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<http://www.pvkansas.com/livestreaming>

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Monday, July 17, 2023
6:00 PM**

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF THE AGENDA

V. INTRODUCTION OF STUDENTS AND SCOUTS

VI. PRESENTATIONS

- Storm debrief
- COU2023-46 Authorize the City Administrator and/or Public Works Director to remove tree debris caused by storm damage
Wes Jordan
- Presentation of 2022 audit - Stacey Hammond, BT&Co

VII. PUBLIC PARTICIPATION

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email cityclerk@pvkansas.com prior to 3 p.m. on July 17. Comments will be shared with Councilmembers prior to the meeting.

VIII. CONSENT AGENDA

All items listed below are considered to be routine by the Governing Body and will be enacted by one motion (roll call vote). There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the regular agenda.

By Staff:

1. Consider approval of regular City Council meeting minutes - June 20, 2023
2. Consider renewal of franchise agreement Unite Private Networks, LLC
3. Consider an ordinance approving the Prairie Village Jazz Festival as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded public area of the event
4. Consider request for alcoholic beverage waiver for Harmon Park for the Prairie Village Jazz Festival
5. Consider approval of short-term special use permit for the KU Kickoff event at Corinth Square

IX. COMMITTEE REPORTS

Finance Committee

- Discuss City Hall improvement options as presented to Finance Committee
Keith Bredehoeft / Melissa Prenger

X. MAYOR'S REPORT

XI. STAFF REPORTS

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2023-42 Consider approval of agreement with Holmes Murphy and Associates (HMA) for employee benefit consulting and broker services
Cindy Volanti

COU2023-43 Consider separate memorandums of understanding with the YMCA and Johnson County Library to complete the public engagement and site design study for a community center and relocation of the Corinth Library branch within the project study area
Wes Jordan

COU2023-44 Consider agreement with Benson Method for owner's representative services for the community center project (BG500002)
Keith Bredehoeft

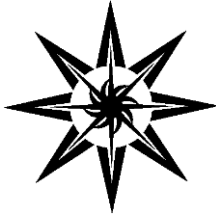
COU2023-45 Consider Resolution #2023-02 of the City's intent to exceed the revenue neutral rate and establishing the date and time of a public hearing for the 2024 budget
Jason Hannaman

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

XV. EXECUTIVE SESSION

XVI. ANNOUNCEMENTS

XVII. ADJOURNMENT



COU2023-46: AUTHORIZE THE CITY ADMINISTRATOR AND/OR PUBLIC WORKS DIRECTOR TO REMOVE TREE DEBRIS CAUSED BY STORM DAMAGE

MOTION

Move to authorize expenditure authority for the City Administrator and/or the Public Work Director to manage, approve, and oversee plans to remove tree debris caused by storm damage.

BACKGROUND

On Friday, July 14, 2023, a strong storm caused severe storm damage to the tree canopy and personal property throughout Prairie Village. The estimated wind speed was likely in excess of 80 mph. Mayor Mikkelsen executed an Emergency Storm Damage Proclamation on July 14 once staff reported the severity and impact to the community. Council Policy 215 states that "Council must authorize the collection and disposal of tree debris for public and/or private trees requiring more than two days of Public Works Department efforts."

As part of the City's Emergency Management planning efforts, the City has contractual agreements in place when assistance from outside organizations is needed to assist with debris management. The Council approved a debris management agreement on September 6, 2022, with AshBritt. Staff will also work with Arbor Master as well as Republic Services to assist as needed in the recovery effort.

COSTS

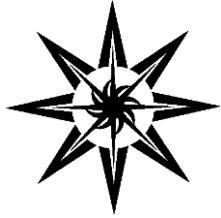
The costs are not easy to determine. The City spent \$183,000 to handle the winter storm damage in January 2019. We estimate there is 1.5 to 2 times the amount of damage caused by this storm. Including manpower, we estimate the cleanup cost to be somewhere between \$500,000 - \$750,000.

The City is in communication with Johnson County Emergency Management. FEMA Public Assistance is the primary mechanism used by the federal government to assist local governments after a disaster and it typically provides 75% for eligible expenses (debris removal, damage to public infrastructure, emergency response costs, etc.). The threshold for Johnson County in 2023 is \$2,707,791.72, and the state threshold is \$5,200,047.60. This means that the county would have to have costs or damages of \$2.7M and the state would have to have a total of \$5.2M for any jurisdiction within Johnson County to be eligible to receive FEMA Public Assistance. We have provided preliminary estimates to Johnson County of \$750,000.

Funds would be expended from the Solid Waste Management Fund contingency and/or the Reserve Fund.

PREPARED BY

Wes Jordan
City Administrator
July 17, 2023



ADMINISTRATION DEPARTMENT

Council Meeting Date: July 17, 2023

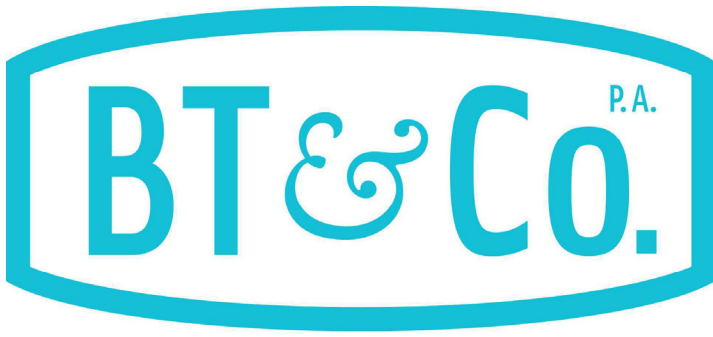
Presentation of 2022 Audit - BT & Co., P.A.

Attached please find the Draft Statement on Auditing Standards (SAS) letter to the Mayor and City Council. The full 2022 Annual Comprehensive Financial Report will be distributed to the Governing Body and posted to the website in the days following the presentation.

ATTACHMENTS:

- Prairie Village Draft SAS Letter
-

Prepared by:
Jason Hannaman
Finance Director
Date: July 13, 2023



Certified Public Accountants

CITY OF PRAIRIE VILLAGE, KANSAS

Report to the Honorable Mayor and City Council
_____, 2023



Certified Public Accountants

_____, 2023

To the Honorable Mayor and City Council of the
City of Prairie Village, Kansas

We are pleased to present this report related to our audit of the financial statements of the City of Prairie Village, Kansas (the City) for the year ended December 31, 2022. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the City's financial reporting process.

This report is intended solely for the information and use of the Honorable Mayor, City Council, and management and is not intended to be and should not be used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to continue to be of service to the City.

[FIRM SIGNATURE]

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City of Prairie Village, Kansas
Report to the Honorable Mayor and City Council
_____, 2023

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Required Communications

Generally accepted auditing standards (AU-C 260, *The Auditor's Communication with Those Charged with Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

Area	Comments
Our Responsibilities with Regard to the Financial Statement Audit	Our responsibilities under auditing standards generally accepted in the United States of America and the Kansas Municipal Audit and Accounting Guide (the KMAAG) have been described to you in our arrangement letter dated November 28, 2022. Our audit of the financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.
Overview of the Planned Scope and Timing of the Financial Statement Audit	We have issued a separate communication dated January 18, 2023 regarding the planned scope and timing of our audit and identified significant risks.
Accounting Policies and Practices	Preferability of Accounting Policies and Practices Under generally accepted accounting principles, in certain circumstances, management may select among alternative accounting practices. In our view, in such circumstances, management has selected the preferable accounting practice. Adoption of, or Change in, Accounting Policies Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City. Following is a description of a Governmental Accounting Standards Board (GASB) Statement that was adopted during the year: GASB Statement No. 87, <i>Leases</i>, increases the usefulness of the financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases. Significant Accounting Policies We did not identify any significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. Significant Unusual Transactions We did not identify any significant unusual transactions.

