total Medicare		7,924.62
Medicare Surtax Employee Amount Withheld		
Total		**67,194.20**

Cafeteria 125 Deduction Analysis

D	- DCC	479.60
F	- MFS	846.82
10	- DNT	1,228.72
13	- DNT	441.47
21	- MED	1,633.60
25	- MED	2,399.22
39	- HCC	4,969.44
48	- VIS	161.22
Total		**12,160.09**

SSM

Liability Recap	Taxes Debited	Federal Income Tax	25,764.19			
		Earned Income Credit Advances	.00			
		Social Security - EE	17,005.57			
		Social Security - ER	17,005.69			
		Social Security Adj - EE	.00			
		Medicare - EE	3,977.21			
		Medicare - ER	3,977.14			
		Medicare Adj - EE	.00			
		Medicare Surtax - EE	.00			
		Medicare Surtax Adj - EE	.00			
		Federal Unemployment Tax	.00			
		FMLA-PSL Payments Credit	.00			
		FMLA-PSL ER FICA Credit	.00			
		FMLA-PSL Health Care Premium Credit	.00			
		Employee Retention Qualified Payments Credit	.00			
		Employee Retention Qualified Health Care Credit	.00			
		COBRA Premium Assistance Payments	.00			
		State Income Tax	11,298.62			
		State Unemployment Insurance - EE	.00			
		State Unemployment Insurance - ER	273.74			
		State Unemployment Insurance Adj - EE	.00			
		State Disability Insurance - EE	.00			
		State Disability Insurance - ER	.00			
		State Disability Insurance Adj - EE	.00			
		State Family Leave Insurance - EE	.00			
		State Family Leave Insurance - ER	.00			
		State Family Leave Insurance Adj - EE	.00			
		State Medical Leave Insurance - EE	.00			
		State Medical Leave Insurance - ER	.00			
		State Medical Leave Insurance Adj - EE	.00			
		State Cares Fund - EE	.00			
		Workers' Benefit Fund Assessment - EE	.00			
		Workers' Benefit Fund Assessment - ER	.00			
		Transit Tax - EE	.00			
		Local Income Tax	206.92			
		School District Tax	.00			
		Total Taxes Debited Acct. No. XXXXXX7107 Tran/ABA XXXXXXXXX		79,509.08		
Other Transfers		ADP Direct Deposit Acct. No. XXXXXX7107 Tran/ABA XXXXXXXXX		194,022.00		**Total Liability**
		Wage Garnishments Acct. No. XXXXXX7107 Tran/ABA XXXXXXXXX		554.63		
		Total Amount Debited From Your Accounts			274,085.71	274,085.71
Bank Debits and Other Liability		Adjustments/Prepay/Voids		.00		274,085.71
Taxes - Your Responsibility		None This Payroll				
						274,085.71

Statistical Summary Recap

CITY OF PRAIRIE VILL
Company Code: **E9P**
Region Name: CENTRAL PLAINS

Batch : **2417**
Quarter Number: **1**
Service Center: **069**

Period Ending : **02/20/2022**
Pay Date : **02/25/2022**
Current Date : **02/22/2022**

Week 08
Page 1

SSM

Net Pay	Checks		.00	
	Direct Deposits		194,022.00	
	Subtotal Net Pay			**194,022.00**
	Adjustments		.00	
	Total Net Pay Liability (Net Cash)			**194,022.00**

Taxes			You are responsible for Depositing these amounts		Amount debited from your account				
Federal	**Agency**	**Rate**	**EE withheld**	**ER contrib.**	**EE withheld**	**ER contrib.**			
	Federal Income Tax				25,764.19				
	Earned Income Credit Advances								
	Social Security				17,005.57	17,005.69			
	Medicare				3,977.21	3,977.14			
	Medicare Surtax								
	Federal Unemployment Tax								
	Subtotal Federal				**46,746.97**	**20,982.83**	**67,729.80**		
	FMLA-PSL Payments Credit								
	FMLA-PSL ER FICA Credit								
	FMLA-PSL Health Care Premium Credit								
	Employee Retention Qualified Payments Cre								
	Employee Retention Qualified Health Care								
	Cobra Premium Assistance Payments								
	Total Federal				**46,746.97**	**20,982.83**	**67,729.80**		
State	KS State Income Tax				11,298.62				
	KS State Unemployment Insurance-ER	.1000				273.74			
	Subtotal KS				**11,298.62**	**273.74**	**11,572.36**		
Local	406K Kansas City				206.92				
	Subtotal Local				**206.92**		**206.92**		
	Total Taxes		**.00**	**.00**	**58,252.51**	**21,256.57**	**79,509.08**		
	Amount ADP Debited From Account XXXXXX7107		**Tran/ABA**	**XXXXXXXXX**				**79,509.08**	Excludes Taxes That Are Your Responsibility

Other Transfers	ADP Direct Deposit		194,022.00		191 Employee Transactions
	Wage Garnishments		554.63		
	Amount ADP Debited From Account XXXXXX7107	**Tran/ABA XXXXXXXXX**		**194,576.63**	
Total Amount ADP Debited From Your Accounts				**274,085.71**	

SUM

DEPARTMENT	HOURS Reg / O/T	Hours 3 & 4	EARNINGS Reg / O/T	Earn 3 & 4	Earn 5	GROSS	STATUTORY DEDUCTIONS Federal	State/Local	VOL DEDS.	NET PAY
* * GRAND TOTAL * *							NET CASH:	194,022.00		

Hours 3,4 Analysis:

D	BEREVE	56.00	V	VAC	539.77
H	HOL	120.00	22	COMPAY	73.25
P	FLOAT	56.00	MIL	Milita	70.00
S	SICK	132.25			
				Total	1,047.27

Earnings 3,4,5 Analysis:

A	AUTOAL	1,375.00	V	VAC	13,889.35
D	BEREVE	1,384.23	LI	CTY DC	1,079.75
H	HOL	3,467.15	22	COMPAY	2,101.65
P	FLOAT	1,706.76	MIL	Milita	305.20
S	SICK	2,545.86			
				Total	27,854.95

Memo Analysis:

N-	G	G.T.L.	544.26
N-	H	HSAER	1,084.25
N-	K	KPERS	14,320.15
N-	L	457ER	8,834.76
N-DER		DEN ER	1,248.06
N-MER		MED ER	50,385.74
N-VER		VIS ER	276.21
Total			76,693.43

Deduction Analysis

D	125DEP	479.60
F	125MED	846.82
K	KPERS	9,654.05
L	DC457	10,644.30
P	POLPEN	4,324.28
V	CHECK1	163,953.38
W	CHECK2	15,626.04
X	SAVING	5,868.89
Y	SAVING	2,470.00
Z	SAVING	50.00
LI	457 PD	1,079.75
10	DENTAL	1,064.08
13	DENTAL	441.47
21	QHDPRE	1,633.60
25	HEALTH	2,399.22
34	KPERSL	137.24
36	STDDLF	12.32
38	LTC	142.92
39	HSA EE	4,969.44
48	VSNPRE	161.22
59	CELLR	1,200.00-
75	CHSUPP	554.63
HSA		6,053.69
HSO	OFFSET	6,053.69-
STD	STDDED	326.75
457	RTH457	1,843.95
Total		227,483.95

State Analysis:	STATE TAX	STATE WAGES	FIT BY STATE
KS	11,298.62	257,692.68	25,764.19
Total	11,298.62	257,692.68	25,764.19

Local Analysis:		LOCAL TAX	LOCAL WAGES	EE COUNT
406K	KANSAS CITY	206.92	20,692.32	10
Total		206.92	20,692.32	10

Federal Taxable Analysis and Employer Unemployment Liability	TAXABLE	PCT	TAX
Federal	248,038.63		25,764.19
FUTA		.60	
Social Security-EE	274,285.27	6.20	17,005.57
Social Security-ER	274,285.27	6.20	17,005.69
Medicare-EE	274,285.27	1.45	3,977.21
Medicare-ER	274,285.27	1.45	3,977.14
Medicare Surtax-EE		.90	

State Taxable Analysis and Employer Unemployment Liability	TAXABLE	PCT	TAX
KS SUI	273,741.01	.1000	273.74
Total	273,741.01		273.74

Federal Deposit Liability		TOTAL LIABILITY
Federal Tax		25,764.19
Earned Income Credit Advances		
Social Security		
EE Amount Withheld	17,005.57	
ER Taxable X 6.20%	17,005.69	
Total Social Security		34,011.26
Medicare		
EE Amount Withheld	3,977.21	
ER Taxable X 1.45%	3,977.14	
Total Medicare		7,954.35
Medicare Surtax Employee Amount Withheld		
Total		67,729.80

Cafeteria 125 Deduction Analysis

D	- DCC	479.60
F	- MFS	846.82
10	- DNT	1,064.08
13	- DNT	441.47
21	- MED	1,633.60
25	- MED	2,399.22
39	- HCC	4,969.44
48	- VIS	161.22
Total		11,995.45

CONSENT AGENDA
ADMINISTRATION

City Council Meeting Date: March 21, 2022

Consider approval of revised plan document and adoption agreement with Voya Financial for the City's 401(a) supplemental retirement plan

RECOMMENDATION

Approve the revised and restated plan document and adoption agreement with Voya Financial as part of the Consent Agenda.

BACKGROUND

At the January 18, 2022 Council meeting, the City Council unanimously approved a recruitment and retention incentive package for city employees. One of the incentives that was approved was to allow sworn police officers to participate in the City's supplemental retirement plan.

The City's supplemental retirement plan is currently only offered to employees who are KPERS members and not to employees who participate in the City's Police Pension Plan. The attached documents would allow all employees to participate in the City's matching supplemental retirement program.

The estimated annual cost of adding 47 sworn officers to the supplemental retirement plan is $182,841. This assumes that all 47 positions would contribute 5% and would receive 6% in City matching funds. The plan documents have a provision that the matching 401(a) funds require a 5 year vesting period before the employee has access to 100% of the 401(a) City matching funds. The plan agreement also stipulates that that the normal retirement age for public safety employees to access these funds will be after 20 years of service and upon retirement from the City's Police Pension Plan.

Once the new plan document and adoption agreement is approved, police employees will be eligible to begin participating in the plan effective the first paycheck in April 2022.

ATTACHMENTS

Revised and restated 401(a) Plan Document with Voya Financial
Revised and restated 401(a) Adoption Agreement with Voya Financial

PREPARED BY

Jamie Robichaud
Deputy City Administrator
Date: March 17, 2022

Voya Financial®

SPECIMEN 401(a) DEFINED CONTRIBUTION PLAN FOR GOVERNMENTAL EMPLOYERS BASIC PLAN DOCUMENT

TABLE OF CONTENTS

SPECIMEN 401(a) DEFINED CONTRIBUTION PLAN
FOR GOVERNMENTAL EMPLOYERS
PREAMBLE

The Employer hereby establishes the Internal Revenue Code (the "Code) Section 401(a) Defined Contribution Plan for Governmental Employers (the "Plan").

The Plan is intended to be a qualified plan within the meaning of Code Section 401(a); based on the election of the Employer in the Adoption Agreement, a money purchase pension plan within the meaning of Treas. Reg. Section 1-401-1(b)(1)(i) or a profit sharing plan within the meaning of Treas. Reg. Section 1-401-1(b)(1)(ii); and a governmental plan within the meaning of Code Section 414(d) and Section 3(32) of the Employee Retirement Income Security Act of 1974.

The Plan consists of the provisions set forth in this basic plan document and the Adoption Agreement and is applicable to each Eligible Employee.

ARTICLE I
DEFINITIONS

As used in this Plan, the following words and phrases shall have the meanings set forth herein unless a different meaning is clearly required by the context.

1.1 "414(h) Pick-Up Contributions" means mandatory contributions that all Participants must make if required under the Adoption Agreement pursuant to Code Section 414(h). 414(h) Pick-Up Contributions are picked up by the Employer in accordance with Code Section 414(h)(2) and are treated as Employer Contributions for federal income tax purposes, but are considered "wages" for purposes of FICA and FUTA.

1.2 "414(h) Pick-Up Contributions Account" means the account (including any earnings and losses attributable thereon) established and maintained by the Administrator for each Participant with respect to his total interest under the Plan resulting from 414(h) Pick-Up Contributions.

1.2 A. "457(b) Plan" means the Code Section 457(b) Plan specified in the Adoptions Agreement in which the Employee participates.

1.3 "Administrator" means the person(s), committee or organization appointed by the Employer pursuant to Section 5.2 to administer the Plan and perform administrative functions for the Plan as specified by the Employer.

1.4 "Adoption Agreement" means the separate agreement which is executed by the Employer and sets forth the elective provisions of the Plan. The Adoption Agreement is considered a part of the Plan.

1.5 "Anniversary Date" means the annual date for valuation of Plan assets specified in the Adoption Agreement, but in no event shall a valuation of Plan assets be performed less than once a year occurring on the last day of the Plan Year.

1.6 “Beneficiary” means the individual, individuals or trust designated by the Participant in writing on a form acceptable to the Administrator, and received by the Administrator before the Participant's death, to receive any undistributed amounts under the Participant Account which becomes payable upon the Participant's death. A Beneficiary may designate his own Beneficiary. If a Participant or Beneficiary does not designate a Beneficiary in a form acceptable to the Administrator, then his estate will be deemed to be his Beneficiary. In addition, any Beneficiary designation will meet the requirements of applicable state law.

1.7 “Code” means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.8 “Compensation” with respect to any Participant means such Participant's annual compensation as defined in the Adoption Agreement and as determined within the 12-consecutive month period specified in the Adoption Agreement that is paid during that 12-consecutive month. If a Participant’s compensation is determined for a period of less than 12 months, the annual compensation limit described below is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12.

The annual compensation of each Participant that may be taken into account in determining allocations for any Plan Year shall not exceed $200,000, as adjusted for the cost of living increases in accordance with Code Section 401(a)(17)(B). The Plan may provide that the Compensation of an “eligible Participant” be not less than such Participant’s Compensation determined as of July 1, 1993 and adjusted for cost of living. For purposes of this Section, an eligible Participant is an individual who first became a Participant in the Plan before the first day of the first Plan Year beginning after the earlier of:

(a) the last day of the Plan Year by which the Plan is amended to provide for the 1995 limit on Compensation and such amendment becomes effective, or

(b) December 31, 1995.

The cost of living adjustment in effect for a calendar year applies to Compensation for the determination period that begins with or within such calendar year.

1.9 “Eligible Employee” means any individual Employee of the Employer who meets the criteria set forth in Section 2.1, and is in one or more of the classifications of Employees specified in the Adoption Agreement.