Area	Comments
	Management's Judgments and Accounting Estimates
	Summary information about the process used by management in formulating particularly sensitive accounting estimates and about our conclusions regarding the reasonableness of those estimates is in the attached "Summary of Significant Accounting Estimates."
Audit Adjustments	Audit adjustments proposed by us and recorded by the City are summarized in the attached representation letter.
Uncorrected Misstatements	We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.
Departure from the Auditors' Standard Report	Expected Emphasis-of-Matter Paragraph The City implemented a new accounting standard during the year and restated beginning net position to account for an updated valuation of infrastructure and related accumulated depreciation. Below is a draft of the paragraph to be included in the auditors' report:
	<i>Emphasis of Matters</i> As discussed in Note 1 to the financial statements, the City implemented Governmental Accounting Standards Board Statement No. 87, <i>Leases</i>. Our opinion is not modified with respect to this matter. As discussed in Note 1 to the financial statements, the December 31, 2021 financial statements have been restated to correct misstatements. Our opinion is not modified with respect to this matter.
Other Information Included in Annual Reports	Our responsibility for other information included in annual reports is to read the information and consider whether its content or the manner of its presentation is materially inconsistent with the financial information covered by our auditors' report, whether it contains a material misstatement of fact or whether the other information is otherwise misleading. We read the City's introductory and statistical sections. We did not identify material inconsistencies with the audited financial statements.
Observations About the Audit Process	Disagreements with Management We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit, or significant disclosures to be included in the financial statements.

Area	Comments
Significant Written Communications Between Management and Our Firm	Consultations with Other Accountants
	We are not aware of any consultations management had with other accountants about accounting or auditing matters.
	Significant Issues Discussed with Management
	No significant issues arising from the audit were discussed with or the subject of correspondence with management.
	Significant Difficulties Encountered in Performing the Audit
	We did not encounter any significant difficulties in dealing with management during the audit.
	Difficult or Contentious Matters That Required Consultation
	We did not encounter any significant and difficult or contentious matters that required consultation outside the engagement team.
	Copies of certain written communications between our firm and the management of the City, including the representation letter provided to us by management, are attached.

The City of Prairie Village, Kansas

Summary of Significant Accounting Estimates

Year Ended December 31, 2022

The following describes the significant accounting estimates reflected in the City's December 31, 2022, financial statements:

Estimate	Accounting Policy	Management's Estimation Process	Basis for Our Conclusion on Reasonableness of Estimate
Total OPEB Liability - Health Insurance and KPERS Disability Benefits and Life Insurance	The total OPEB liabilities are computed by independent actuarial firms. The disclosures are based upon numerous assumptions and estimates, including the expected rate of investment return, the interest rate used to determine the present value, and medical care cost trend rates.	Management obtains and reviews the calculations prepared by the actuarial firms. The rates of return are based on historical and general market data.	Review of management's analysis resulted in our conclusion that the estimate appears reasonable.
Net Pension Liability - Police Department Retirement Plan	The net pension liability is computed by an independent actuarial firm. The disclosure is based upon numerous assumptions and estimates, including the expected rate of investment return and the interest rate used to determine the present value.	Management obtains and reviews the calculations prepared by the actuarial firm. The rate of return is based on historical and general market data.	Review of management's analysis resulted in our conclusion that the estimate appears reasonable.
Net Pension Liability - KPERS	The net pension liability is computed by an independent actuarial firm hired by KPERS.	Management obtains and reviews the Schedule of Employer and Non-Employer Allocations and Schedule of Pension Amounts by Employer and Non-Employer as of June 30, 2022 that were audited by other auditors.	Review of management's analysis resulted in our conclusion that the estimate appears reasonable.

Fair Value of Investments	The fair value of investments is computed by the custodians of the investments.	Management obtains and reviews the year-end valuations prepared by the custodians.	Review of management's analysis resulted in our conclusion that the estimate appears reasonable.
Depreciation of Infrastructure	The depreciation of infrastructure is computed by management of the City using a composite depreciation rate.	Management calculates a composite depreciation rate that factors in the estimated historical cost and the estimated useful life of classes of infrastructure.	Review of management's analysis resulted in our conclusion that the estimate appears reasonable.

BT&Co., P.A.
4301 SW Huntoon Street
Topeka, Kansas 66604-1659

This representation letter is provided in connection with your audit of the basic financial statements of the City of Prairie Village, Kansas (the City) as of and for the year ended December 31, 2022 for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, that as of the date of the auditors' report:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit arrangement letter dated November 28, 2022 for the preparation and fair presentation of the financial statements referred to above in accordance with U.S. GAAP.
2. We have identified and included all organizations that are a part of our financial reporting entity as defined in Section 2100 of the Governmental Accounting Standards Board (GASB) Codification, including all component units, joint ventures, and jointly governed organizations.
3. We have reported major governmental and enterprise funds as required by GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, as amended.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
5. We acknowledge our responsibility for the design, implementation, and maintenance of controls to prevent and detect fraud.
6. The methods, data, and significant assumptions used by us in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in the context of U.S. GAAP, and reflect our judgment based on our knowledge and experience about past and current events, and our assumptions about conditions we expect to exist and courses of action we expect to take.
7. The methods, assumptions and data used in making accounting estimates result in estimates that are appropriate for financial statement measurement and disclosure purposes and have been consistently selected and applied in making the estimates. Significant judgments made in making the estimates have taken into account all relevant information of which we are aware. Appropriate specialized skills or expertise has been applied in making the

estimates. We have also appropriately considered alternative assumptions or outcomes. All disclosures related to the estimates, including disclosures describing estimation uncertainty, are complete and reasonable in the context of U.S. GAAP. No subsequent events have occurred that would require adjustment to the estimates and related disclosures included in the financial statements.

8. Related-party transactions have been recorded in accordance with the economic substance of the transaction and appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP. Types of related party transactions engaged in by the City include:
 - a. Interfund transactions, including interfund accounts receivable and payable and interfund transfers.
9. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, as amended.
10. The City is following either its established accounting policy regarding which resources (that is, restricted, committed, assigned or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available or is following paragraph 18 of GASB Statement No. 54 to determine the fund balance classifications for financial reporting purposes.
11. The financial statements include all fiduciary activities required by GASB Statement No. 84, *Fiduciary Activities*, as amended.
12. All events subsequent to the date of the financial statements, and for which U.S. GAAP requires adjustment or disclosure, have been adjusted or disclosed.
13. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
14. Management has followed applicable laws and regulations in adopting, approving and amending budgets.
15. Risk disclosures associated with deposit and investment securities are presented in accordance with GASB requirements.
16. Provisions for uncollectible receivables have been properly identified and recorded.
17. Capital assets, including infrastructure, intangible assets, and right-to-use assets, are properly capitalized, reported and, if applicable, depreciated.
18. The City has properly separated information in debt disclosures related to direct borrowings and direct placements of debt from other debt and disclosed any unused lines of credit, collateral pledged to secure debt, terms in the debt agreements related to significant default or termination events with finance-related consequences and significant subjective acceleration clauses in accordance with GASB Statement No. 88.
19. Components of net position (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
20. Revenues are appropriately classified in the statement of activities within program revenues and general revenues.

21. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
22. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
23. The City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and appropriately disclosed, and net position is properly recognized under the policy.
24. The City has recorded and disclosed in the financial statements all:
 - a. Compensating balance arrangements or other legal restrictions of cash balances.
 - b. Liens or encumbrances on assets or revenues, or assets or revenues which were pledged as collateral for any liability or which were subordinated in any way.
 - c. Contractual obligations for construction or capital assets not included in the liabilities or encumbrances recorded on the books.
 - d. Debt issue provisions.
 - e. Leases.
 - f. Significant estimates and material concentrations.
 - g. Risk financing activities.
 - h. The effect on the financial statements of GASB Statements that have been issued but have not yet been adopted.
25. We have no plans or intentions that may materially affect the carrying value or classification of assets or liabilities. In that regard:
 - a. The City has no plans or intentions to discontinue the operations of any activities or programs or to discontinue any significant operations.
 - b. The City has no significant amounts of idle property and equipment.
26. We are responsible for making the accounting estimates included in the basic financial statements. Those estimates reflect our judgment based on our knowledge and experience about past and current events and our assumptions about conditions we expect to exist and courses of action we expect to take. In that regard, adequate provisions have been made:
 - a. To reduce receivables to their estimated net collectable amounts.
 - b. For pension obligations, post-retirement benefits other than pensions, and deferred compensation agreements attributable to employee services rendered through December 31, 2022.
27. The City has no:
 - a. Material transactions that have not been properly recorded in the accounting records underlying the financial statements.
 - b. Violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency. In that regard, we specifically represent that we have not been designated as, or alleged to be, a "potentially responsible party" by the Environmental Protection Agency in connection with any environmental contamination.
 - c. Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed.
 - d. Lines of credit or similar arrangements.
 - e. Financial guarantees or other contingent liabilities.
 - f. Repurchase agreements.
 - g. Security agreements as defined in the Uniform Commercial Code.
 - h. Liabilities that are subordinated in any way to any other actual or possible liabilities.

- i. Debt issue repurchase options or agreements, or sinking fund debt repurchase ordinance requirements.
 - j. Authorized but unissued debt.
 - k. Special or extraordinary items.
 - l. Arbitrage rebate liabilities.
 - m. Impairments of capital assets.
28. We have no direct or indirect legal or moral obligation for any debt of any organization, public or private, or to special assessment bond holders, that is not disclosed in the financial statements.
29. We agree with the restatement of the previously issued financial statements described in Note 1. In that regard;
- a. The restatement corrects an error in those financial statements.
 - b. We were not aware of the error when those financial statements were issued.
 - c. We are not aware of any other errors in those financial statements.
 - d. We do not believe it is necessary to recall those financial statements, and a copy of the current year's financial statements and independent auditors' report will be made available to all users of those financial statements.
30. We have complied with all aspects of laws, regulations and provisions of contracts and agreements that would have a material effect on the financial statements in the event of noncompliance. In connection therewith, we specifically represent that we are responsible for determining that we are not subject to the requirements of the Single Audit Act because we have not received, expended or otherwise been the beneficiary of the required amount of federal awards during the period of this audit.
31. We have reviewed the GASB Statements effective for the fiscal year ending December 31, 2022 and concluded the implementation of the following Statements did not have a material impact on the basic financial statements:
- a. GASB Statement No. 92, *Omnibus 2020*
 - b. GASB Statement No. 93, *Replacement of Interbank Offered Rates*
 - c. GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans* - an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32
32. We believe the implementation of GASB Statement No. 87, *Leases*, is appropriate.
33. We have reviewed and approved the proposed adjusting journal entries to the financial statements included in the attached schedule. We will record these entries, as applicable, in our accounting system as of December 31, 2022.
34. We have no knowledge of any uncorrected misstatements in the financial statements.

Information Provided

35. We have provided you with:
- a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.

- d. Minutes of the meetings of the governing board and committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.
36. All transactions have been recorded in the accounting records and are reflected in the basic financial statements.
37. We have disclosed to you the results of our assessment of risk that the basic financial statements may be materially misstated as a result of fraud.
38. It is our responsibility to establish and maintain internal control over financial reporting. One of the components of an entity's system of internal control is risk assessment. We hereby represent that our risk assessment process includes identification and assessment of risks of material misstatement due to fraud. We have shared with you our fraud risk assessment, including a description of the risks, our assessment of the magnitude and likelihood of misstatements arising from those risks, and the controls that we have designed and implemented in response to those risks.
39. We have no knowledge of allegations of fraud or suspected fraud, affecting the City's basic financial statements involving:
- a. Management.
 - b. Employees who have significant roles in internal control.
 - c. Others where the fraud could have a material effect on the basic financial statements.
40. We have no knowledge of any allegations of fraud or suspected fraud affecting the City's basic financial statements received in communications from employees, former employees, analysts, regulators, or others.
41. We have no knowledge of noncompliance or suspected noncompliance with laws and regulations.
42. We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statements.
43. We have disclosed to you the identity of all of the City's related parties and all the related-party relationships and transactions of which we are aware.
44. We are aware of no significant deficiencies, including material weaknesses, in the design or operation of internal controls that could adversely affect the City's ability to record, process, summarize, and report financial data.
45. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
46. We agree with the findings of the specialists in evaluating the City's investments, total other postemployment benefit liabilities, and net pension liabilities and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give instructions, or cause any instructions to be given, to the specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.
47. During the course of your audit, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

48. With respect to the financial statement preparation services performed in the course of the audit:
- We have made all management decisions and performed all management functions;
 - We assigned an appropriate individual to oversee the services;
 - We evaluated the adequacy and results of the services performed, and made an informed judgment on the results of the services performed;
 - We have accepted responsibility for the results of the services; and
 - We have accepted responsibility for all significant judgments and decisions that were

Supplementary Information

49. With respect to supplementary information presented in relation to the basic financial statements as a whole:
- We acknowledge our responsibility for the presentation of such information.
 - We believe such information, including its form and content, is fairly presented in accordance with U.S. GAAP.
 - The methods of measurement or presentation have not changed from those used in the prior period.
50. With respect to the required supplementary information presented as required by GASB to supplement the basic financial statements:
- We acknowledge our responsibility for the presentation of such required supplementary information.
 - We believe such required supplementary information is measured and presented in accordance with guidelines prescribed by U.S. GAAP.
 - The methods of measurement or presentation have not changed from those used in the prior period.