1.10 “Employee” means any person who is employed by the Employer and who performs services for the Employer for which compensation is paid. If elected by the Employer in the Adoption Agreement, the term Employee shall include Leased Employees.

1.11 “Employer” means the governmental employer that satisfies the definition of Code Section 414(d) and is named in the Adoption Agreement (together with any other entity required to be aggregated with such governmental employer under Code Sections 414(b), (c), (m) or (o)), and any successor which shall maintain this Plan, and any predecessor which has maintained this Plan.

1.12 "Employer Contributions" means the Employer's contributions to the Plan in accordance with the formula selected in the Adoption Agreement.

1.13 "Employer Contributions Account" or "PD Employer Contribution Account" means that portion of the Participant Account established and maintained by the Administrator for each Participant with respect to his total interest (including any earnings and losses attributable thereon) under the Plan resulting from Employer Contributions and/or Matching Contributions.

1.14 "Fiscal Year" means the Employer's 12-month consecutive accounting year specified by the Employer in the Adoption Agreement.

1.15 "Forfeiture" means that portion of a Participant's Employer Contributions Account that is not Vested and in which the Participant no longer has an interest and will be treated in accordance with Section 3.8(c).

1.16 "Investment Product" means group or individual annuity contracts or such other investment arrangements issued by or offered through the Provider and used to hold the assets of the Plan. Notwithstanding the previous sentence, life insurance shall not be a permissible investment product under the Plan.

1.17 "Leased Employee" means any person (other than an Employee of the Employer) who, pursuant to an agreement between the Employer and any other person or entity ("leasing organization") has performed services for the Employer (or for the Employer and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the Employer. Contributions or benefits provided for a leased employee by the leasing organization which are attributable to services performed for the Employer will be treated as provided by the Employer.

A leased employee will not be considered an employee of the Employer if: (a) such individual is covered by a money purchase pension plan sponsored by the leasing organization providing: (1) a nonintegrated employer contribution rate of at least 10 percent of compensation, as defined in Code Section 415(c)(3), including amounts contributed pursuant to a salary reduction agreement which are excludable from the individual's gross income under Code Section 125, 402(e)(3), 402(h)(1)(B), 403(b) or 132(f)(4), (2) immediate participation, and (3) full and immediate vesting, and (b) leased employees do not constitute more than 20 percent of the Employer's nonhighly compensated work force.

1.18 "Matching Contribution" means the Employer's contributions to the Plan that match a Participant's Code Section 457(b) Elective Contributions in accordance with the formula selected in the Adoption Agreement.

1.19 "Normal Retirement Age" means the earliest date attained by a Participant as selected by the Employer in the Adoption Agreement and thus is entitled to a distribution under the Plan. The Employer can elect a separate Normal Retirement Age for Qualifed Public Safety Employees as defined in Code Section 72(t)(10)(B). In addition, at Normal Retirement Age, a Participant shall become fully Vested in his Participant Account.

1.20 "Participant" means any individual who participates in the Plan or has previously participated in the Plan and who has not yet received a distribution of his entire Participant Account under the Plan. As appropriate, a Participant means a Beneficiary or an alternate payee as defined in Code Section 414(p)(8).

1.21 "Participant Account" means the total of a Participant's 414(h) Pick-Up Contributions Account, Rollover Contributions Account, Voluntary Contributions Account and the Employer Contributions Account for each Participant in the Plan, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in Code Section 414(p)(8)).

1.22 "Plan" means the name of the Plan as indicated in the Adoption Agreement.

1.23 "Plan Year" means the Plan's 12-consecutive month accounting year as elected by the Employer in the Adoption Agreement.

1.24 "Provider" means Voya Retirement Insurance and Annuity Company and/or ReliaStar Life Insurance Company or such other provider entity as the Employer may approve.

1.25 "Rollover Contribution" means, if so elected by the Employer in the Adoption Agreement, contributions made by a Participant (or, if applicable, Eligible Employee) pursuant to Section 3.6 of "eligible rollover distributions" in accordance with Code Section 402(c)(4). If elected by an Employer in the Adoption Agreement, the Plan will accept Rollover Contributions of after-tax amounts from another eligible retirement plan described in Section 3.6 and as permitted by the Code.

1.26 "Rollover Contributions Account" means the account established and maintained by the Administrator for each Participant (or, if applicable, Eligible Employee) with respect to his total interest (including any earnings and losses attributable thereon) under the Plan resulting from Rollover Contributions. To the extent that an Eligible Employee rolls over after-tax amounts to the plan from another eligible retirement plan described in Section 3.6 and as permitted by the Code, such after-tax amounts in the Rollover Contributions Account will be separately accounted for.

1.27 "Total and Permanent Disability" means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The determination of Total and Permanent Disability of a Participant shall be performed by a licensed physician chosen by the Administrator. However, if the condition constitutes total disability under the federal Social Security Acts, the Administrator may rely upon such determination that the Participant is totally and permanently disabled for the purposes of this Plan. The criteria for determination of Total and Permanent Disability shall be applied uniformly to all Participants.

1.28 “Vested” means the nonforfeitable portion of any account maintained on behalf of a Participant in accordance with Section 3.8.

1.29 “Voluntary Contributions” means a contribution made to a Plan by a Participant on an after-tax basis pursuant to the election of the Participant.

1.30 “Voluntary Contributions Account” means the account established and maintained by the Administrator for each Participant with respect to his total interest (including any earnings and losses attributable thereon) under the Plan resulting from Voluntary Contributions.

ARTICLE II
ELIGIBILITY

2.1 Eligibility

Each Eligible Employee will be a Participant in the Plan when he satisfies the eligibility requirements specified in the Adoption Agreement.

2.2 Determination of Eligibility and Effective Date of Participation

(a) The Administrator will determine whether an Eligible Employee has satisfied the eligibility requirements specified in the Adoption Agreement based upon information furnished by the Employer. Such determination will be conclusive and binding and the criteria for such determination will be applied uniformly to all Participants.

(b) An Eligible Employee who has become eligible to be a Participant shall become a Participant effective as of the day specified in the Adoption Agreement. In the event an Employee who has satisfied the Plan's service and age requirements for eligibility but who has not satisfied one of the classifications of an Eligible Employee at any time becomes an Eligible Employee, such Employee shall become a Participant immediately as of the date he becomes an Eligible Employee.

2.3 Termination of Eligibility

In the event a Participant will go from a classification of an Eligible Employee to a non-Eligible Employee, such Participant will not be able to participate in the Plan until he is again reclassified as an Eligible Employee. The Participant Account of such inactive Participant will continue to be allocated any attributable earnings and losses.

2.4 Information Provided by the Employee

Each Eligible Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan.

2.5 Leave of Absence

If an Employee is absent from work by leave of absence, contributions under the Plan shall continue to the extent that Compensation continues.

2.6 Payment of Contributions to Investment Product

The Employer shall remit to the Provider the contributions to be allocated under the Investment Product to fund benefits under the Plan within the time period prescribed by applicable law or under any applicable collective bargaining agreement.

ARTICLE III
CONTRIBUTION AND ALLOCATION

3.1 Employer Contributions and Matching Contributions

If the Plan is a money purchase pension plan within the meaning of Treas. Reg. Section 1-401-1(b)(1)(i) as elected by the Employer in the Adoption Agreement, the Employer will make Employer Contributions and/or Matching Contributions for each Plan Year as elected in the Adoption Agreement. If the Plan is a profit sharing plan within the meaning of Treas. Reg. Section 1-401-1(b)(1)(ii) as elected by the Employer in the Adoption Agreement, the Employer may elect to make Employer Contributions each Plan Year and such Employer Contributions shall be allocated in accordance with the formula elected by the Employer in the Adoption Agreement. Employer Contributions are subject to any limitations imposed under applicable law or under any applicable collective bargaining agreement. Such Employer contributions shall be allocated to the Participant's Employer Contributions Account.

3.2 414(h) Pick-Up Contributions

A Participant shall make 414(h) Pick-Up Contributions as indicated in the Adoption Agreement, subject to any limitations imposed under applicable law or under any applicable collective bargaining agreement. Such contributions shall be allocated to the 414(h) Pick-Up Contributions Account of each Participant.

3.3 Voluntary Contributions

A Participant may make Voluntary Contributions to the Plan as indicated in the Adoption Agreement, subject to any limitations imposed under applicable law or under any applicable collective bargaining agreement. Such contributions shall be allocated to the Voluntary Contributions Account of each Participant.

3.4 Maximum Annual Additions

(a) The maximum permissible Annual Additions that may be contributed or allocated to each Participant Account under the Plan for any Limitation Year shall not exceed the lesser of:

(1) $40,000, as adjusted for increase in the cost of living under Code Section 415(d), or
(2) 100 percent of the Participant's Compensation for the Limitation Year.

(b) For purposes of this Section, "Annual Additions" means, for any Limitation Year, the sum of Employer Contributions, Matching Contributions, 414(h) Pick-Up Contributions, Voluntary Contributions and Forfeitures to the Plan and any contributions and forfeitures allocated to any other qualified defined contribution plans of the Employer which are required to be aggregated with the Plan in accordance to Treas. Reg. Section 1.415(c)–1(a)(2). For this purpose, any excess amount applied under Code Section 415 in the Limitation Year to reduce Employer Contributions shall be considered "Annual Additions" for such Limitation Year.

(c) For purposes of this Section, "Limitation Year" means the 12-consecutive month calendar year. If the Employer maintains any other qualified defined contribution plans as defined in Treas. Reg. Section 1.415(c)–1(a)(2), such other plans shall also use the calendar year as the Limitation Year.

(d) If a Participant participates in another qualified defined contribution plan maintained by the Employer (as defined in Treas. Reg. Section 1.415(c)–1(a)(2)) which is required to be aggregated with the Plan for purposes of this Section, the amount of Annual Additions which may be credited to an individual's Participant Account for any Limitation Year shall not exceed the maximum permissible amount described in subsection (a). If amounts allocated to an individual's participant account maintained under such other plans are equal or greater than the maximum permissible amount described in subsection (a) in a Limitation Year, no amount shall be contributed to the Participant Account under the Plan for that Limitation Year.

3.5 Adjustment for Excess Annual Additions

(a) Notwithstanding Section 3.4(d), if the maximum permissible amount described in Section 3.4(a) is exceeded and if the Employer sponsors more than one qualified defined contribution plan, then any excesses will first be cured from such other qualified plan. If excesses remain or if there is no other qualified defined contribution plan of the Employer, then any remaining excesses shall be corrected in accordance with this Section.

(b) Notwithstanding any provision of the Plan to the contrary, if the Annual Additions to a Participant Account under the Plan are exceeded in any Limitation Year, then the Plan shall correct such excess in accordance with the Treasury Regulations and such other guidance as the IRS may issue from time to time.

3.6 Rollovers to the Plan

(a) If elected by the Employer in the Adoption Agreement and with the consent of the Administrator, amounts that are considered eligible rollover distributions as defined in Code Section may be rolled over by an Eligible Employee, whether or not a Participant at the time, from an eligible retirement plan, as defined in subsection (b) below. A Participant who is a surviving spousal Beneficiary or an alternate payee (who is a spouse or former spouse) of another eligible retirement plan may roll over eligible rollover distributions from such eligible retirement plan. Such amounts shall be allocated to the Participant's Rollover Contributions Account.

(b) For purposes of this Section, the term “eligible retirement plan” means any other plan under Code Section 401(a), a plan under Code Section 457(b) maintained by an employer as defined in Code Section 457(e)(1)(A), a plan under Code Section 403(b), an individual retirement account as described in Code Section 408(a), and an individual retirement annuity as described in Code Section, as appropriate.

3.7 Investments

Amounts deferred under the Plan will be invested in any Investment Product. If applicable, a Participant will direct the investment of his Participant Account among the investment options available under the Investment Product. Contributions will be allocated to a Participant Account in accordance with this Article III and earnings and losses attributable to such contributions will be allocated to such Participant Account. If any provision of an Investment Product agreement is not consistent with the Plan provisions, the terms of the Plan will control.

3.8 Vesting

(a) The Vested portion of any Employer Contributions Account will be a percentage of such Account determined on the basis of the Participant's number of years in accordance with the vesting schedule selected by the Employer in the Adoption Agreement. Criteria for determining a Participant’s years with the Employer shall be made on a uniform basis applicable to all Eligible Employees and subject to the terms of any applicable collective bargaining agreement.

(b) A Participant is always fully vested in his 414(h) Pick-Up Contributions, Rollover Contributions, Voluntary Contributions and the earnings thereon.

(c) Except as provided in subsection (d) below, any amount that is not Vested upon a Participant’s separation from service will be considered to be a Forfeiture and will be used as directed by the Employer.

(d) Notwithstanding the foregoing, a Participant will be 100% vested in any Employer Contributions and Matching Contributions upon attaining Normal Retirement Age, Total and Permanent Disability, death of the Participant, termination of the Plan or the complete discontinuance of Employer contributions.

(e) If the Plan's vesting schedule is amended, or if the criteria for determining years with the Employer is amended in any way that directly or indirectly affects the computation of the Participant's Vested percentage, then each Participant who has performed services for the Employer for at least three (3) years as of the end of the election period as defined below may elect to have such Participant's Vested percentage computed under the Plan without regard to such amendment or change, subject to any applicable collective bargaining agreement. If a Participant fails to make a timely election, then such Participant shall be subject to the new vesting schedule. The Participant's election period shall commence on the adoption date of the amendment and shall end sixty (60) days after the latest of:

(1) the adoption date of the amendment,
(2) the effective date of the amendment, or

(3) the date the Participant receives notice of the amendment from the Employer or Administrator.

3.9 Protection of Persons Who Serve in a Uniformed Service

(a) Notwithstanding any provision of this plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

(b) In the case of a Participant who dies while performing qualified military service (as defined in Code Section 414(u)), the Beneficiaries are entitled to any additional benefits (other than deferrals relating to the period of qualified military service) provided under the Plan had the Participant resumed employment and then had a separation from service on account of death.

ARTICLE IV
DETERMINATION AND DISTRIBUTION OF BENEFITS

4.1 Distributions under the Plan

(a) A Participant Account may not be paid to a Participant (or, if applicable, the Beneficiary) until one of the following events has occurred:

(1) attainment of Normal Retirement Age,
(2) separation from service prior to Normal Retirement Age,
(3) the Participant's Total and Permanent Disability, or
(4) the Participant's death.

(b) Notwithstanding subsection (a), a Participant may choose to receive a distribution from his Rollover Contributions Account and Voluntary Contributions Account at the time elected by the Employer in the Adoption Agreement.