Very truly yours,

CITY OF PRAIRIE VILLAGE, KANSAS

Wes Jordan, City Administrator

Date Signed _____

Jason Hannaman, Finance Director

Date Signed _____

City of Prairie Village, Kansas

Year End: December 31, 2022

Adjusting Journal Entries

Number	Date	Account Name	Account Number	Debit	Credit
1	12/31/2022	Deferred Revenue	15-00-00-2703-000		(1,701,210.52)
1	12/31/2022	Deferred Revenue	15-00-00-2703-000	64,800.78	
1	12/31/2022	Federal Grants	15-00-00-4055-000	1,701,210.52	
1	12/31/2022	Federal Grants	15-00-00-4055-000		(64,800.78)
To reclassify ARPA funds into deferred revenue					
2	12/31/2022	Restricted cash and investments	26-00-00-1001-000	1,321,186.00	
2	12/31/2022	Fund Balance	26-00-00-3000-000		(1,305,185.00)
2	12/31/2022	Interest Income	26-00-00-4103-000		(16,148.00)
2	12/31/2022	TIF Prop Tax - Meadowbrook	26-00-00-4120-000		(1,973,361.00)
2	12/31/2022	Change in market value	26-00-00-4804-000	26,492.00	
2	12/31/2022	Debt Service (Principal)	26-00-00-9000-000	1,495,000.00	
2	12/31/2022	Debt Service (Interest and Other)	26-00-00-9100-000	425,766.00	
2	12/31/2022	Fees	26-01-01-6039-000	4,000.00	
2	12/31/2022	Fees	26-01-01-6039-000	6,300.00	
2	12/31/2022	Fees	26-01-01-6039-000	15,950.00	
To bring on the Series 2021 Meadowbrook TIF Fund					
3	12/31/2022	Unreserved Fund Balance	01-00-00-3000-000		(112,518.43)
3	12/31/2022	Biennial Bridge Inspection	01-02-11-6009-209	6,500.00	
3	12/31/2022	Utilities-Traffic Signals	01-02-14-6000-194	6,225.07	
3	12/31/2022	Street Maint/Repair-Crack Fill	01-02-14-6030-118	29,270.71	
3	12/31/2022	Street Maint/Repair-SlurrySeal	01-02-14-6030-182	4,600.00	
3	12/31/2022	Street Maint/Repair-Street Rpr	01-02-14-6030-186	37,530.00	
3	12/31/2022	Street Maint/Repair-Traff Mark	01-02-14-6030-193	4,418.20	
3	12/31/2022	Snow & Ice Op Supp-Salt	01-02-14-7006-180	7,224.45	
3	12/31/2022	Bldg Maint/Rpr-Plumbing	01-02-20-6033-165	12,750.00	
3	12/31/2022	Bldg Maint/Rpr-Plumbing	01-02-20-6033-165	4,000.00	
To true-up fund balance					
ENTITY-1	12/31/2022	GO bonds payable			(10,170,000.00)
ENTITY-1	12/31/2022	SO bonds payable			(16,545,000.00)
ENTITY-1	12/31/2022	Interest payable			(288,301.00)
ENTITY-1	12/31/2022	Deferred bond premium			(877,582.00)
ENTITY-1	12/31/2022	Deferred inflows - deferred refunding difference			(137,534.00)
ENTITY-1	12/31/2022	Net position		30,368,531.00	
ENTITY-1	12/31/2022	Principal expense			(2,155,000.00)
ENTITY-1	12/31/2022	Interest expense			(128,466.00)
ENTITY-1	12/31/2022	Amortization expense			(66,648.00)
Entity-wide entry to record debt					
ENTITY-2	12/31/2022	Accrued compensated absences			(695,168.00)
ENTITY-2	12/31/2022	Accrued compensated absences - LT			(150,857.00)
ENTITY-2	12/31/2022	Net position		681,554.00	
ENTITY-2	12/31/2022	UM Expense		164,471.00	
Entity-wide entry to record accrued compensated absences					

ENTITY-3	12/31/2022	Deferred outflows-OPEB	407,744.00	
ENTITY-3	12/31/2022	Total OPEB liability		(941,948.00)
ENTITY-3	12/31/2022	Deferred inflows - OPEB		(81,621.00)
ENTITY-3	12/31/2022	Net position	507,170.00	
ENTITY-3	12/31/2022	GG expense	108,655.00	

Entity-wide entry to record OPEB

ENTITY-4	12/31/2022	Equipment	6,207,051.00	
ENTITY-4	12/31/2022	Infrastructure	102,976,646.00	
ENTITY-4	12/31/2022	Land	14,961,866.00	
ENTITY-4	12/31/2022	Improvements	1,445,899.00	
ENTITY-4	12/31/2022	Buildings	6,815,565.00	
ENTITY-4	12/31/2022	Construction in process	36,769,398.00	
ENTITY-4	12/31/2022	Accumulated depreciation		(69,638,163.00)
ENTITY-4	12/31/2022	Net position		(96,923,088.00)
ENTITY-4	12/31/2022	Other financing sources - Proceeds from sale	78,582.00	
ENTITY-4	12/31/2022	UM Expense	172,801.00	
ENTITY-4	12/31/2022	PS expense	303,658.00	
ENTITY-4	12/31/2022	PW expense	3,017,303.00	
ENTITY-4	12/31/2022	PR expense	8,822.00	
ENTITY-4	12/31/2022	GG expense	129,250.00	
ENTITY-4	12/31/2022	CD expense	69,140.00	
ENTITY-4	12/31/2022	Gain on sale of capital assets		(78,582.00)
ENTITY-4	12/31/2022	Capital outlay		(6,316,148.00)

Entity-wide entry to record capital assets

ENTITY-5	12/31/2022	Deferred outflows-pension	1,612,139.00	
ENTITY-5	12/31/2022	Net pension liability		(4,364,553.00)
ENTITY-5	12/31/2022	Deferred inflows - pension		(7,823.00)
ENTITY-5	12/31/2022	Net position	2,536,309.00	
ENTITY-5	12/31/2022	GG expense	223,928.00	

Entity-wide entry to record KPERS net pension liability

ENTITY-6	12/31/2022	Deferred outflows-pension	2,904,922.00	
ENTITY-6	12/31/2022	Net pension liability		(8,222,141.00)
ENTITY-6	12/31/2022	Deferred inflows - pension		(39,022.00)
ENTITY-6	12/31/2022	Net position	4,776,192.00	
ENTITY-6	12/31/2022	PS expense	580,049.00	

Entity-wide entry to record police department plan net pension liability

ENTITY-7	12/31/2022	OFS - Lease Proceeds		(64,576.09)
ENTITY-7	12/31/2022	Vehicles	64,576.09	
ENTITY-7	12/31/2022	Right to use leased assets - Vehicle	266,685.17	
ENTITY-7	12/31/2022	Lease Liability		(265,342.15)
ENTITY-7	12/31/2022	Net position		(8,166.43)
ENTITY-7	12/31/2022	OFS - Lease Proceeds	64,576.09	
ENTITY-7	12/31/2022	PS expense	6,576.21	
ENTITY-7	12/31/2022	GG expense	247.20	
ENTITY-7	12/31/2022	Capital outlay		(64,576.09)

Entity-wide entry to record leases



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
JUNE 20, 2023**

The City Council of Prairie Village, Kansas, met in regular session on Tuesday, June 20 at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following Councilmembers in attendance: Cole Robinson, Inga Selders, Ron Nelson, Lauren Wolf, Bonnie Limbird, Piper Reimer, Greg Shelton, Courtney McFadden, Ian Graves, and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Melissa Prenger, Public Works; City Attorney David Waters, attorney with Spencer Fane LLP; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Buum, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda as presented. Ms. Reimer seconded the motion, which passed 10-0.

INTRODUCTION OF STUDENTS AND SCOUTS

No students or scouts were present at the meeting.

PRESENTATIONS

None

PUBLIC PARTICIPATION

- Hazel Krebs, Ward 5, provided information about the Diversity Committee's upcoming town hall event regarding anti-trans legislation in Kansas.
- Leon Patton, Ward 5, shared concerns about a lack of information related to the recommendations made by the Ad Hoc Housing Committee.

CONSENT AGENDA

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



PRAIRIE VILLAGE KANSAS

1. Consider approval of regular City Council meeting minutes - June 5, 2023
2. Consider approval of expenditure ordinance #3027
3. Consider the school crossing guard contract renewal with All City Management Services (ACMS) Inc.

Mr. Shelton made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: “aye”: C. Robinson, Selders, Nelson, Wolf, Limbird, Reimer, Shelton, McFadden, Graves, Gallagher. The motion passed 10-0.

COMMITTEE REPORTS

- Mr. Shelton stated that the Planning Commission’s first forum to discuss recommendations made by the Ad Hoc Housing Committee would be held on June 22 at the Meadowbrook Park clubhouse.
- Ms. Selders said that she had attended a Consolidated Fire District #2 board meeting, at which she received a check to fund the Prairie Village Foundation’s “Back to School with a Firefighter” event in August. Proceeds were raised through the department’s pancake breakfast fundraiser.
- Mr. Cole Robinson provided a summary of the Juneteenth Freedom Celebration event that had taken place on June 17 at Harmon Park. He also shared that the Diversity Committee would be holding its “PV Seen” playdate on June 24 at Porter Park.
- Ms. Reimer noted that the community garden group would be holding its annual summer solstice garden party event on June 23.

MAYOR’S REPORT

- The Mayor stated he had attended the following events since the prior Council meeting:
 - The Mid-America Regional Council’s regional assembly on June 9
 - The Northeast Johnson County Chamber of Commerce’s annual golf tournament
 - A seminar on monies available to cities through the bipartisan infrastructure law
 - A meeting with residents on 67th Street to discuss traffic calming measures
 - Meetings with other residents to discuss housing proposals
 - A meeting with regional stakeholders to discuss plans for the 2026 World Cup, which would include 7 - 9 games in Kansas City, MO
- The Mayor noted the following upcoming events:
 - A United Community Services annual human services summit on June 21
 - The City’s VillageFest event on July 4
- The Mayor also noted that the July 3 City Council meeting had been canceled



STAFF REPORTS

- Mr. Jordan reported that staff was beginning to consider ideas for the City's 75th anniversary in 2026.

OLD BUSINESS

None

NEW BUSINESS

COU2023-40 Consider approval of contract with McAnany Construction for the 2023 UBAS program

Ms. Prenger stated that ultra-thin bonded asphalt surface (UBAS) is a treatment used to help extend the life of a road by placing a thin overlay onto a prepared asphalt surface. The overlay can disperse water quickly off the surface, which reduces roadway spray from vehicles and provides greater visibility in wet weather. She noted that the treatment would be used on arterial and collector streets in the City.

On May 25, 2023, two bids were opened for the 2023 UBAS Program:

- McAnany Construction \$ 333,773.70
- Superior Bowen \$ 361,512.25
- Engineer's estimate \$ 421,413.50

Ms. Prenger said that staff had reviewed the bids for accuracy and recommended awarding the project to McAnany Construction. She added that \$395,000 had been budgeted for the project and that the contract would be awarded for that amount. The number of locations would be increased to utilize the full funding.

Ms. Limbird made a motion to approve the construction contract with McAnany Construction, Inc. for the 2023 UBAS program in the amount of \$395,000. The motion was seconded by Mr. Shelton and passed 10-0.

COU2023-41 Consider inter-agency agreement with Johnson County for MIRD0008: Mission Road 83rd to 95th mill and overlay project

Ms. Prenger said that the Governing Body had previously awarded the Mission Road CARS project to O'Donnell and Sons (now Superior Bowen). The county and cities adjacent to the corridor planned to mill and overlay the area along with sidewalk repair and curb/gutter construction. The project was paused so that Johnson County Wastewater could complete its construction of a new main line in the northbound lanes of Mission Road.



As staff prepared again for the mill and overlay, Evergy contacted participating cities about a project on Mission Road. The Evergy project included the construction of several vaults below the road and a new duct bank for power in the southbound lanes. As a result, the project was delayed again in order to allow the utility project to proceed.

Ms. Prenger stated that the mill and overlay would include a change order to repair 90th Terrace from Mission Road to Roe Avenue, which would be funded by both the City and Evergy. An agreement with Evergy would be presented for approval at an upcoming Council meeting.

Estimated totals for all work:

- Johnson County (CARS) - \$124,103.28
- Prairie Village - \$121,196.40
- Leawood - \$62,051.64
- Evergy - \$303,639.52
- Johnson County Wastewater - \$224,003.76
- Grand Total - \$834,994.60

Mr. Shelton made a motion to approve the interlocal agreement with Johnson County for Project MIRD0008: Mission Road from 83rd Street to 95th Street as presented. The motion was seconded by Mr. Graves and passed 10-0.

Ms. Reimer 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. Shelton and passed 10-0.

COUNCIL COMMITTEE OF THE WHOLE **Preliminary 2024 budget presentation**

Mr. Hannaman gave a presentation on the proposed 2024 budget. He noted that it had been reviewed by the Finance Committee on May 9, 2023, and was unanimously approved by the committee at its May 18, 2023, meeting. He stated that the “all in number” for expenditures in the budget represented a 13% increase over 2023, totaling \$31,586,176. Proposed increases included 12% for personnel, 7% for contract services, 8% for commodities, and 3% for capital outlay. The large increase to personnel costs was due to the implementation of the 2022 salary study, which had not been included in the 2023 budget. Had the 2023 budget included the full amount of actual personnel costs, the 2024 budget increase would have totaled 8.9%.

Mr. Hannaman noted that the City would have \$1,150,000 in excess of the 25% fund balance target if the mill rate remained at its current rate of 18.309, which was partially due



to existing debt service rolling off. He also noted that approximately \$1,400,000 of American Rescue Plan Act (ARPA) funds were still available, which could be used for projects such as infrastructure improvements to the municipal complex.

Mr. Hannaman added that Senate Bill 13 and House Bill 2104, enacted in 2021, required notice and public hearing requirements if a city's proposed budget exceeded the property tax levy's revenue neutral rate. The City's revenue neutral rate would be 15.806 in 2024 per Johnson County, which would require the proposed budget to go through the revenue neutral rate process.

Lastly, Mr. Hannaman presented financing options for improvements to the municipal complex, noting that approximately \$20MM to \$25MM in debt service could be accommodated in the proposed budget, depending on upfront cash outlay.

- Financing \$20MM would require annual debt service of \$1.12MM with a total repayment of \$33.6MM.
- Financing \$33MM would require annual debt service of \$1.68MM with a total repayment of \$50.5MM.

He also shared financing options for the proposed community center:

- A \$20MM community center would require \$1.12MM with a total repayment of \$33.6MM (this would require a 1/4 cent sales tax for a period of 30 years)
- A \$30MM community center would require annual debt service of \$1.68MM with a total repayment of \$50.5MM (this would require a 3/8 cent sales tax for a period of 30 years)
- A \$40MM community center would require annual debt service of \$2.24MM with a total repayment of \$67.3MM (this would require a 1/2 cent sales tax for a period of 30 years)

Mr. Cole Robinson noted that the personnel increases as a result of the salary study had allowed the police department to more easily hire new officers.

Mrs. McFadden made a motion to recommend approval of the preliminary budget to the City Council for final approval. The motion was seconded by Mr. Graves and passed 10-0.

Ms. Limbird moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Graves and passed 10-0.

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

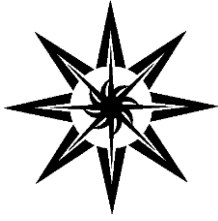


PRAIRIE VILLAGE
KANSAS

ADJOURNMENT

Mayor Mikkelsen declared the meeting adjourned at 7:29 p.m.

Adam Geffert
City Clerk



ADMINISTRATION

City Council Meeting: July 17, 2023

Consider Renewal of Franchise Agreement with Unite Private Networks, LLC

Background:

City staff was contacted by Unite Private Networks, LLC, requesting renewal of its existing franchise agreement with the City, which was last approved by Council on March 18, 2019. The City is charged with managing the utilities in the public right-of-way.