4.2 Distribution of Benefits upon Normal Retirement Age, Separation From Service and Total and Permanent Disability

(a) Upon attainment of a distributable event described in Section 4.1, but in no event later than the requirement to commence minimum distribution payments in accordance with Code Section 401(a)(9) and the Treasury Regulations thereunder, a Participant may elect a benefit distribution option to which benefits will be paid.

(b) Upon a Participant's application for benefits, the Administrator will direct the distribution of a Participant Account in accordance with this Section 4.2.

(c) A Participant may choose a benefit distribution option as selected by the Employer in the Adoption Agreement. The terms of any annuity contract purchased and distributed by the Plan to a Participant will comply with the requirements of the Plan. In the event a Participant fails to make an election as to a benefit distribution option, any benefit payable to such Participant will be distributed in accordance with Code Section 401(a)(9).

4.3 Distribution of Benefits upon Death

(a) Upon the death of a Participant, the Administrator will direct that the deceased Participant's Participant Account be distributed to the Beneficiary in accordance with the provisions of this Section.

(b) The designation of a Beneficiary will be made on a form satisfactory to the Administrator. A Participant or Beneficiary may at any time revoke his designation of a Beneficiary or change his Beneficiary by filing notice of such revocation or change with the Administrator. In the event no valid designation of Beneficiary exists at the time of the Participant's or Beneficiary's death, the death benefit will be payable to the Participant's or Beneficiary's estate.

(c) The Administrator may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the Participant Account of a deceased Participant or Beneficiary, as the Administrator may deem appropriate. The Administrator's determination of death and of the right of any person to receive payment will be conclusive.

(d) Death benefits payable to a Beneficiary will be made in a form as selected by the Beneficiary in accordance with the available options as elected by the Employer in the Adoption Agreement. In the event a Beneficiary fails to make an election as to a benefit distribution option, any benefit payable to such Beneficiary will be distributed in accordance with Code Section 401(a)(9). The terms of any annuity contract purchased and distributed by the Plan to a Beneficiary will comply with the requirements of the Plan.

4.4 Minimum Distributions

All distributions under the Plan shall comply with the minimum distribution requirements of Code Section 401(a)(9) and the Treasury Regulations.

4.5 Rollovers from the Plan

(a) Notwithstanding any provision of the Plan to the contrary, a Participant will be permitted to elect to have any eligible rollover distribution (as defined in Code Section 402(c)(4)) paid directly to an eligible retirement plan (as defined in Section 3.6(b)) or to a Roth IRA established under Code Section 408A specified by the Participant. Notwithstanding the foregoing, if Voluntary Contributions are permitted under the Plan, they may only be rolled over to another eligible retirement plan described in Section 3.6 and as permitted by the Code. The Participant will, in the time and manner prescribed by the Administrator, specify the amount to be rolled over and the eligible retirement plan to receive such rollover. Any portion of a distribution which is not rolled over will be distributed directly to the Participant.

(b) The election described in subsection (a) also applies to the surviving spouse who is the designated Beneficiary of the Participant or a spouse or former spouse who is the alternate payee, provided that such spouse, former spouse or alternate payee directs the transfer of an eligible rollover distribution, as defined in Code Section 402(c)(4) into an eligible retirement plan, as defined in Section 3.6(b), in which such spouse, former spouse or alternate payee is a participant.

(c) A non-spousal Beneficiary may elect to roll over death benefits amounts in accordance with Section Code 402(c)(11) provided that:

(1) such amounts are rolled over to an inherited IRA via a direct trustee-to-trustee transfer; and
(2) the rolled over amounts are eligible rollover distributions as defined in Code Section 402(c)(4).

4.6 Loans to Participants

(a) This Section will apply only if elected by the Employer in the Adoption Agreement and as set forth in the loan program created by the Employer. For purposes of this Section, all plans of the Employer will be considered one plan in accordance with Code Section 72(p) and regulations thereunder, and the balance of all loans under any plan of the Employer under which the Participant participates must be aggregated in determining the maximum loan available under subsection (c).

(b) The Provider may, in accordance with the Administrator's direction, make loans to Participants under the following circumstances: (1) loans will be made available to all Participants on a reasonably equivalent basis; (2) loans will bear a reasonable rate of interest; (3) loans will be adequately secured; and (4) will provide for periodic repayment over a reasonable period of time. Such loans may also be subject to the requirements of the Investment Product.

(c) No loan made pursuant to this Section shall exceed the lesser of:

(1) $50,000 reduced by the excess (if any) of the highest outstanding balance of loans from the Plan to the Participant during the one-year period ending on the day before the date on which such loan is made, over the outstanding balance of loans from the Plan to the Participant on the date on which such loan was made, or

(2) one-half (1/2) of the Participant Account.

For purposes of this Section, any loan from any other plan maintained by the Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

(d) Loans will provide for level amortization with payments to be made not less frequently than quarterly over a period not to exceed five (5) years. However, loans used to acquire any dwelling unit which, within a reasonable time, is to be used (determined at the time the loan is made) as a principal residence of the Participant will, provide for periodic repayment over a reasonable period to be determined by the Administrator of time that may exceed five (5) years. Notwithstanding the foregoing, in the event a Participant enters the uniformed services of the United States and retains reemployment rights under law, repayments will be suspended and interest will cease to accrue during the period of leave and the period of repayment will be extended by the number of months of leave in the uniformed services. In the event a Participant is on an Employer approved, bona fide leave of absence without pay, loan payments may be suspended (but interest will continue to accrue) for the period of leave but not to exceed one year; however, the loan must be repaid by the original loan repayment date.

(e) An assignment or pledge of any portion of a Participant's interest in the Plan will be treated as a loan under this Section.

(f) Any security interest held by the Plan by reason of an outstanding loan to the Participant will be taken into account in determining the amount of the death benefit or single lump-sum payment.

4.7 Distributions from Governmental Plans for Health and Long Term Care

If elected by the Employer in the Adoption Agreement and pursuant to Code Section 402(l), annual distributions of up to $3,000 from the Plan that would otherwise be taxable are excludable for income tax purposes if the following conditions are satisfied: (1) the distribution is used to pay for qualified health insurance premiums (accident, health insurance or long term care) for an eligible retired public safety officer as defined in Code Sections 402(l)(4)(B) and 402(l)(4)(C), or spouse or dependent of the public safety officer, (2) the public safety officer is separated from service due to disability or attainment of the age which the Participant has the right to retire and receive unreduced retirement benefits from the Employer's basic pension plan, and (3) the distributions are paid directly to the insurer or to the administrator of a self-insured plan.

4.8 Mandatory Distributions

(a) To the extent permitted by the Investment Product and if elected by the Employer in the Adoption Agreement, if the value of a Vested Participant Account of a Participant who has had a separation from service does not exceed an amount set forth in Code Section 411(a)(11), as amended and as elected by the Employer in the Adoption Agreement, then a distribution may be made in the form of a lump sum payment, without the consent of the Participant or Beneficiary.

(b) If a mandatory distribution made pursuant to this Section is greater than $1,000 and the Participant does not elect to have such distribution paid directly to an eligible retirement plan as defined in Section 3.6(b) or to receive the distribution directly in cash, then the Administrator shall transfer such amount to an individual retirement account described in Code Section 408(a) or an individual retirement annuity described in Code Section 408(b) designated by the Administrator in accordance with the requirements of Code Section 401(a)(31)(B).

ARTICLE V
ADMINISTRATION

5.1 Powers and Responsibilities of the Employer

(a) The Employer shall have full power to interpret and construe the Plan in a manner consistent with its terms and the provisions of Code Section 401(a), including the applicable Treasury Regulations and to establish practices and procedures conforming to those provisions. In all such cases, the Employer's determination shall be final and conclusive upon all persons. It is recognized that unusual circumstances may occur and questions may arise that are not specifically covered by any provision of the Plan, and the Employer shall have the right to resolve all such questions. Notwithstanding the above, the Employer's power and responsibility under the Plan will not extend to, nor have any control over, those responsibilities and duties of the Provider.

(b) The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to assure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan and the Code.

(c) The Employer shall periodically review the performance of any person to whom duties have been delegated or allocated by it under the provisions of this Plan or pursuant to procedures established hereunder. This requirement may be satisfied by formal periodic review by the Employer or by a qualified person specifically designated by the Employer, through day-to-day conduct and evaluation, or through other appropriate ways.

5.2 Designation of Administrative Authority

The Employer may appoint a committee ("Committee") of one or more persons to serve as the Administrator and to discharge the Administrator's responsibilities under the Plan. The Employer may remove a Committee member for any reason by giving such member ten (10) days' notice and may thereafter fill any vacancy thus created. If the Employer does not appoint a Committee to administer the Plan, the Employer shall be the Administrator.

5.3 Allocation and Delegation of Responsibilities

If more than one person is appointed as Administrator, the responsibilities of each Administrator may be specified by the Employer and accepted in writing by each Administrator. In the event that the Employer makes no such delegation, the Administrators may allocate the responsibilities among themselves, in which event the Administrators shall notify the Employer in writing of such action and specify the responsibilities of each Administrator.

5.4 Powers and Duties of the Administrator

The primary responsibility of the Administrator is to administer the Plan for the benefit of the Participants and their Beneficiaries, subject to the specific terms of the Plan. The Administrator will administer the Plan in accordance with its terms and will have the power and discretion to construe the terms of the Plan and determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Administrator will be conclusive and binding upon all persons. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as will be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction will be done in a nondiscriminatory manner based upon uniform principles consistently applied and will be consistent with the intent that the Plan will continue to be deemed a qualified plan under the terms of Code Section 401(a), and will comply with the terms of all Treasury Regulations issued pursuant thereto. The Administrator will have all powers necessary or appropriate to accomplish his duties under this Plan. The Administrator will be charged with the duties of the general administration of the Plan, including, but not limited to, the following:

(a) the discretion to determine all questions relating to the eligibility of Employees and Independent Contractors to participate or remain a Participant hereunder and to receive benefits under the Plan;

(b) determine the amounts to be contributed to each Participant Account;

(c) to authorize and direct the Provider with respect to all disbursements to which a Participant or Beneficiary is entitled under the Plan;

(d) to maintain all necessary records for the administration of the Plan;

(e) to maintain practices and procedures necessary to administer the Plan as are consistent with the terms hereof;

(f) to determine the type of any Investment Product to be offered by the Provider; and

(g) to assist any Participant or Beneficiary regarding his rights, benefits, or elections available under the Plan.

5.5 Records and Reports

The Administrator will keep a record of all actions taken and will keep all other books of accounts, records, and other data that may be necessary for proper administration of the Plan and will be responsible for supplying all information and reports to the Internal Revenue Service, Participants, Beneficiaries and other parties as required by law.

5.6 Appointment of Advisers

The Administrator may appoint/employ such agents, attorneys, actuaries, accountants, auditors, investment counsel, and clerical assistants, and other persons or entities as the Administrator deems necessary or desirable in connection with the administration of this Plan.

5.7 Information from Employer

To enable the Administrator to perform his functions, the Employer will supply the necessary information to the Administrator on a timely basis regarding the Participants under the Plan, including but not limited to Compensation, date of hire, date of death, disability, or termination of employment, and such other pertinent facts and data as the Administrator may require. The Administrator may rely upon such information as is supplied by the Employer and shall have no duty or responsibility to verify such information.

5.8 Payment of Expenses

All expenses of administration will be paid as directed by the Employer. Such expenses will include any expenses incident to the functioning of the Administrator, including, but not limited to, fees of accountants, counsel, and other specialists and their agents, and other costs of administering the Plan.

ARTICLE VI
AMENDMENT AND TERMINATION

6.1 Amendment

(a) The Employer shall have the right at any time to amend this Plan. Any such amendment shall become effective as provided therein upon its execution.

(b) No amendment to the Plan will be effective if it authorizes or permits any part of the Investment Product (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to any purpose other than for the exclusive benefit of the Participants or their Beneficiaries; or causes any reduction in the amount credited to the account of any Participant or Beneficiary; or causes or permits any portion of the Investment Product to revert to or become property of the Employer.

6.2 Termination

(a) The Employer shall have the right at any time to terminate the Plan by resolution of its governing board. Upon any full or partial termination all amounts credited to the affected Participant Accounts shall become 100% Vested and shall not thereafter be subject to Forfeiture, and all unallocated amounts shall be allocated to the accounts of all Participants in accordance with the provisions hereof. In addition, the Employer must deliver notice of discontinuance of the Investment Product to the Provider.

(b) Upon the full termination of the Plan, the Employer will direct the distribution of the assets to Participants and Beneficiaries in a manner which is consistent with and satisfies the provisions of Article IV.

ARTICLE VII
MISCELLANEOUS

7.1 Assets for Exclusive Benefit of Participants and Beneficiaries

All amounts in the Participant Accounts under this Plan, all property and rights which may be purchased with such amounts and all income attributable to such amounts, property or rights will be held in trust (or a custodial account or annuity contract described in Code Section 401(f)) for the exclusive benefit of Participants and their Beneficiaries. All such amounts will not be subject to the claims of the Employer's general creditors.

7.2 Participant's Rights

This Plan will not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan will be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant in this Plan.

7.3 Alienation

Subject to applicable state law (and Code Section 401(g) if the Investment Product consists of an annuity contract) and except as provided in Section 7.4, no benefit which will be payable to any person (including a Participant or their Beneficiaries) will be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same will be void; and no such benefit will in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor will be subject to attachment or legal process for or against such person, and the same will not be recognized except to such extent as may be required by law.

7.4 Recognition of Approved Domestic Relations Orders

Notwithstanding Section 7.3, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order") and Code Section

414(p), then the amount of the Participant Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

7.5 IRS Levy

Notwithstanding Section 7.3, if a Participant or Beneficiary is entitled to a distribution in accordance with Section 5, the Administrator may pay from a Participant's or Beneficiary's Account the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

7.6 Distribution for Minor Beneficiary or Incompetent

If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

7.7 Mistaken Contributions

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

7.8 Procedure When Distributee Cannot Be Located

The Plan Administrator shall make all reasonable attempts to determine the identity and address of a Participant entitled to benefits under the Plan. For this purpose, a reasonable attempt includes the following:

(a) the mailing by certified mail of a notice to the last known address of the missing individual shown on the Employer's or the Plan Administrator's records;

(b) the mailing of a letter to the missing individual following the employer and administrator(s) of related plans searching their records for a more current address;

(c) the mailing of a letter to the missing individual after identifying and contacting any beneficiary of the missing individual designated in accordance with applicable law for a more current address for that missing individual;

(d) reasonable use of Internet search tools that do not charge a fee (including Internet search engines, public record databases (such as those for licenses, mortgages and real estate taxes), obituaries and social media) for a more current address for the missing individual, and

(e) such other attempts as may be provided under applicable law.