The City Attorney has reviewed the attached document and will be present to answer any questions.

Attachments:

Ordinance No. 2486

Prepared By:

Adam Geffert

City Clerk

Date: July 5, 2023

ORDINANCE NO. 2486

AN ORDINANCE GRANTING TO UNITE PRIVATE NETWORKS, LLC, A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF PRAIRIE VILLAGE, KANSAS, AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.

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

SECTION 1. DEFINITIONS.

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word “shall” is always mandatory, and not merely directory.

- a. “Access Line” - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange Access Lines provided by a central office based switching arrangement where all stations served by such simulated exchange Access Lines are used by a single customer of the provider of such arrangement. Access Line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer’s premises, or to permit duplicate or multiple assessment of Access Line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected Access Line. Access Line shall not include the following: Wireless Services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a Telecommunications Local Exchange Service Provider or private line service arrangements.
- b. “Access Line Count” - means the number of Access Lines serving consumers within the corporate boundaries of the City on the last day of each month.
- c. “Access Line Fee” - means a fee determined by the City, up to a maximum as set out in K.S.A. 12-2001(c)(3), and amendments thereto, to be used by Grantee in calculating the amount of Access Line Remittance.
- d. “Access Line Remittance” - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the Access Line Fee, as determined in the City, by the number of Access Lines served by Grantee within the City for each month in that calendar quarter.
- e. “City” - means the City of Prairie Village, Kansas.
- f. “Contract Franchise” - means this Ordinance granting the right, privilege and franchise to Grantee to use the City’s Public Right-of-Way to provide Telecommunications Services within the City.
- g. “Facilities” - means the Grantee’s telephone and telecommunications lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment comprising the Grantee’s system located within the Public Right-of-Way, designed and constructed for the purpose of providing Telecommunications Services.

- h. “Grantee” - means Unite Private Networks, LLC, a Delaware limited liability company, authorized to do business in Kansas, as a provider of Telecommunications Services within the City. References to Grantee shall also include, as appropriate, any and all successors and assigns.
- i. “Gross Receipts” - means only those receipts collected from within the corporate boundaries of the City and which are derived from the following: (1) Recurring Local Exchange Service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange Access Line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification/busy interrupt revenue; (5) Local operator assistance revenue; and (6) Nonrecurring Local Exchange Service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, non-regulated services, carrier and end user access, long distance, Wireless Services, lines providing only data service without voice services processed by a Telecommunications Local Exchange Service Provider, private line service arrangements, internet, broadband-, and all other services not wholly local in nature are excluded from Gross Receipts. Gross Receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within Gross Receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002, would have been included with the definition of Gross Receipts, such services shall be included from the date of the offering of such services within the City.
- j. “Local Exchange Service” - means local switched Telecommunications Services within any local exchange service area approved by the state corporation commission, regardless of the medium by which the local telecommunications service is provided, as described in K.S.A. 12-2001(c)(7), as amended. The term Local Exchange Service shall not include Wireless Services.
- k. “Telecommunications Local Exchange Service Provider” means a local exchange carrier as defined in subsection (h) of K.S.A. 66-1,187, and amendments thereto, and a telecommunications carrier as defined in subsection (m) of K.S.A. 66-1,187, and amendments thereto, which does, or in good faith intends to, provide Local Exchange Service. The term Telecommunications Local Exchange Service Provider does not include an interexchange carrier that does not provide Local Exchange Service, competitive access provider that does not provide Local Exchange Service or any wireless telecommunications local exchange service provider.
- l. “Public Right-of-Way” - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above the right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities, or private easements in platted subdivisions or tracts, and does not include infrastructure located within the Public Rights-of-Way owned by the City or other third-parties, such as poles, ducts or conduits, use of which shall require a separate license agreement for attachment to City facilities.
- m. “Telecommunications Services” - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received, as described in K.S.A. 12-2001(c)(9) and amendments thereto. For purposes of this Contract Franchise, the term Telecommunications Services shall not include the provision of Wireless Services as a Wireless Services Provider.

- n. “Wireless Infrastructure Provider” – means any person that builds or installs transmission equipment, wireless facilities or wireless support structures, but that is not a Wireless Services Provider, as described in K.S.A. 66-2019(b)(20).
- o. “Wireless Services” - means “personal wireless services” and “personal wireless service facilities” as defined in 47 U.S.C. § 332(c)(7)(C), including commercial mobile services as defined in 47 U.S.C. § 332(d), provided to personal mobile communication devices through wireless facilities or any fixed or mobile wireless services provided using wireless facilities, as described in K.S.A. 66-2019(b)(19).
- p. “Wireless Services Provider” - means a provider of Wireless Services, as described in K.S.A. 66-2019(b)(24).

SECTION 2. GRANT OF CONTRACT FRANCHISE.

- a. There is hereby granted to Grantee this nonexclusive Contract Franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public Right-of-Way for the purpose of supplying Telecommunications Services as a Telecommunications Local Exchange Service Provider within the corporate boundaries of the City, for the term of this Contract Franchise, subject to the terms and conditions of this Contract Franchise.
- b. The grant of this Contract Franchise by the City shall not convey title, equitable or legal, in the Public Right-of-Way, and shall give only the right to occupy the Public Right-of-Way, for the purposes and for the period stated in this Contract Franchise. This Contract Franchise does not:
 - (1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
 - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public Right-of-Way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or
 - (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the facilities owned or controlled by the City or a third-party.
- c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission (FCC) or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or City regulations (including, but not limited to those relating to the construction and use of the Public Right-of-Way or other public or private property).
- d. Grantee shall not provide any additional services for which a franchise is required by the City-, including but not limited to services as a Wireless Services Provider, Wireless Infrastructure Provider, cable television provider, or video services provider, without first obtaining a separate franchise from the City or amending this Contract Franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Contract Franchise does not provide Grantee the right to provide cable service as a cable

operator (as defined by 47 U.S.C. § 522-(5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573. Grantee represents and warrants that Grantee is a Telecommunications Local Exchange Service Provider and that Grantee shall utilize its rights under this easement solely for the purposes of providing Telecommunication Services as a Telecommunications Local Exchange Service Provider.

- e. This authority to occupy the Public Right-of-Way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

- a. Pursuant to K.S.A. 12-2001, and amendments thereto, and subject to the provisions of this Contract Franchise, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public Right-of-Way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use of such other public ways by other utilities.
- b. Grantee's use of the Public Right-of-Way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the Public Right-of-Way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances (hereinafter "Laws") adopted by the City, relating to the construction and use of the Public Right-of-Way, including, but not limited to the City's Use and Occupancy of the Public Right-of-Way Ordinance and amendments thereto, Codified at Chapter 13, Article 5 of the City Code, and the City's zoning and land use ordinances, to the extent such laws do not conflict with or are preempted by any Federal law or regulation.
- c. Grantee shall participate in the Kansas One Call utility location program.
- d. City shall require Grantee to repair all damage to a Public Right-of-Way caused by the activities of Grantee, or of any agent, affiliate, employee, or subcontractor of Grantee, while occupying, installing, repairing or maintaining Facilities in a Public Right-of-Way and to return the Right-of-Way, to its functional equivalence before the damage pursuant to the reasonable requirements and specifications of the City. If Grantee fails to make the repairs required by the City, the City may effectuate those repairs and charge Grantee the cost of those repairs. If the City incurs damages as a result of a violation of this subsection, then the City shall have a cause of action against Grantee for violation of this subsection and may recover its damages, including reasonable attorney fees, if Grantee is found liable by a court of competent jurisdiction.
- e. All Facilities of Grantee shall be installed and maintained in accordance with all applicable federal, State and local laws, rules, and regulations, including, but not limited to, the City's applicable permit application and construction requirements for attachments to City Facilities, the City's adopted building and electrical codes, and the City Code and regulations and policies, including, but not limited to those relating to the construction and use of the Public Right-of-Way or other public property or private property, (collectively, the "Codes"). Grantee shall, at its own expense, make and maintain its Facilities in safe condition and good repair, in accordance with all Codes and Grantee shall replace, remove, reinforce or repair any defective Facilities.

When the City reasonably believes there is an Emergency or Facilities of Grantee present an immediate threat to the safety of any person, interferes with the performance of the City's service obligations or poses an immediate threat to the physical integrity of City Facilities, the City may perform such work and/or take such action as it deems necessary without first giving written notice to Grantee. As soon as practicable thereafter, the City will advise Grantee of the work performed or the action taken. Grantee shall be responsible for all actual and reasonable costs incurred by the City in taking action pursuant to this subsection, and shall indemnify the City from liability for all such work except to the extent of the City's gross negligence or willful misconduct in connection with such liability. An "Emergency" is a condition that in the discretion of City (i) poses an immediate threat to the safety of any person or the public; (ii) materially and adversely interferes with the performance of City's service obligations; or (iii) poses an immediate threat to the integrity of City's equipment or property.

- f. If requested by the City, in order to accomplish construction and maintenance activities directly related to improvements for the health, safety and welfare of the public, Grantee promptly shall remove its Facilities from the Public Right-of-Way or shall relocate or adjust its Facilities within the Public Right-of-Way at no cost to the City, providing such request binds all users of such Public Right-of-Way. Such relocation or adjustment shall be completed as soon as reasonably possible within the time set forth in any written request by the City for such relocation or adjustment, providing that the City shall use its best efforts to provide Grantee with a minimum of one hundred eighty (180) days advance notice to comply with any such relocation or adjustment. Any damages suffered by the City or its contractors as a result of Grantee's failure to timely relocate or adjust its Facilities shall be borne by Grantee. Grantee shall designate one (1) person within its organization by his/her employment position to whom relocation notices shall be sent and with whom rests the responsibility to facilitate all necessary communications within Grantee's various areas.
- g. Where a project referenced in the preceding subsection is primarily for private benefit (provided, however, that projects that are a part of a City-created tax increment financing or transportation development district are not considered primarily for private benefit), the City shall require, as a condition of its approval of any request for alteration of the Public Right-of-Way from any private party or parties, that such private party or parties shall reimburse Grantee for the cost of relocation. Grantee understands however that the City has no obligation to collect such reimbursement.

SECTION 4. COMPENSATION TO THE CITY.

- a. In consideration of this Contract Franchise, Grantee agrees to remit to the City a franchise fee of 5.00% of Gross Receipts. To determine the franchise fee, Grantee shall calculate the Gross Receipts and multiply such receipts by 5.00%. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract franchise shall continue to be based on a sum equal to 5.00% of Gross Receipts, unless the City notifies Grantee prior to ninety days (90) before the end of the calendar year that it intends to switch to an Access Line Fee in the following calendar year; provided, such Access Line Fee shall not exceed the maximum Access Line Fee allowed by Kansas Statute. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back; provided the City notifies Grantee prior to ninety days (90) before the end of the calendar year.
- b. Beginning January 1, 2019, and every thirty-six (36) months thereafter, the City, subject to the public notification procedures set forth in K.S.A. 12-2001(m), and amendments thereto, may elect to adopt an increased Access Line Fee or Gross Receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the Access Line Fee.

- c. Grantee shall pay on a quarterly basis-, without requirement for invoice or reminder from the City, and within forty-five (45) days of the last day of the quarter for which the payment applies, franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- d. Upon written request by the City, but no more than once per quarter, Grantee shall submit to the City a statement, executed by an authorized officer of Grantee or his or her designee, showing the manner in which the franchise fee was calculated for the period covered by the payment.
- e. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.
- f. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee, as provided in K.S.A. 12-2001(b). Grantee shall fully cooperate in making reasonably available its records and otherwise assisting in these activities as is necessary for City to reasonably verify the correctness of the franchise fees paid by Grantee in the year subject to audit. Grantee agrees that, where it is required to remit additional franchise fees as a result of an audit, it agrees to pay interest as provided in Section 4(c) required for late payment on such additional franchise fees computed from the date on which such additional franchise fees were due and payable.
- g. Unless previously paid, within sixty (60) days after the Effective Date of this Contract Franchise, Grantee shall pay to the City a one-time application fee of One Thousand Dollars (\$1,000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract Franchise.
- h. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and amendments thereto. The franchise fee is compensation for use of the Public Right-of-Way and shall in no way be deemed a tax of any kind.
- i. Pursuant to K.S.A. 12-2001(n), the City is hereby exercising its option to require Grantee to collect and remit an Access Line (franchise) Fee or Gross Receipts (franchise) fee to the City on those Access Lines resold to another Telecommunications Local Exchange Service Provider. Accordingly, Grantee shall remit an Access Line (franchise) Fee or a Gross Receipts (franchise) fee to the City on those Access Lines that have been resold to another Telecommunications Local Exchange Service Provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a contract franchise ordinance. Such Access Line (franchise) Fee or Gross Receipts (franchise) fee shall be in the same amount or percentage as the franchise fee set forth in subsection 4.a. hereinabove. Grantee shall notify the City in writing within seven (7) business days after the completion of any agreement or other transaction through which Grantee agrees to allow another Telecommunications Local Exchange Service Provider to resell Grantee's services.

SECTION 5. INDEMNITY AND HOLD HARMLESS.

- a. It shall be the responsibility of Grantee to take adequate measures to protect and defend its Facilities in the Public Right-of-Way from harm or damage. If Grantee fails to accurately or

timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 *et seq.*, it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their gross negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's Facilities.

- b. Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the degree that it is found by a court of competent jurisdiction to be caused by the negligence, gross negligence or wrongful act of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public Right-of-Way.
- c. The indemnity provided by this Section does not apply to any liability to the extent such liability results from the negligence of the City, its officers, employees, contractors or subcontractors. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity.
- d. Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the Public Right-of-Way.

SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND.

- a. During the term of this Contract Franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed, authorized, or permitted to do business in the State of Kansas. Grantee shall provide not less than the following insurance:
 - (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
 - (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims-made basis, with a limit of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury (including death), personal injury and property damage. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Contract Franchise.
- b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide the coverage provided in Section 6(a) above, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.

- c. Grantee shall, as a material condition of this Contract Franchise, prior to the commencement of any work and within fifteen (15) days of any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance reasonably satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed-. Grantee will provide notice to the city not less than thirty (30) days prior to any insurance cancellation or material change with respect to areas and entities covered without first giving the City thirty (30) days prior written notice. Grantee shall provide to the City, on request, the policy declarations page and a certified copy of the policy in effect, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.
- d. Grantee shall, as a material condition of this Contract Franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of \$50,000.00, payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Public Right-of-Way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City in form and substance. At Grantee's election, any performance bond previously provided by Grantee to the City under City Ordinance No. 2398 (2019) may be applied to its obligations, in whole or in part, under this paragraph.

SECTION 7. REVOCATION AND TERMINATION.