If, despite these attempts, the individual has not responded within a reasonable period of time, or if there has been no claim made for such benefits, the Investment Product shall continue to hold the benefits due such individual, with investment direction provided by the Plan Administrator, under the Plan. In the event a Participant is located subsequent to his benefit being held in such account, such benefit shall be restored, including any applicable interest, and paid, to the individual in accordance with this Article VII.

7.9 Governing Law

The Plan will be construed, administered and enforced according to the Code and the laws of the State in which the Employer has its principal place of business.

7.10 Headings

Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

7.11 Gender

Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

7.12 Approval by Internal Revenue Service

Notwithstanding anything herein to the contrary, if, pursuant to a timely application filed by or on behalf of the Plan, the Commissioner of the Internal Revenue Service or his delegate should determine that the Plan does not initially qualify as a tax-exempt plan under Code Sections 401 and 501, and such determination is not contested, or if contested, is finally upheld, then if the Plan is a new plan, it shall be void and all amounts contributed to the Plan, by the Employer, less expenses paid, shall be returned within one year and the Plan shall terminate. If the disqualification relates to an amended plan, then the Plan shall operate as if it had not been amended and restated. In the event that a contribution is made to the Plan conditioned upon qualification of the Plan as amended, such contribution must be returned to the Employer upon the determination that the amended Plan fails to qualify under the Code.

This Specimen Document, consisting of a Plan document and Adoption Agreement, is for illustrative purposes only, presented by Voya for the consideration of a plan sponsor's legal counsel. This Specimen Document reflects a number of the special rules applicable to governmental 401(a) qualified plans. Because of differences in facts, circumstances, and laws of various states, interested parties should consult their own attorneys or tax advisors. The client's counsel alone must decide whether this specimen or any portion thereof should be used in any particular set of circumstances. This Plan has not been reviewed or approved by the Internal Revenue Service. You should discuss with your legal counsel the submission of the Plan to the IRS for a Determination Letter. This is the sole responsibility of the client.

This Specimen Document includes a number of provisions which are optional, or as part of which there are different options that may be selected. Such provisions are generally indicated on the Adoption Agreement. This does not mean that other provisions may not also be optional, or that other options may not be available. As indicated above, the selection of appropriate options is solely the responsibility of the plan sponsor and should be done only after consulting with the client's own knowledgeable counsel.

Voya Financial®

SPECIMEN ADOPTION AGREEMENT FOR 401(a) DEFINED CONTRIBUTION PLAN FOR GOVERNMENTAL EMPLOYERS

The undersigned Employer adopts the 401(a) Defined Contribution Plan for Governmental Employers for those Employees who qualify as Participants hereunder, to be known as the

The City of Prairie Village, Kansas Supplemental Pension Benefit Plan __
(Enter Plan Name)

It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

EMPLOYER INFORMATION (Plan Section 1.11)

Name of Employer: ____The City of Prairie Village, Kansas ___________________

Address: ____7700 Mission Rd_________________________________

____Prairie Village, ________________, _KS___ ___66208 _
City State Zip

Telephone Number: _913.381.6464_____

Employer Identification Number: __48__ - __6077081_________

Location of Employer:

The Plan shall be governed in accordance with retirement plan laws of the

- o State of
- o Commonwealth of
- o District of
- o City of Prairie Village, Kansas
  ______________________.

Employer Fiscal Year (Plan Section 1.14):

The 12-consecutive month period commencing on January 1______ [month and day] and ending on __December 31___ [month and day].

PLAN INFORMATION

Type of Plan:

This 401(a) Defined Contribution Plan for Governmental Employers is designed as:

o a money purchase pension plan within the meaning of Treas. Reg. Section 1-401-1(b)(1)(i).
X a profit sharing plan within the meaning of Treas. Reg. Section 1-401-1(b)(1)(ii).

Effective Date: April 1, 2022

This 401(a) Defined Contribution Plan for Governmental Employers shall:

o establish a new Plan effective as of ___________.
o constitute an amendment and restatement in its entirety of a previously established 401(a) Defined Contribution Plan of the Employer which was effective.
X Except as specifically provided in the Plan, the effective date of this amendment and restatement is April 1, 2022.

Plan Year (Plan Section 1.23):

The 12-consecutive month period beginning on: January 1 [month and day] and ending on: December 31 [month and day].

Anniversary Date of Plan (Annual Valuation Date) (Plan Section 1.5):

December 31 [month and day]

Name of Administrator:

o Employer (use Employer address)
X Other:

Name: City Administrator for the City of Prairie Village, Ks

Address: 7700 Mission

Prairie Village, , Kansas 66208

City State Zip

Telephone: ______ ______-____________

COMPENSATION

Compensation (Plan Section 1.8)

X Compensation for purposes of Code Section 415, as defined in Treas. Reg. Sections 1.415(c)-2(b)(1) and 1.415(c)-2(c).

o Compensation reportable as wages on Form W–2. For purposes of the Plan, amounts paid to any Leased Employees by the leasing organization for services performed for the Employer shall be treated as Compensation paid by the Employer.

Compensation shall be based on:

X the Plan Year.

o the Fiscal Year (consisting of 12-consecutive months) coinciding with or ending within the Plan Year.

o the 12-consecutive months comprising of the calendar year coinciding with or ending within the Plan Year.

TYPES OF CONTRIBUTIONS

X Employer Contributions (Plan Section 1.12)

o Matching Contributions (Money Purchase Pension Plan only) (Plan Section 1.18)

o Code Section 414(h) Contributions (Plan Section 1.2)

o Voluntary Contributions (Plan Section 1.29)

o Rollover Contributions (Plan Section 1.25)

ELIGIBILITY, CONTRIBUTIONS AND ALLOCATIONS

Leased Employees (Plan Section 1.17)

For purposes of the Plan, the term Employee:

o shall include any Leased Employees

X shall not include any Leased Employees.

Employees eligible for Employer Contributions:

o N/A – Employer Contributions are not permitted under the Plan

Employee Status:

o All Employees

o The following Employees who have satisfied the eligibility requirements:

- ❑ Employees hourly paid
- ❑ Employees paid by annualized salary
- ❑ Collectively bargained employees who participate in the following unions: ____________________
- ❑ Employees whose employment is NOT governed by a collective bargaining agreement between the Employer and employee representatives

- ❑ Management employees
- ❑ Treasurer
- ❑ Administrator
- X Other (specify): **_All full time, commissioned and non commissioned employees. Any employee of the Employer who is regularly scheduled to work less than 1,000 hours during the Plan Year shall not be an Eligible Employee.___________________________________**

NOTE: The Eligible Employees specified above must correspond to a group of the same designation that is defined in statutes, ordinances, rules, regulations, personnel manuals, collective bargaining agreements or other authority for the state or local jurisdiction of the Employer.

Age and Service Requirements

Employees that have satisfied the service and age requirements specified below:

- o Service Requirement→ Years of service with the Employer: ______
- X N/A – there is no service requirement for Employer Contributions
- o Age Requirement→ Attained age: ______
- X N/A – there is no age requirement for Employer Contributions

Effective Date of Plan Participation

For purposes of Employer Contributions, an Eligible Employee who has satisfied the Plan's eligibility requirements shall become a Participant as of:

- o Immediate upon the satisfaction of the eligibility requirements
- o The first day of the month
- o Semi-annual. The first day of the first month and the seventh month of the Plan Year
- o The first day of the Plan Year
- X Other (specify): The date upon which they meet all requirements for participation. ____________

Money Purchase Pension Plan: Amount of Annual Employer Contribution

For each Plan Year, the Employer Contribution shall be:

- o _____% of each Participant's Compensation contributed to the Employer Contributions Account of each Participant.
- o $______ contributed to the Employer Contributions Account of each Participant.
- o An amount, determined uniformly with respect to each Employee classification within the applicable collective bargaining agreement, to the Employer Contributions Account of each Participant as specified in the applicable collective bargaining agreement.

NOTE: If Employer Contributions are available to collectively bargained employees, such Employer Contributions formula must also reflect the terms of the collective bargaining agreement.

Profit Sharing Plan: Allocation of Annual Employer Contribution

If the Employer chooses to make an Employer Contribution for a Plan Year, the Employer Contribution shall be allocated as follows:

- o _3.5__ of each Participant's Compensation contributed to the Employer Contributions Account or PD Employer Contribution Account of each Participant.

- o $______ contributed to the Employer Contributions Account of each Participant.
- o An amount, determined uniformly with respect to each Employee classification within the applicable collective bargaining agreement, to the Employer Contributions Account of each Participant as specified in the applicable collective bargaining agreement.

NOTE: If Employer Contributions are available to collectively bargained employees, such Employer Contributions formula must also reflect the terms of the collective bargaining agreement.

Matching Contributions:

- o N/A – Matching Contributions are not permitted under the Plan

Employees eligible for Matching Contributions:

- o All Employees
- o The following Employees who have satisfied the eligibility requirements:
  - ❑ Employees hourly paid
  - ❑ Employees paid by annualized salary
  - ❑ Collectively bargained employees who participate in the following unions: ____
  - ❑ Employees whose employment is NOT governed by a collective bargaining agreement between the Employer and employee representatives
  - ❑ Management employees
  - ❑ Treasurer
  - ❑ Administrator
  - X Other (specify): _**All full time, commissioned and non commissioned employees. Any employee of the Employer who is regularly scheduled to work less than 1,000 hours during the Plan Year shall not be an Eligible Employee.**___________________
  - ❑ ____________________________________

NOTE: The Eligible Employees specified above must correspond to a group of the same designation that is defined in statutes, ordinances, rules, regulations, personnel manuals, collective bargaining agreements or other authority for the state or local jurisdiction of the Employer.

Age and Service Requirements for Matching Contributions

Employees that have satisfied the service and age requirements specified below:

- o Service Requirement→ Years of service with the Employer: ____
- X N/A – there is no service requirement for Matching Contributions
- o Age Requirement→ Attained age: ______
- X N/A – there is no age requirement for Matching Contributions

Effective Date of Participation

For purposes of Matching Contributions, an Eligible Employee who has satisfied the Plan's eligibility requirements shall become a Participant as of:

- o Immediate upon the satisfaction of the eligibility requirements
- o The first day of the month
- o Semi-annual. The first day of the first month and the seventh month of the Plan Year
- o The first day of the Plan Year
- X Other (specify): _The date upon which they meet all requirements for participation.

Amount of Annual Matching Contribution

For each Plan Year, the Matching Contribution shall match a Participant's (select all that apply):

- o Code Section 414(h) Pick-Up Contributions
- o Voluntary Contributions
- X Elective Deferrals (include Roth contributions) made to the following plan(s):
  - X 457 plan. Enter Plan name: __City of Prairie Village 457(b) Plan ________
  - ❑ 403(b) plan(s). Enter Plan name: ___________________________

Amount of Matching Contribution:

- X A matching contribution equal to __50__% of each Participant's contribution to the Plan not to exceed 2.5% of the Participant's Compensation for the Plan Year. .
- o A matching contribution equal to $____ of each Participant's contribution to the Plan.
- o A matching contribution equal to a percentage of each Participant's contribution to the Plan in an amount to be determined each Plan Year by the Employer or the applicable collective bargaining agreement.

NOTE: If Matching Contributions are available to collectively bargained employees, such Matching Contributions formula must also reflect the terms of the collective bargaining agreement.

Employees eligible for Code Section 414(h) Contributions:

X N/A – Code Section 414(h) Contributions are not permitted under the Plan

Employee status:

- o All Employees
- o The following Employees who have satisfied the eligibility requirements:
  - ❑ Employees hourly paid
  - ❑ Employees paid by annualized salary
  - ❑ Collectively bargained employees who participate in the following unions: ____
  - ❑ Employees whose employment is NOT governed by a collective bargaining agreement between the Employer and employee representatives
  - ❑ Management employees
  - ❑ Treasurer
  - ❑ Administrator
  - ❑ Other (specify): ____

NOTE: The Eligible Employees specified above must correspond to a group of the same designation that is defined in statutes, ordinances, rules, regulations, personnel manuals, collective bargaining agreements or other authority for the state or local jurisdiction of the Employer.

Age and Service Requirements

Employees that have satisfied the service and age requirements specified below:

- o Service Requirement→ Years of service with the Employer: ____
- o N/A – there is no service requirement for Code Section 414(h) Contributions
- o Age Requirement→ Attained age: ______
- o N/A – there is no age requirement for Code Section 414(h) Contributions

Effective Date of Participation

For purposes of Code Section 414(h) Pick-Up Contributions, an Eligible Employee who has satisfied the Plan's eligibility requirements shall become a Participant as of:

- o Immediate upon the satisfaction of the eligibility requirements
- o The first day of the month
- o Semi-annual. The first day of the first month and the seventh month of the Plan Year
- o The first day of the Plan Year
- o Other (specify): ____________________________________

Amount of Annual Code Section 414(h) Contributions

For each Plan Year, each Participant shall make Code Section 414(h) Pick-Up Contributions as indicated below:

- o _______% of each Participant's Compensation
- o $______

NOTE: If Code Section 414(h) Contributions are available to collectively bargained employees, such Code Section 414(h) Contribution formula must also reflect the terms of the collective bargaining agreement.

Participants eligible for Voluntary Contributions:

X N/A – Voluntary Contributions are not permitted under the Plan

Employee status:

- o All Employees
- o The following Employees who have satisfied the eligibility requirements:
  - ❑ Employees hourly paid
  - ❑ Employees paid by annualized salary
  - ❑ Collectively bargained employees who participate in the following unions: ____
  - ❑ Employees whose employment is NOT governed by a collective bargaining agreement between the Employer and employee representatives
  - ❑ Management employees
  - ❑ Treasurer
  - ❑ Administrator
  - ❑ Other (specify): ___________________________________

NOTE: The Eligible Employees specified above must correspond to a group of the same designation that is defined in statutes, ordinances, rules, regulations, personnel manuals, collective bargaining agreements or other authority for the state or local jurisdiction of the Employer.

Age and Service Requirements

Employees that have satisfied the service and age requirements specified below:

- o Service Requirement→Years of service with the Employer: ____
- o N/A – there is no service requirement for Voluntary Contributions
- o Age Requirement→Attained age: ______
- o N/A – there is no age requirement for Voluntary Contributions

Effective Date of Participation

For purposes of Voluntary Contributions, an Eligible Employee who has satisfied the Plan's eligibility requirements shall become a Participant as of:

- o Immediate upon the satisfaction of the eligibility requirements
- o The first day of the month
- o Semi-annual. The first day of the first month and the seventh month of the Plan Year
- o The first day of the Plan Year
- o Other (specify): ______________________________________

Amount of Annual Voluntary Contribution

For each Plan Year, each Participant may make Voluntary Contributions as indicated below:

- o ________% of Compensation
- o $_________
- o Other (specify): _______________________________________

Rollover Contributions (Plan Section 3.6):

Rollover Contributions:

- o shall be permitted into the Plan.
- X shall not be permitted into the Plan.

Rollover Contributions of after-tax amounts from another eligible retirement plan:

- o shall be permitted into the Plan.
- X shall not be permitted into the Plan.

VESTING (Plan Section 3.8)

Vesting of Participant's Interest in Non-Commissioned Employer Contributions

The vesting schedule, based on number of years with the Employer, shall be as follows:

X	0-1 years	0%
	2 years	100%

Vesting of Participant's Interest in Commissioned PD Employer Contributions

X	0-1 year	0%
	1-2 years	20%
	2-3 years	40%
	3-4 years	60%
	4-5 years	80%
	5 + years	100%

Vesting of Participant's Interest in Matching Contributions

The vesting schedule, based on number of years with the Employer, shall be as follows:
Vesting of Participant's Interest in Employer Contributions

The vesting schedule, based on number of years with the Employer, shall be as follows:

X	0-1 years	0%
	2 years	100%

Vesting of Participant's Interest in PD Employer Contributions

X	0-1 year	0%
	1-2 years	20%
	2-3 years	40%
	3-4 years	60%
	4-5 years	80%
	5 + years	100%

NOTE: Notwithstanding the foregoing, a Participant will be 100% vested in any Employer Contributions and Matching Contributions upon attaining Normal Retirement Age, termination of the Plan, the complete discontinuance of Employer contributions, death of the Participant and the Total and Permanent Disability of the Participant.

Notwithstanding any other provision of the Plan to the contrary, a Participant is always 100% vested in his Code Section 414(h) Pick-Up Contributions, Rollover Contributions, Voluntary Contributions and the earnings thereon.

DISTRIBUTIONS

Normal Retirement Age (Plan Section 1.19)

NOTE: The IRS issued proposed regulations [Prop. Treas. Reg. Section1.401(a)-1(b)(2)(v)] on 1/27/16 on w hat constitutes a normal retirement age for governmental retirement plans and provided safe harbor definitions of normal retirement age. Any normal retirement age must be reasonably representative of the typical retirement age for the industry in w hich the covered workforce is employed. The IRS has stated that governmental plan sponsors may currently rely on the proposed regulations.

Normal Retirement Age for Employees other than Qualified Public Safety Employees:

- o Age 60 and 5 years of service
- o Age 55 and 10 years of service
- o Combined age and years of service of 80 or more→ Age _____and ____ years of service
- X Other: ___55______________________________

Normal Retirement Age for Qualified Public Safety Employees:

- o Age 50
- o Combined age and years of service of 70 or more→ Age _____ and ____ years of service
- X Other: After 20 years of service when employee chooses to retire from the City of Prairie Village Police Pension plan________________________________

Distribution Options for Participants (Plan Section 4.2):

- X Lump sum
- o Immediate or deferred annuity (including life annuities and installment payment annuities)
- X Systematic distribution option
- X Under any distribution method available under the Investment Product
- o Other: ____

Death Benefits Payable to Beneficiary (Plan Section 4.3(d)):

Amounts payable to the Beneficiary may be elected by the Beneficiary in the following forms of benefit payment:

- X Same distribution options as available to the Participant
- o Other:
  ____
  ____
  ____
  ____

NOTE: Distribution options selected are available to the extent permitted by applicable law and the terms of the Investment Product.

Distribution of a Participant Rollover Account (Plan Section 4.1(b)):

X N/A – Rollover Contributions are not permitted under the Plan

Amounts payable under a Participant Rollover Account will be paid to a Participant:

- o Upon attainment of an event as described in Section 4.1
- o Upon the request of a Participant
- o Other: ______________________

Distribution of a Participant Voluntary Contribution Account (Plan Section 4.1(b)):

X N/A – Voluntary Contributions are not permitted under the Plan

Amounts payable under a Participant Voluntary Contribution Account will be paid to a Participant:

- o Upon attainment of an event as described in Section 4.1
- o Upon the request of a Participant
- o Other: ____________________________________

MISCELLANEOUS

Loans to Participants (Plan Section 4.6):

Loans:

- X shall be permitted under the Plan
- o shall not be permitted under the Plan.

Distributions for Health Insurance and Long Term Care (Plan Section 4.7):

Distributions to pay for health insurance and long term care:

- o shall be permitted under the Plan
- X shall not be permitted under the Plan.

Mandatory Distributions (Plan Section 4.8)

Mandatory distributions:

- o shall be permitted under the Plan
- X shall not be permitted under the Plan.

If mandatory distributions are permitted under the Plan, the dollar amount of a mandatory distribution under the Plan is $__________ (not to exceed $5,000).

CERTIFICATION AND SIGNATURE

Employer hereby represents that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government as described in Code Section 414(d). If Employer ceases to be considered a governmental entity within the meaning of Code Section 414(d), then it would be ineligible to sponsor this plan prospectively and will be required to restate its plan accordingly.

This Adoption Agreement and this basic plan document together constitute the Plan. The Plan is a specimen plan, not a master or prototype plan, and has not been approved by the IRS. The adoption of this Plan, determination of its qualification by the IRS, and related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

IN WITNESS WHEREOF, the Employer hereby causes this Plan to be executed on this _____ day of ___________________, _____.

EMPLOYER: ____
(Enter name)

By: _________________________
Title

ADMINISTRATION

City Council Meeting Date: March 21, 2022

COU2022-21: Consider approval of Ordinance 2469, approving the vacation and discontinuation of a public utility easement at 4415 W 89th Street.

RECOMMENDATION

Hold a public hearing to accept comments from the public pertaining to this application; make a motion to approve COU2022-21, adopting Ordinance 2469 to vacate and discontinue a public utility easement at 4415 W 89th Street.

BACKGROUND

The owners of property at 4415 W 89th Street have requested a public utility easement located on their property to be vacated. The City's current subdivision regulations do not currently address the process by which to vacate a utility easement on private property. After consulting with City Attorney David Waters, to vacate the easement the City must follow statute requirements absent our own regulations. In order to vacate the easement, the City must take the following steps:

- The Governing Body must adopt a resolution to set the date for a public hearing in consideration of the easement vacation – the resolution was passed at the February 21 council meeting.
- Staff must issue public notice to the Legal Record and notify all public utilities of the date of the public hearing at least 20 days in advance.
- The Governing Body must hold a public hearing and adopt an ordinance authorizing the vacation of the easement.
- Staff must publish the ordinance summary and send copies of the ordinance to the County for recording.

Staff sent out notice to all of the public utilities and published notice of the public hearing in the Legal Record. We received the following responses:

- Evergy – okay with vacating
- Google Fiber – okay with vacating
- WaterOne – okay with vacating
- Johnson County Wastewater – okay with vacating
- AT&T – okay with vacating
- Spectrum – no response received as of March 17
- Kansas Gas – okay with vacating

Staff confirmed that there are no utilities located within the easement being vacated. We are unable to provide an explanation as to how this home was originally built within a utility easement, other than the City had different regulations in place at the time this home was built and likely had less robust plan review and permit issuance processes in place than present practices. Staff recommends approval of this easement vacation request.

ATTACHMENTS

Ordinance 2469

PREPARED BY

Jamie Robichaud
Deputy City Administrator
Date: March 17, 2022

ORDINANCE NO. 2469

AN ORDINANCE VACATING AND DISCONTINUING A PUBLIC UTILITY EASEMENT ESTABLISHED BY PLAT, ON PROPERTY COMMONLY KNOWN AND NUMBERED AS 4415 W. 89TH STREET, PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS.

WHEREAS, reference is hereby made to that certain real property commonly known and numbered as 4415 W. 89th Street in Prairie Village, Johnson County, Kansas, and legally described as "Lot 1, Block 8, except the East 120 feet and the East 40 feet of the North 200 feet of Tract B, in SOMERSET ACRES WEST, a subdivision in the City of Prairie Village, Johnson County, Kansas" (the "Property");

WHEREAS, pursuant to that certain plat of SOMERSET ACRES WEST (Blocks 1, 3-10, and Tracts A & B) recorded January 4, 1955, recorded at Plat Book 17, Page 74, and as may have been subsequently amended or replatted (collectively, the "Plat"), an easement for general public utilities was granted to the City of Prairie Village, Kansas (the "City"), over, upon, and across the Property, as described and shown on Exhibit A which is attached hereto and incorporated herein by this reference (the "Easement");

WHEREAS, pursuant to K.S.A. 12-504 *et seq.*, cities are authorized to vacate public easements, including the Easement;

WHEREAS, a petition for vacation of the Easement was filed with or submitted to the City, and on February 9, 2022, the City Council passed Resolution No. 2022-01 setting March 21, 2022, as the hearing date on which the petition shall be presented to the Governing Body of the City for hearing and that at such time and place all persons interested can appear and be heard under the petition;

WHEREAS, the City Clerk of the City of Prairie Village, Kansas, gave public notice of the same by publication in the official City newspaper on March 1, 2022;

WHEREAS, the petition did proceed to hearing as published and no objections were filed with the City Clerk or received at the time of the hearing; and

WHEREAS, all applicable utility companies were notified and agreed to such vacation; and

WHEREAS, all the requirements of K.S.A. 12-504 *et. seq.* have been complied with.

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

Section 1. The Governing Body of the City hereby determines from the proofs and evidence presented that legal notice has been given by publication as required, that no private rights will be injured or endangered by the vacation or exclusion of the Easement, that the public will suffer no loss or inconvenience thereby, and that in justice to the petitioner or petitioners the request of the petitioner ought to be granted. Therefore, the Easement, as described herein, is hereby vacated, subject to the provisions of this ordinance.

Section 2. Notwithstanding the foregoing, and pursuant to K.S.A. 12-505(a)(2), the City hereby reserves to the City and the owners of any lesser property rights for public utilities, rights-of-ways and easements for public service facilities originally held in such Easement now in existence and use.

Section 3. The City Clerk shall certify a copy of this ordinance containing the order to the Register of Deeds of Johnson County, Kansas. The Register of Deeds shall record this ordinance in the deed records of the County at the expense of the petitioner(s), and the Register of Deeds shall also take such measures as may be required to evidence this vacation under applicable law, including but not limited to K.S.A. 12-505.

Section 4. This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Prairie Village, Kansas, on March 21, 2022.

APPROVED by the Mayor on March 21, 2022.

CITY OF PRAIRIE VILLAGE, KANSAS

____

Eric Mikkelson, Mayor

ATTEST:

____

Adam Geffert, City Clerk

<u>EXHIBIT A</u>

[Description of Easement to be Vacated]

PLOT PLAN

This plot plan portrays the proposed size and location of the foundation on the lot, along with the suggested elevations. The builder should verify all elevations and dimensions to insure proper position, drainage, and sewer fit, and that the suggested elevations meet the builder's expectations and requirements. This plot plan is not to be used for a boundary survey. No title information was provided for the preparation of this plot plan. The surveyor is not responsible for any easements or right–of–ways not shown on the recorded subdivision plat.

4415 W. 89th Street
Lot 1, Block 8, Except the East 120 feet and the East 40 feet ot the North 200 feet of Tract "B", in SOMERSET ACRES WEST, a subdivision in the City of Prairie Village, Johnson County, Kansas.
ZONED R–1A

NOTE:
The existing house, driveway, sidewalk, and patios will be removed.

Bearings are assumed, as noted on the survey.

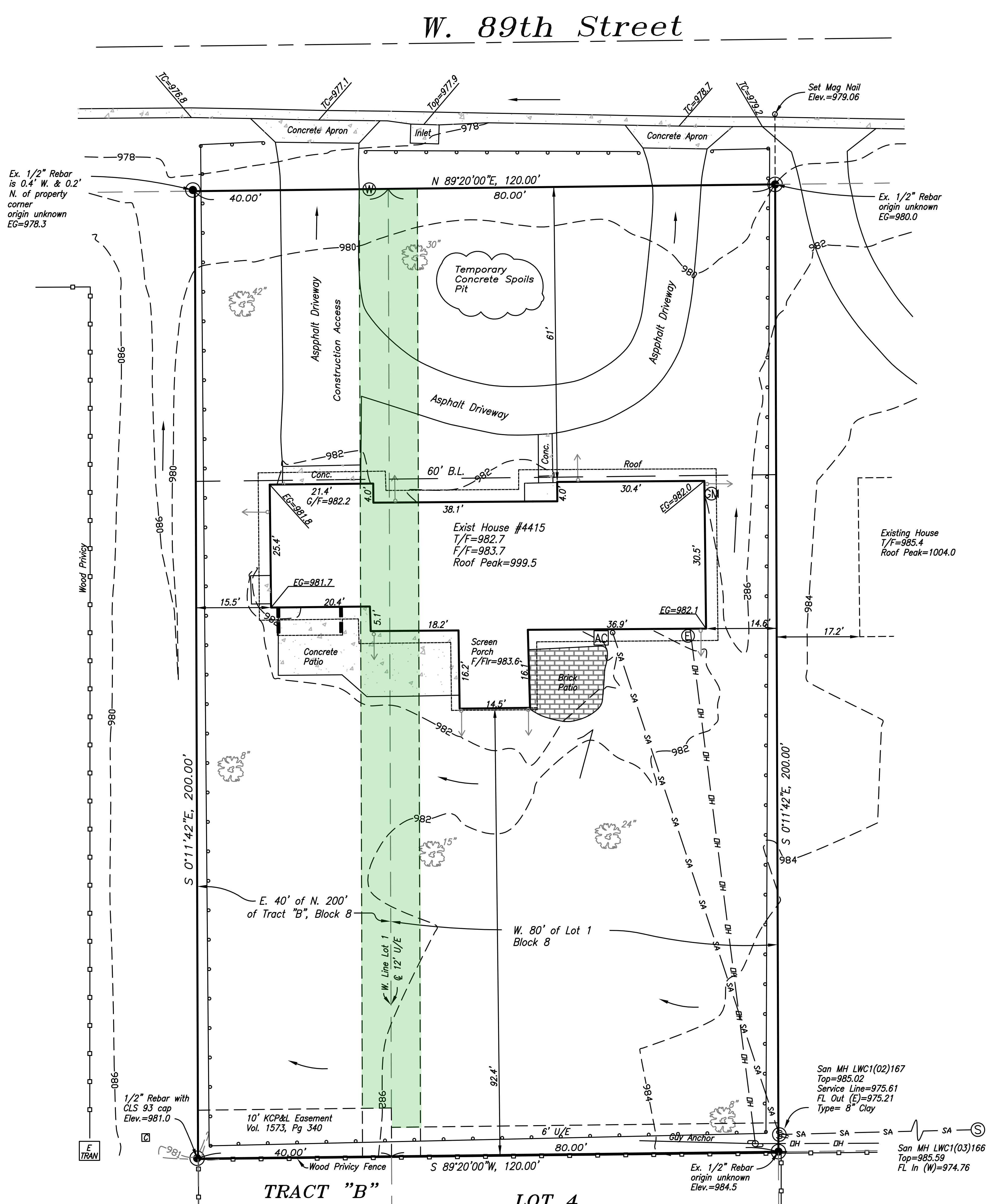
This property is outside the 100 year flood plain according to the FEMA FIRM Map No. 20091C0054G, Revised August 3, 2009.

Orange construction fence along the front of the house to control site access through construction entrance

Easements are based on Title Commitment No. 21423102, issued by Continental title Company on November 2, 2021.

No easement vacation information was provided by the title company.

Easement to be vacated is green area shaded below, generally described as that certain utility easement running North/South consisting of the East six (6) feet of the East forty (40) feet of the North two hundred (200) feet of Tract "B", Block 8, SOMERSET ACRES WEST (Parcel No. OP670000 000B3), and the West six (6) feet of the West eighty (80) feet of Lot 1, Block 8, SOMERSET ACRES WEST (Parcel No. OP67000008 0001B); but excluding (not being vacated) any portion of that certain 10-foot KCP&L Easement (Vol. 1573, Pg. 340) or that certain 6-foot utility easement as shown on the below Plot Plan.



Existing Utility Easement to be Vacated (east 6 feet of parcel OP67000000 000B3 and west 6 feet of parcel OP67000008 0001B)

LEGEND
- Ⓢ–Sanitary Sewer Manhole
- Ⓔ–Electric Meter
- Ⓦ–Water Meter
- ⒼⓂ–Gas Meter
- B.L.=Building Line
- OH=Overhead Utility Line
- –Down Spout
- F/F=Finished Floor
- G/F=Garage Floor
- T/F=Top of Foundation
- M–Measured
- D–Described
- S–South
- N–North
- E–East
- W–West
- Utility Pole
- Overhead Utility Lines
- Silt Fence
- Existing elevation contour.
- Existing Rebar, as noted.

I hereby certify that to the best of my knowledge and belief, this plot correctly portrays the proposed size and location of a foundation on the above described property.
Jerald W. Pruitt, PS 814,
December 7, 2021

EXISTING LOT INFORMATION

Lot Size	24,000.0 Sq. Ft.	
Impervious Area	5,563.4 Sq.	23.1%
House Area	2,720.2 Sq. Ft.	11.3%
Hard Surface	2,843.2 Sq. Ft.	11.8%

Sewer Service Line:
MH Stub, F/L @ Main=975.61±
Length of 6" PVC service line to house=109 LF±
@ 1.5%. EOL=977.24±.
MSFE=981.24±
Sanitary Sewer elevations are based on GPS observations and field observations.

Ex. House #4415
T/F=982.7
F/F=983.7
G/F=982.2
Roof Peak=999.5

Client:
Wynne Homes
PO Box 25645
Overland Park, KS 66225
Job No. 21–0413

Scale 1"= 20'

20 10 0 20 40

SCALE IN FEET

PRUITT AND DOOLEY SURVEYING, LLC
10777 Barkley, Suite 220–I, Overland Park, KS 66211
Tele.–913–652–9002
Somerset Acres West Lot 1 Blk 8.dwg

FINANCE COMMITTEE

Finance Committee Date: March 8, 2022
City Council Meeting Date: March 21, 2022

COU2022-20: Consideration of proposed 2022 Transient Guest Tax expenditures.

RECOMMENDATION

Make a motion to approve the Finance Committee recommendation to authorize specified expenditures out of the 2022 Transient Guest Tax budget.

BACKGROUND

The City Council passed Charter Ordinance 27 in November 2015, creating a 9% Transient Guest Tax. Charter Ordinance 29 later replaced Charter Ordinance 27. A transient guest tax is "a levy upon the gross receipts derived from or paid directly or through an accommodations broker by transient guests for sleeping accommodations." The Meadowbrook Inn opened in 2020 and has been charging the Transient Guest Tax and remitting to the City as outlined. The current balance in the fund is $142,812, with an estimated annual collection of $280,000.

Per the Charter Ordinance, "Revenues received by the City from the transient guest tax shall be expended for all, or any portion of, community, economic development and cultural activities which encourage or which are deemed to result in increased economic development, visitors and tourism for the City, and to the payments of principal and interest on bonds issued by the City, including bonds issued pursuant to K.S.A. 12-1774."

The City Council discussed this item on February 22, 2022 and sent to the Finance Committee for additional review. The Finance Committee met on March 8, 2022 and recommended the items below be funded out of the Transient Guest Tax fund in 2022. The Committee also discussed 2023 expenditures which will be built into the proposed 2023 budget.

The Finance Committee recommended the following items be funded in 2022:

- Funding additional VillageFest event expenses ($15,000)
- Funding additional JazzFest event expenses to replace sponsorship dollars ($25,000)
- Funding the Holiday Tree Lighting/other holiday expenses ($3,000)
- Sponsoring Johnson County Park and Recreation's Event at Meadowbrook Park ($10,000)
- Funding an event near the Meadowbrook Inn to be determined in coordination with Vantrust ($25,000)

Future Funding Considerations

The Finance Committee recommended the following items be funded through the Transient Guest Tax fund in the 2023 budget. These recommendations will be included as part of the 2023 budget process. There may be additional items that are added during the budget process and/or throughout the year, and the recommended amounts could change.

- Funding the City's annual allocation to the Arts Council (Current allocation: $14,500)
- Funding the City's annual allocation to the VillageFest Committee (Current allocation: $20,000)

- Funding additional VillageFest event expenses ($15,000)
- Funding the City's annual allocation to the JazzFest Committee (Current Allocation: $10,000)
- Funding additional JazzFest event expenses to replace sponsorship dollars ($25,000)
- Diversity Committee (Current allocation: $10,000)
- Funding the Holiday Tree Lighting/other holiday expenses ($3,000)
- Transferring 2% of collections to the General Fund for administration of the program allowable by the Charter Ordinance (Estimated $5,600)
- Maintain a minimum fund balance of 10% due to fluctuations in collections (Estimated $28,000)

The following items were not specifically recommended at this time but may be considered through the Decision Package process or through another funding source.

- Funding potential partnerships for future events
- Diversity Committee Interpretive Panel Project ($5,000)
- Drone Light show ($25,000+) for Villagefest in lieu of or supplement Fireworks display
- Movies in the Park or Pool ($10,000)
- New Brand identity universal design and Signage program ($105,000+)
- Install Polo Club Historical Marker and Play feature ($25,000+)
- ADA inclusive Play elements into Park network ($200,000+)
- Historical Element inclusive element at Weltner park for Santa Fe Trail 9 mile marker ($40,000+)
- Creating a public art fund ($5,000)

FUNDING SOURCE

The Transient Guest Tax Fund currently has a balance of $142,812 and is projected to grow an average of $280,000/year.

ATTACHMENTS

Memo provided to the Finance Committee on March 8, 2022.

PREPARED BY

Nickie Lee
Finance Director

Date: March 10, 2022

Finance Committee Meeting

Meeting Date: March 8, 2022, 3:30-5:00 p.m.

Link to meeting:
https://us02web.zoom.us/j/83460547370?pwd=U2dmRnI1QmhKNWpOWmpNUXpRTEtDZz09

Transient Guest Tax Discussion

RECOMMENDATION

Discuss potential uses of the Transient Guest Tax funds and make recommendations to the City Council.

BACKGROUND

The City Council passed Charter Ordinance 27 in November 2015, creating a 9% Transient Guest Tax. Charter Ordinance 29 later replaced Charter Ordinance 27. A transient guest tax is "a levy upon the gross receipts derived from or paid directly or through an accommodations broker by transient guests for sleeping accommodations."

The original intent was for the City to keep $25,000 of collections for City use as allowed under State Statute, and any excess funds to go back to the Developer as part of the overall Development Agreement for Meadowbrook Park. The Meadowbrook Inn opened in 2020 and has been charging the Transient Guest Tax and remitting to the City as outlined.

In December 2021 the City restructured the Meadowbrook bonds, and in doing so amended the Development Agreement to direct all Transient Guest Tax collections to the City for allowable uses. The current balance in the fund is $112,831, with an estimated annual collection of $280,000.

Per the Charter Ordinance, "Revenues received by the City from the transient guest tax shall be expended for all, or any portion of, community, economic development and cultural activities which encourage or which are deemed to result in increased economic development, visitors and tourism for the City, and to the payments of principal and interest on bonds issued by the City, including bonds issued pursuant to K.S.A. 12-1774."

The City Council discussed this item on February 22, 2022 and sent to the Finance Committee for thorough review.

Staff recommends funding the following items immediately using 2022 funds. Please make a motion and vote if desired to fund these items in 2022.

- Funding additional VillageFest event expenses ($15,000)
- Funding additional JazzFest event expenses to replace sponsorship dollars ($25,000)
- Funding the Holiday Tree Lighting/other holiday expenses ($3,000)
- Funding an event at Meadowbrook Park ($10,000)

The following items are potential options for 2023. Please make individual motions if desired on the desired items and take a vote on whether to recommend to the City Council. If the 2022 items are funded, the projected amount available at 1/1/2023 would be $350,000.

Staff ideas for use of 2023 funds and estimated amounts include:

- Funding the City's annual allocation to the Arts Council ($14,500)
- Funding the City's annual allocation to the VillageFest Committee ($20,000)
- Funding additional VillageFest event expenses ($15,000)
- Funding the City's annual allocation to the JazzFest Committee ($10,000)
- Funding additional JazzFest event expenses to replace sponsorship dollars ($25,000)
- Funding the Holiday Tree Lighting/other holiday expenses ($3,000)
- Funding potential partnerships for future events
- Funding Vantrust's request to consider an event at/near Meadowbrook Park
- Transferring 2% of collections to the General Fund for administration of the program allowable by the Charter Ordinance ($5,600)
- Maintain a minimum fund balance of 10% due to fluctuations in collections ($28,000)

Members of the Governing Body sent the following recommendations after the February 22, 2022 Council discussion for 2023 funding:

- Diversity Committee (Current allocation: $10,000) *(Mayor)*
  - Diversity Committee Interpretive Panel Project ($5,000) *(Inga)*
- Drone Light show ($25,000+) for Villagefest in lieu of or supplement Fireworks display *(Terrence)*
- Movies in the Park or Pool ($10,000) *(Terrence)*
- P & R ($105,000+) - New Brand identity universal design and Signage program *(Terrence)*
- P & R ($25,000+) – Install Polo Club Historical Marker and Play feature *(Terrence)*
- P & R ($200,000+) – ADA inclusive Play elements into Park network *(Terrence)*
- P & R ($40,000+) – Historical Element inclusive element at Weltner park for Santa Fe Trail 9 mile marker *(Terrence)*
- Creating a public art fund ($5,000) *(Bonnie)*

PUBLIC WORKS DEPARTMENT

Council Meeting Date: March 21,2022

2022- 22 CONSIDER DESIGN AGREEMENT WITH AFFINIS CORPORATION FOR THE DESIGN OF THE 2022 RESIDENTIAL STREET PROGRAM

RECOMMENDATION

Move to approve the design agreement with Affinis Corporation for the design of the 2022 Paving Program in the amount of $238,005.

BACKGROUND

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

This agreement is for the design of the 2022 Residential Street Program. Construction is anticipated to begin in the early summer of 2022.

The 2022 Residential Street Program includes 7 street segments that currently have no sidewalk; which require planning for a portion of them to have survey and design upon completion of the sidewalk petition process. A normal program year has 1 or 2 street segments with no sidewalk.

Also included in the 2022 program scope for design is the survey and structural design of 2 pedestrian bridge replacements. These bridges have been recommended for replacement by the biennial bridge inspection due to the nature of degradation. This design has been folded into the scope of the annual contract since Affinis has some survey in the area of one of the pedestrian bridges (67th Street east of Mission Road over Brush Creek).

Analysis of the scope and fee shows that costs have not significantly increased from last years contract. The addition of the number of streets potentially requiring survey/design and the pedestrian bridge work accounts for an increase in the fee the City normally sees for this project.

Funds were reserved in PAVP2021 in anticipation of the additional design effort required in the 2022 Residential Street Program. Those funds will be moved into PAVP2022.

FUNDING SOURCE

Funding is available in the CIP project PAVP2021 and PAVP2022.

PAVP2021	$60,000 (moved to PAPV2022)
PAVP2022	$178,005
	$238,005

ATTACHMENTS

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

PREPARED BY

Melissa Prenger, Senior Project Manager March 16, 2022

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

2022 RESIDENTIAL STREET PROGRAM (PAVP2022)

THIS AGREEMENT, made at the Prairie Village, Kansas, this _____ day of ______________________, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the "**City**", and Affinis Corp, a corporation with offices at 8900 Indian Creek Parkway, hereinafter called the "**Consultant**".

WITNESSED, THAT WHEREAS, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2022 Residential Street Program, hereinafter called the "**Project**",

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

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

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

Article I City Responsibilities

A. **Project Definition** The City is preparing to design and construct roadway and stormwater improvements throughout the city as part of Paving Program.

B. **City Representative** The City has designated, Melissa Prenger, Public Works Senior Project Manager, to act as the City's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the Consultant's services for the Project.

C. **Existing Data and Records** The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.

D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.

E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.

F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.

G. The City has funded the Project which may include:

2022 Paving Program which may include the following streets:

1. Windsor Street (Cherokee Drive to 75th Street) – WIST01-1
2. Chadwick Drive (77th Street to Canterbury Drive) – CHADR02-01
3. Aberdeen Street (75th Street to 77th Street) – ABST01-1
4. 65th Terrace (Nall Avenue to 65th Place) – 65TE03-01
5. 65th Place (65th Terrace to Nall Avenue) – 65PL01-1
6. 69th Street (Tomahawk Road to Oxford Road) – 69ST01-1
7. Fontana Street (83rd Street to 84th Street) - FORD06-1
8. Fontana Street (84th Street to Somerset Drive) - FORD05-1
9. Pawnee Drive (77th Street to 79th Street) - PAST02-1
10. 85th Street (Roe Avenue to Briar Lane) – 85ST01-1
11. Delmar Street (92nd Terrace to 95th Street) – DELR10-1

2022 Concrete Repair Program which may include the following streets:

1. Beverly Street (81st Street to 83rd Street) – BEDR02-01

Note: Previously designed streets may be carried over from previous paving programs and included in the 2022 Paving Program.

Article II Consultant Responsibilities

A. **Professional Engineering Services** The Consultant shall either perform for or furnish to the City professional engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.

B. **Prime Consultant** The Consultant shall serve as the prime professional Consultant for the City on this Project.

C. **Standard Care** The standard of care for all professional consulting services and related services either performed for or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality.

D. **Consultant Representative** Designate a person to act as the Consultant's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

Article III Scope of Services

A. Design Phase:

Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited, to these phases and tasks. The scope is generally defined below. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.

1. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
2. Conduct field reconnaissance with City to evaluate and identify:
   a. Design issues.
   b. Need for drainage improvements.
   c. Need for full depth pavement repairs.
   d. Need for sidewalk replacement.
   e. Location for new sidewalk.
   f. Need for curb and gutter replacement.
   g. Need for and limits of driveway replacement.
   h. Need for which type of ADA ramps.
   i. Utility locations and conflicts.
   j. Tree conflicts.
3. Perform topographic and field survey of identified project locations.
   a. Perform survey from Centerline of roadway to 10-foot beyond right-of-way. This is limited to the one side of the street where the sidewalk will be added at the following four (4) locations:
      1. Aberdeen Street (75th Street to 77th Street)
      2. 65th Terrace (Nall Avenue to 65th Place)
      3. 65th Place (65th Terrace to Nall Avenue)
      4. Pawnee Drive (77th Street to 79th Street)

   b. Perform survey of the existing pedestrian bridges. This will include the abutments, three (3) cross sections of the channel, and 100-feet of sidewalk each side of the bridge at the following two (2) pedestrian bridge locations:
      1. Prairie Elementary School
      2. The Village Presbyterian Church

   c. It is assumed that the sidewalk will not be included on the following six (6) streets and survey will not be included in this project:
      1. Fontana Street (83rd Street to 84th Street)
      2. Fontana Street (84th Street to Somerset Drive)
      3. 85th Street (Roe Avenue to Briar Lane)
      4. 69th Street (Tomahawk Road to Oxford Road)
      5. Delmar Street (92nd Terrace to 95th Street)
      6. Beverly Street (81st Street to 83rd Street)

   d. Survey for Windsor Street and Chadwick Street was obtained under the 2021 Project.

4. Gather aerial and topographic data from Johnson County AIMS mapping for the following project twelve (12) locations. Mapping for Windsor Street and Chadwick Street was obtained under the 2021 Project.

    1. Aberdeen Street (75th Street to 77th Street)
    2. 65th Terrace (Nall Avenue to 65th Place)
    3. 65th Place (65th Terrace to Nall Avenue)
    4. Pawnee Drive (77th Street to 79th Street)
    5. Fontana Street (83rd Street to 84th Street)
    6. Fontana Street (84th Street to Somerset Drive)
    7. 85th Street (Roe Avenue to Briar Lane)
    8. 69th Street (Tomahawk Road to Oxford Road)
    9. Delmar Street (92nd Terrace to 95th Street)
    10. Beverly Street (81st Street to 83rd Street)
    11. Pedestrian bridge at Prairie Elementary School
    12. Pedestrian bridge at The Village Presbyterian Church

5. Schedule and attend up to two (2) joint utility coordination meetings and up to four (4) individual utility meetings. Request utility comments coordinate planned relocations among agencies and verify relocation/adjustment schedule.

6. Attend and prepare minutes for up to six (6) virtual project meetings and six (6) in person project meetings. Affinis will disperse the minutes to City representative and all other attendees within five working days.

7. City will complete the sidewalk memoranda for sidewalk petitions. Affinis will print and distribute sidewalk petitions by certified mail to property owners adjacent to street segments included in the 2022 Paving Program that do not have sidewalk. Distribute letter notifications by certified mail, with return receipt, to both property owners and residents abutting street segments under consideration for sidewalk. Tally the survey results and provide City with results. Assumes 125 parcels adjacent to street segments under consideration.

    1. Aberdeen Street (75th Street to 77th Street) – 33 Tracts
    2. 65th Terrace (Nall Avenue to 65th Place) – 17 Tracts
    3. 65th Place (65th Terrace to Nall Avenue) - 17 Tracts
    4. Fontana Street (83rd Street to 84th Street) – 9 Tracts
    5. Fontana Street (84th Street to Somerset Drive) - 9 Tracts
    6. Pawnee Drive (77th Street to 79th Street) – 28 Tracts
    7. 85th Street (Roe Avenue to Briar Lane) – 85 Tracts

8. City staff will perform condition assessment of the existing storm sewer system in project locations to identify storm sewer structures and pipes requiring maintenance or replacement.

    a. It is assumed that storm sewer improvements will be needed only at Windsor Street and Chadwick Street locations

    b. Design 785-feet of storm sewer with 10 new structures on Windsor Street

    c. Design 390-feet of storm sewer with 5 new structures and 2 top replacements on Chadwick Street

9. Pedestrian Bridge Structural Design

    a. Meet with City to discuss selection of pedestrian bridge

    b. Perform a visual inspection of the existing two (2) pedestrian bridges

    c. Obtain as-builts of the existing two (2) pedestrian bridges from the City

    d. Perform calculations on the existing abutments. Calculations will be limited to verifying existing abutment can support the new bridge loads. Reactions and bridge loads will be provided by approved bridge fabricator for analysis. It is assumed for plan production that the existing abutments can remain. No grading adjacent to or modifications to the existing abutments are required.

10. Prepare Preliminary (60%) Plans:

    a. ~~Cover Sheet~~ (not included in project)

    b. ~~Legend~~ (not included in project)

    c. Typical Sections

    d. Plan Sheets

        (1) Will use aerial and topographic data from Johnson County AIMS mapping as a background

        (2) Will show center line alignment, street right-of-way, edge of pavement, house outline, address, and owner name based on latest AIMS coverage data.

        (3) Will provide sidewalk replacement, resurfacing limits, and curb & gutter replacement

        (4) Plan scale shall be 1:20

        (5) Anticipate sheets at these five (5)

        locations: 1. 69th Street – mill & overlay

        (4 sheets)

        2. Delmar Street – mill & overlay (4 sheets)

        3. Beverly Street – concrete spot repair (3 sheets)

        4. Fontana Street - mill & overlay - no sidewalk anticipated (4

        sheets) 5. 85th street - mill & overlay - no sidewalk anticipated (3

        sheets)

    street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.

    e. Plan and Profile Sheets

        (1) Will use obtained topographic survey as a background

        (2) Will show center line alignment, street right-of-way, edge of pavement, house outline, address, owner name based on latest AIMS coverage data, all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and streetlights, as well as all conflicts and test pits, irrigation systems, known electronic dog fences and any other pertinent surface feature

        (3) Plan scale shall be 1:20, Profile scale shall be H=1:20, V=1:5

        (4) Anticipate sheets at these six (6)

        locations: 1. Windsor Street – storm

        sewer (5 sheets) 2. Chadwick Street –

        storm sewer (3 sheets)

3. Aberdeen Street – sidewalk addition (3 sheets) 4. 65th Terrace – sidewalk addition (2 sheets)

5. 65th Place – sidewalk addition (2 sheets)

6. Pawnee Drive – sidewalk addition (3 sheets)

f. Pedestrian Bridge Sheets (Prairie Elementary School and Village Presbyterian Church)

(1) General Notes

(2) Site Layout

(3) Survey Reference

(4) Bridge Plan and Profile

(5) Abutment Plan (overlay new bridge to existing abutment as-builts)

(6) Bridge Plans (conceptual bridge plans from approved bridge fabricator)

11. Perform quantity take off and develop a Preliminary (60%) Opinion of Probable Construction Cost itemized by City defined construction pay items with contractor's provided unit pricing. Add to the total construction cost, a contingency of 15 percent.

12. ~~Submit one PDF set of Preliminary (60%) Plans for City review.~~

13. Perform field check with City.

14. Prepare Final (95%) Plans:

a. Respond to city review comments on the Preliminary (60%) Plans

b. ~~Cover Sheet~~ (not included in project)

c. ~~Legend~~ (not included in project)

d. Survey Reference (benchmarks, control points, and alignment data)

e. Typical sections

f. Plan Sheets

g. Plan and Profile Sheets

h. Pavement Marking Plans

(1) Existing shared bike lanes on Windsor Street and Delmar Street

(2) Existing speed hump markings on 69th Street

(3) Add proposed shared bike lanes on Pawnee Drive according to the Prairie Village Bike Master Plan

i. Pedestrian Bridge Sheets (Prairie Elementary School and Village Presbyterian Church)

(1) General Notes

(2) Site Layout

(3) Survey Reference

(4) Bridge Plan and Profile

(5) Abutment Plan (overlay new bridge to existing abutment as-builts)

(6) Bridge Plans (conceptual bridge plans from approved bridge fabricator)

j. Cross sections
    (1) At 25-foot intervals and driveways
    (2) Cross sections for road centerline to right-of-way on side with sidewalk addition
    (3) Anticipate cross sections at the following five (5) locations:
        1. Chadwick Street (1 sheet)
        2. Aberdeen Street (14 sheets)
        3. 65th Terrace (10 sheets)
        4. 65th Place (10 sheets)
        5. Pawnee Drive (14 sheets)

k. ~~Traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction.~~ (not included in project)

l. Special Details

m. ~~City Standard Detail Drawings~~ (not included in project)

15. Prepare pedestrian bridge specifications for inclusion in the final submittal. Assume no other specifications are included.
16. Perform quantity take off and prepare a Final (95%) Plan Opinion of Probable Construction Cost using contractor provided unit pricing.
17. ~~Submit one PDF half-size set of Final (95%) Plans and specifications for City review.~~
18. ~~Prepare Construction Documents:~~ (no included in project)
    a. ~~Respond to city review comments on the Final (95%) Plans~~
    b. ~~Provide to the City a spreadsheet of the construction quantities for each street and a total for the program.~~
    c. ~~Prepare PDF half-size sets of the Construction Plans for the contractor and the City.~~
    d. ~~Provide electronic copy of any report or drawings. Provide files of the plans or drawings in PDF Format.~~

B. Construction Services Phase

1. Provide all utilities with construction set of plans and request attendance at preconstruction meeting.
2. ~~Prepare for and attend a preconstruction meeting with City and Contractor. Prepare and distribute meeting notes.~~
3. Provide periodic consultation by telephone or email to assist with construction issues.
    a. Consultation will be initiated by Client and/or Construction Representative.
    b. Consultant shall provide documentation on invoice that provides a brief description of the issue and/or activity.
    c. Any consultation resulting from a design error by the Consultant shall be excluded from this scope of work and shall be provided at the expense of the Consultant.
4. Review shop drawings and submittals.

5. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
6. ~~Prepare final record drawings which reflect:~~
    a. ~~Minor design changes.~~
    b. ~~Changes made in the field by City representatives and are marked on the construction plan set.~~
7. ~~Submit to the City electronic CAD files and TIFF images of the revised sheets.~~
8. Attend construction progress meetings as directed/requested by the Client. Four (4) meetings are budgeted.

Article IV Time Schedule

B. **Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.

C. **Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

D. **Default** Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Should such circumstances occur, the consultant shall within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

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

2022 Paving Program

Notice to Proceed Received	March 23,2022
Sidewalk Petitions sent	April 1, 2022
Survey Complete	April 15, 2022
Preliminary (60%) Plans	May 13, 2022 *
Final (95%) Plans	June 17, 2022 *
2022 Paving Program Issued to Contractor	June 20, 2022 *

*With exception to sidewalk petition streets.

Article V Compensation

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

C.

2022 Paving Program	
Design Phase	$226,025.00
Construction Services Phase	$11,980.00
Total Project Fee	$238,005.00

D. **Invoices** The compensation will be invoiced by phase, detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and the Direct Non-Salary Costs.

E. **Direct Non-Salary Costs** The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.

F. **Monthly Invoices** All invoices must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred and description of work accomplished.

G. **Fee Change** The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Change Order will be for major changes in scope, time or complexity of Project.

Article VI General Provisions

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

C. **Quantity Errors**: Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

D. **Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

E. **Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

F. **Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:

12. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of $100,000 each employee, $500,000 policy limit;
13. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate;
14. Commercial Automobile Liability for bodily injury and property damage with limits of not less than $1,000,000 each accident for all owned, non-owned and hired automobiles;
15. Errors and omissions coverage of not less than $1,000,000. Deductibles for any of the above coverage shall not exceed $25,000 unless approved in writing by City.
16. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

G. **Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.

H. **Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.

I. **Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.

J. **Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

K. **Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

L. **Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.

M. **Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.

N. **Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

O. **Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

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

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

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

S. **Non Discrimination** The Consultant agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Consultant has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

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

City:

City of Prairie Village, Kansas

By: ______________________________
Eric Mikkelson, Mayor

Address for giving notices:

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

Telephone: 913-385-4640
Email: publicworks@pvkansas.com

ATTEST:

____
Adam Geffert, City Clerk

Consultant:

Affinis Corp

By: ______________________________
Mike McKenna, PE

Address for giving notices:

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

Telephone: 913-239-1122
Email: kleathers@affinis.us

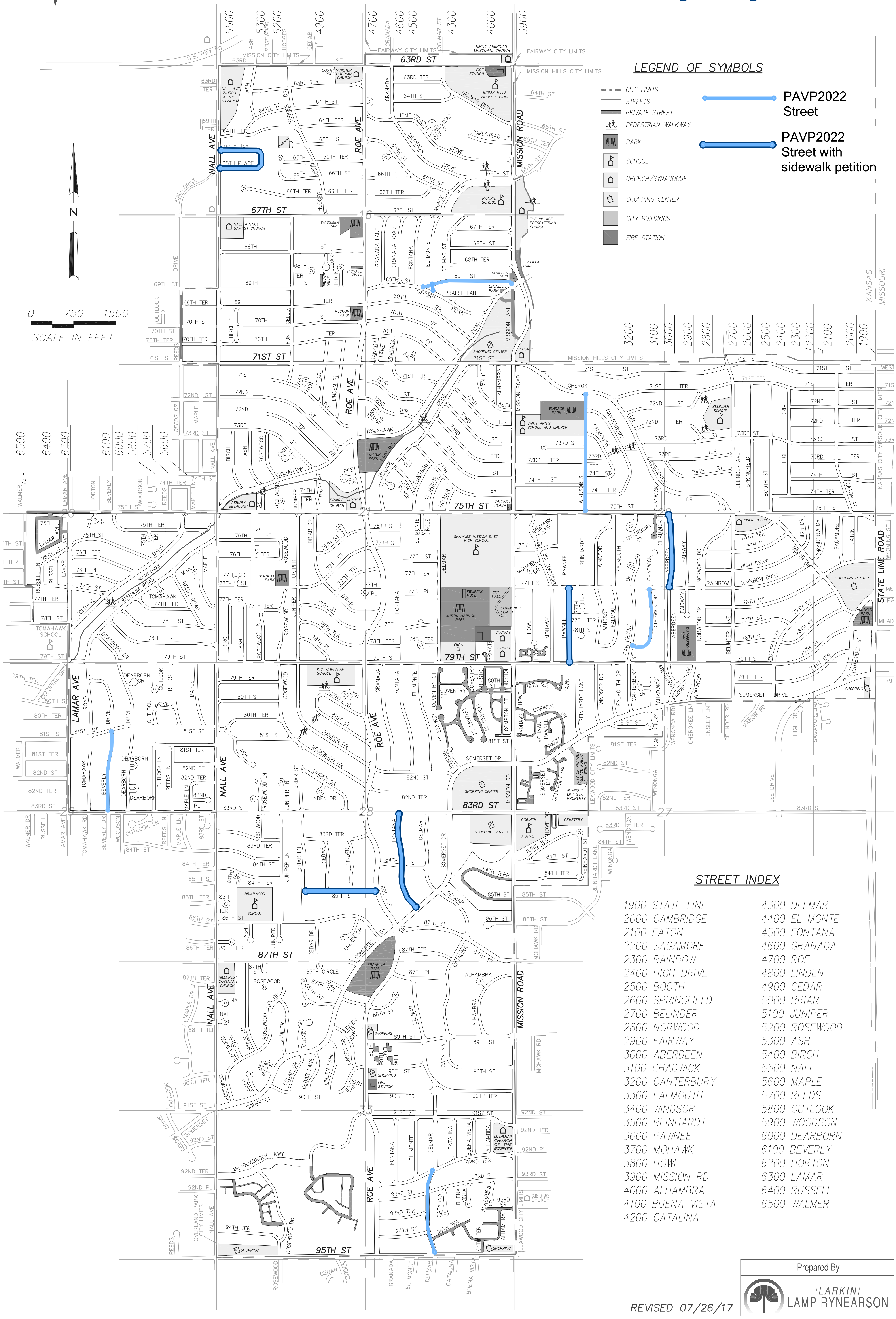
APPROVED AS TO FORM BY:

____
David Waters, City Attorney

CITY OF PRAIRIE VILLAGE

Star of Kansas

2022 Residential Paving Program



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, March 21, 2022

Diversity Committee	03/22/2022	5:30 p.m.
Environmental Committee	03/23/2022	5:30 p.m.
JazzFest Committee	03/23/2022	5:30 p.m.
VillageFest Committee	03/24/2022	5:30 p.m.
City Council	04/04/2022	6:00 p.m.

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INFORMATIONAL ITEMS
March 21, 2022

1. Housing Committee meeting minutes – December 08, 2021
2. Housing Committee meeting minutes – February 10, 2021
3. Parks and Recreation meeting minutes – February 16, 2022
4. JazzFest meeting minutes – February 23, 2022
5. VillageFest meeting minutes – February 24, 2021

Ad Hoc Housing Committee Meeting Minutes
December 8, 2021

Opening Remarks & Introductions

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

Consider Approval of Minutes from November 16, 2021

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

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

The committee continued to work its way through Goals 3, 4, and 5 of the Goals and Strategies spreadsheet, identifying the most relevant strategies for Prairie Village. The Committee finalized the goals and strategies discussion and agreed that the next steps would include a prioritization exercise in January.

The meeting adjourned at 7:10 p.m.

Ad Hoc Housing Committee Meeting Minutes
February 10, 2022

Opening Remarks & Introductions

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

Review and discuss prioritization exercise results

Jamie Robichaud gave a brief overview of the results of the prioritization exercise. The following strategies were listed as the top 10 by the committee during the prioritization exercise:

1) Create or modify a redevelopment code and/or process to encourage residential reinvestment
2) Update zoning code to enable a greater variety of housing types with specific standards to address appropriate location, criteria, scale, and design; remove code uncertainties in the development process by reviewing zoning, infrastructure standards, and design recommendations to increase efficiencies during the development review phase to support diversity and affordability of housing types.
3) Support rehabilitation of existing housing stock, including expanding exterior grant program
4) Encourage and incentivize the development of missing middle housing types by amending ordinances to allow blended densities and encourage developers to create residential products in a range of sizes for a range of income levels.
5) Encourage more sustainable neighborhoods through smart planning principles that encourage density near commercial activity centers, promote walkability, and integrate green spaces.
6) Amend zoning regulations to allow for Accessory Dwelling Units (ADUs)
7) Amend zoning regulations to allow quality, attainable housing, especially missing middle housing by-right in more zoning districts, thereby eliminating the need to rezone, reducing costs and risks associated with public hearings and City Council approval.
8) Facilitate the construction of infill housing by identifying infill sites and proactively planning ways to aid in site prep, infrastructure, up-sizing, and sharing risks in developing new market rate residential units and develop missing middle housing guidelines for neighborhood, corridors, and opportunity sites.
9) Promote “opportunity to purchase” policies, which require owners to notify tenants of intent to sell and provide them (or an approved third party) an opportunity to purchase.
10) Partner with developer or non-profit on rehabilitation of houses instead of teardown/rebuild through City incentives.

The committee discussed the prioritized strategies and ultimately agreed that the major theme of the top priorities dealt with amendments to the City’s zoning regulations. The committee requested that the next step would be to hear from the City's planning consultant on areas where the zoning regulations could be amended to better support the goal of preserving attainable housing in the community. Jamie Robichaud said that she would coordinate that presentation and get it scheduled for the next meeting.

Select Dates for Future Meetings

The committee agreed that Thursdays work well for meeting and that earlier in the evening would be better. Future meetings will be scheduled from 4 p.m. to 5:30 p.m. on Thursdays.

The meeting adjourned at 6:50 p.m.

PARKS AND RECREATION COMMITTEE
5:30 p.m., February 16, 2022
Zoom

MINUTES

Attendance

Chair Terrence Gallagher, Vice Chair Lauren Wolf, Carey Bickford, Matthew Geary, Randy Knight, Diane Mares, Jayme Merklein, Caety Meyer, Matthew Moeder, Jay Moorman, Kevin Murphy, Lauren Ozburn

Staff: Meghan Buum, Melissa Prenger, Scott Bingham, BBN Architects

Public Participation

None

Consent Agenda

1. Minutes from January 12, 2022 – Carey Bickford moved to approve the minutes. Randy Knight seconded the minutes and it passed unanimously.

New Business

1. Parks Master Plan/5 Year Priorities – Chairman Terrence Gallagher provided historical information on the Parks Master Plan. The original plan was created in 2009, with projects implemented in the parks based on that plan. In 2016, the Parks and Rec Committee prioritized the next 5 years of capital improvements. Earlier this fall, the committee began the process of identifying a list of needs in the parks.

   Melissa Prenger shared estimated costs for the projects identified by the committee. The committee reviewed those items and ranked them as high, medium, or low priority. Ms. Prenger will compile the feedback from the committee and present the final priorities to the committee in March. The final priority list will be presented to the City Council for approval, and used by Public Works to determine and budget for capital improvement projects in the parks through 2027.

Information Items

Meeting Schedule

- March 9, 2022
- May 11, 2022

Adjournment

Prairie Village Jazz Fest 2022
Committee Meeting
Wednesday February 23, 5:30 p.m.
Via Zoom

Attendees

Jim Barnes	Stage and Technical Chair
Dave Hassett	Food and Beverage Chair
Amanda Hassett	VIP Services Chair
Elissa Andre	Marketing Chair
Joyce Hagen Mundy	Volunteers Chair
J.D. Kinney	Special Events Coordinator, Committee Chair
Dave Robinson	Prairie Village City Council, Council Liaison
Kyle Vanlanduyt	Master of Ceremonies

Not Attending

Alex Toepfer	Talent Chair
Mike Poelich	Infrastructure Chair
Brooke Morehead	Fundraising Chair
John Wilinski	Backstage and Artist Hospitality Chair

Committee Chair's Report

Joyce Hagen Mundy has volunteered to be Chair of the Volunteers Committee.

Fundraising and Sponsorships

Council Member Dave Robinson spoke about the Transient Guest tax. It is a tax generated by the Inn at Meadowbrook. A portion of the tax collected is allotted to the City of Prairie Village to support events that generate local tourism. If JazzFest were to receive funding from the collection of this tax it may alleviate the need to fundraise from corporate sponsors who are not purchasing a specific marketing venue (display booth) or item (lineup fan). JD estimated that the amount of funding coming from corporate sponsors not receiving anything specific in return has typically been $20K per year.

Talent

No update

F&B

The 2022 food truck lineup is proposed as Burg and Barrel, Nikki G's, Taste of Brazil, Done Deal BBQ, and ButterFluff Popcorn. One additional vendor of sweets/dessert is planned. Suggestions included 7 Swans Creperie, Sheridan's and Fairway Creamery. Dave Hassett requested updated vendor contracts for 2022

The cost of ice, delivery and the truck to store it for 2021 had gone from $464.00 to $707.00. Additional research for other ice options should be pursued.

VIP Services

Amanda Hassett suggested bringing in a dedicated food truck to service VIP, volunteer, staff and artist food. It was noted that a food truck paid their minimum to service this smaller audience might rather want access to the larger attendee crowd. A suggestion was made that the VIP area be a tented area with Adirondack style chairs, and provided with complimentary snacks and beverages throughout the day. Artist and staff food would be handled by John Wilinski separately.

Stage, Lighting and Technical Services

JD, Jim Barnes, and Sean from SECT to meet on site as soon as weather and schedules permit to discuss the changes to the Jazz Fest stage and backstage areas Discussion to include move-in, move-out and assembly of the stage and stage canopy, securing of the canopy, location and access of electric power, backstage storage and access, and artist ready "green room" location and access.

Rented Infrastructure

No update

Marketing

Elissa Andre reported that Shawnee Mission Post has expanded their coverage area to include the Blue Valley area and that their bid for a one-month "takeover" of the site as has been done before had increased in price substantially. She noted that our response via this cahnnel has always been very positive and recommended that if budget were avaialable that we confirm the schedule.

Elissa also reported that the KCUR Member's Guide in 2021 wa sproduced, and we had a display ad in it, but cannot confirm that any invoice was ever received or paid. Elissa plans to contact KCUR and The Bridge FM to secure print and broadcast spots for 2022.

Backstage/Artist Hospitality

No update

Diversity Committee

Inga Selders has confirmed that the American Jazz Museum is interested to participate as a content/exhibit provider with the PV Diversity Committee.

Arts Council

Bonnie Limbird to advise who will be the Arts Council liaison to Jazz Fest and whether the Arts Council plans an exhibit of PV-owned fine art as in years past

The next Jazz Fest Committee meeting was scheduled for Wednesday March 23, 2022, at 5:30 pm. In person in the Multipurpose Room at City Hall

The meeting concluded at 6:15 p.m.

Respectfully submitted: JD Kinney

Prairie Village Village Fest 2022
Committee Meeting
Thursday February 24, 5:30 p.m.
Via Zoom

Attendees

*Amber Fletcher	Chair
*Alex Fletcher	
Corbin Trimble	Entertainment
*Courtney McFadden	City Council Liaison
*Dale Warman	
James Carney	PV Public Works
*Joel Crown	
Josh Sigler	
Lissa Haag	
Luke Roth	PV PD
*JD Kinney	PV Special Events Coordinator
*Steve - Old Mission Lodge	
Susan Forrest	Pie Contest
*Ted Fritz	
Teresa Stewart	
*Toby Fritz	
Mike Morse - CFD2	JOCO FD
Doug Gibson	

*Present

Committee Chair's Report

Amber welcomed the members of the Prairie Village VillageFest Committee.

Pancake Breakfast

- Hours of operation are 7:30 am – 9:00 am
- Chris Cakes is confirmed.
- Coffee for the breakfast is sourced from Starbucks in the Village Shops.

Spirit Awards

- Scouts to lead Pledge of Allegiance - Dale will contact
- National Anthem to be sung by TBD
- Nominations requested in Village Voice ad March/April edition

KS National Guard Display and Vehicle

History Display

- City Hall – will need to provide more signage since pie tasting will not be in city hall
- Topic will be on transportation

Vendors and Exhibitors

- Food Vendors - Polar Oasis draft contract has been sent. TBD, Water Wagon, Nothing Bundt Cakes, HyVee Grill, Rex Nolen funnel cakes, Jitter Buggy proposed

Live Entertainment and Attractions

- Corbin will be stage manager
- Mainstage will include: Mr. Stinky Feet, Janie Next Door, MultiPhonics
- Harmon Park Pavilion DJ/ City Hall DJ Sterling Silver Sound contract has been issued
- KC Wolf – TBD
- Mr Bones – Plans to be there

Pie Contest

- Council Chambers and Kitchen to be used for submissions and judging
- Outside tent to be used for public tasting of entries upon request
- Mayor Mikkelson to be invited to introduce judges and announce winners at outside tent/mainstage
- Susan Forrest requested an additional judging team.

Activities and Attractions

- A-Z Exotic Animals for (40 x 40) petting zoo with free feed and Pony Rides (8 ponies)
- Inflatables from Top Flight Bounce House LLC
- "Human gerbil balls" inflatable attraction was removed for hygiene considerations
- FunServices – Mechanical rides – Have been in contact – Mechanical Bull, Trackless Train, and Quad Jump confirmed; waiting for confirmation on additional available attractions
- Sister Act – To provide Face painting, Crazy Hair Artists and Bubble Guy added
- Amazing Alex – balloon sculptor
- The Fire Department will host activities. We are looking into finding out if the mayor can throw out prizes. They plan to put vehicles out for exploration and put out the fire hose spinning target. Other activities TBD.
- PVPD will do a K-9 demonstration. We need more info on the time and space needed and will add to the schedule
- Children's Craft Area- follow up with PV Arts Council to see if they would be interested in taking this over
- Harmon Park Slip & Slide – Terrance Gallagher's Scout Troop is confirmed to run the activity.
- The Little Village – Play area for 3 and under. We are working to locate the supplies for this area
- Yard Games TBD

Marketing

- PV Village Voice – Save the Date for March/April 2022 issue submitted
- Mission Road Banners – To accommodate a banner spanning Mission Road, a dedicated set of poles would need to be installed.
- Park Vinyls – Parks and Municipal Campus

The next VillageFest Committee meeting is scheduled for Thursday March 24, 2022, at 5:30 pm. In person, with a Zoom Link for those unable to attend in person.

The meeting concluded at 6:33 p.m.