In case of failure on the part of Grantee to comply with any of the provisions of this Contract Franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract Franchise, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this Contract Franchise shall be deemed revoked or terminated, provided that said revocation or termination, shall not take effect until the City has completed the following procedures:

- a. Before the City proceeds to revoke and terminate this Contract Franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Contract Franchise.
- b. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Contract Franchise by an affirmative vote of the governing body of the City present at the meeting and voting, setting out the grounds upon which this Contract Franchise is to be revoked and terminated; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the governing body's consideration, and shall have the right to address the governing body regarding such matter.
- c. Upon any determination by the City Council to revoke and terminate this Contract Franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Contract Franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Contract Franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract Franchise shall not be a ground for the revocation or

termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.

Nothing herein shall prevent the City from invoking any other remedy that may otherwise exist at law.

SECTION 8. RESERVATION OF RIGHTS.

- a. The City specifically reserves its right and authority as a customer of Grantee and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient Telecommunications Services and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.
- b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas (including but not limited to the City's "home rule" authority), nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In entering into this Contract Franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract Franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

SECTION 9. FAILURE TO ENFORCE.

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

SECTION 10. TERM AND TERMINATION DATE.

- a. This Contract Franchise shall be effective for a term beginning on the Effective Date (defined below) of this Contract Franchise and ending on that date which is two (2) years thereafter. Thereafter, this Contract Franchise will renew for two (2) additional one (1) year terms, unless either party notifies the other party of its intent to terminate this Contract Franchise at least one hundred and eighty (180) days before the termination of the then-current term. The additional term shall be deemed a continuation of this Contract Franchise and not as a new franchise or amendment.
- b. Upon written request of either the City or Grantee, this Contract Franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract Franchise granted to Grantee or the compensation to be received by the City hereunder.

- c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire Contract Franchise. In the event of such invalidity, if Grantee is required by law to enter into a Contract Franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract Franchise.
- d. Amendments under this Section, if any, shall be made by Contract Franchise ordinance as prescribed by statute. This Contract Franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this Section.
- e. In the event the parties are actively negotiating in good faith a new Contract Franchise ordinance or an amendment to this Contract Franchise upon the termination date of this Contract Franchise, the parties by written mutual agreement may extend the termination date of this Contract Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract Franchise and not as a new contract franchise ordinance or amendment.

SECTION 11. POINT OF CONTACT AND NOTICES.

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Grantee to the City may be made by telephone to the City Administrator or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. "Business day" for purposes of this section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

To the City:
City of Prairie Village, Kansas
7700 Mission Road
Prairie Village, Kansas 66208
Attn: City Administrator

To Grantee:
Unite Private Networks, LLC
120 W. 12th St., 11th Floor
Kansas City, Missouri 64105
Attn: VP Real Estate

or to replacement addresses that may be later designated in writing.

SECTION 12. TRANSFER AND ASSIGNMENT.

This Contract Franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to a wholly owned parent or subsidiary, or between wholly owned subsidiaries, or to an entity with which Grantee is under common ownership or control, upon written notice to the City. In the event of any transfer or assignment of either this Contract Franchise or Grantee's business or assets, Grantee shall: timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. Additionally, Grantee's obligations under this Contract Franchise with regard to indemnity, bonding and insurance shall continue until the transferee or assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment. In the event an entity acquires substantially all of the assets of Grantee, said successor entity shall be allowed to operate under this Contract Franchise for up to one hundred and eighty days from the date of transfer; provided, within

thirty (30) days from the date of transfer said successor entity makes application with the City for either a new ordinance or the transfer of this Contract Franchise, and provides the City with written evidence satisfying the obligations under this Contract Franchise with regard to indemnity, bonding and insurance.

SECTION 13. CONFIDENTIALITY.

Information provided to the City under this Contract Franchise or K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215, 60-432, and 66-1220a, *et seq.*, and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorneys' fees, arising from the actions of Grantee, or of the City-, at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Contract Franchise.

SECTION 14. ACCEPTANCE OF TERMS.

Grantee shall have sixty (60) days after the final passage and approval of this Contract Franchise to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Contract Franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Contract Franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the state of Kansas, and such contract shall be deemed effective on the later of the date Grantee files acceptance with the City or publication of this Contract Franchise in accordance with applicable Laws (the "Effective Date"). This Contract Franchise sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter, including but not limited to City Ordinance No. 2398 (2019).

SECTION 15. PAYMENT OF PUBLICATION COSTS.

In accordance with Kansas statute, Grantee shall be responsible for payment of all costs and expense of publishing this Contract Franchise, and any amendments thereof.

SECTION 16. SEVERABILITY.

If any clause, sentence, or section of this Contract Franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Contract Franchise invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Contract Franchise.

SECTION 17. FORCE MAJEURE.

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

SECTION 18. PUBLICATION.

The City Clerk is hereby directed to publish this Ordinance once in the official city newspaper.

[Signature Page Follows Directly]

PASSED by the City Council of the City of Prairie Village, Kansas on _____, 2023.

APPROVED by the Mayor on _____, 2023.

CITY OF PRAIRIE VILLAGE, KANSAS

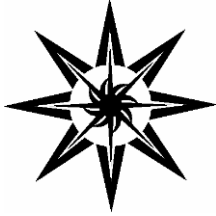
Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

David E. Waters, City Attorney



ADMINISTRATION
City Council Date: July 17, 2023

Consent Agenda: Consider an Ordinance approving the Prairie Village Jazz Festival as a Special Event and Authorizing the Sale, Consumption and Possession of Alcoholic Liquor and Cereal Malt Beverages within the Boundaries of a Barricaded Public Areas of the Event.

RECOMMENDATION:

Staff recommends that the City Council approve Ordinance 2487 approving the Prairie Village Jazz Festival as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded public areas of the event.

BACKGROUND:

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

The JazzFest Committee requests that the City approve the Prairie Village Jazz Festival on Saturday, September 9, 2023 as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas at the event.

ATTACHMENTS:

Draft Ordinance No. 2487
Map

PREPARED BY:

Meghan Buum
Assistant City Administrator

Date: July 11, 2023

ORDINANCE NO. 2487

AN ORDINANCE APPROVING THE PRAIRIE VILLAGE JAZZ FESTIVAL AS A SPECIAL EVENT AND AUTHORIZING THE SALE, CONSUMPTION AND POSSESSION OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGES WITHIN THE BOUNDARIES OF BARRICADED PUBLIC AREAS AT SUCH EVENT

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

Section 1. Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibitions concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

Section 2. In accordance with such authority, the City approves the Prairie Village Jazz Festival as a special event to be held at Harmon Park on September 9, 2023.

Section 3. Authorization is given to barricade the area outlined on the attached Exhibit A during such event. A smaller area may be selected based on the size of the event, but the event boundary may not be expanded.

Section 4. Vendors holding the appropriate license from the State of Kansas to sell alcoholic liquor and cereal malt beverages may, in accordance with all applicable state laws and municipal ordinances, sell alcoholic liquor and cereal malt beverages in the area designated by the Division of Alcoholic Beverage Control within the barricaded area during the event.

Section 5. Event attendees may buy, possess, and consume alcoholic liquor and cereal malt beverages within barricaded area on September 9, 2023.

Section 6. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official newspaper of the City of Prairie Village, Kansas as provided by law.

PASSED AND ADOPTED BY THE GOVERNING BODY THIS 17th DAY OF JULY, 2023.

CITY OF PRAIRIE VILLAGE, KANSAS

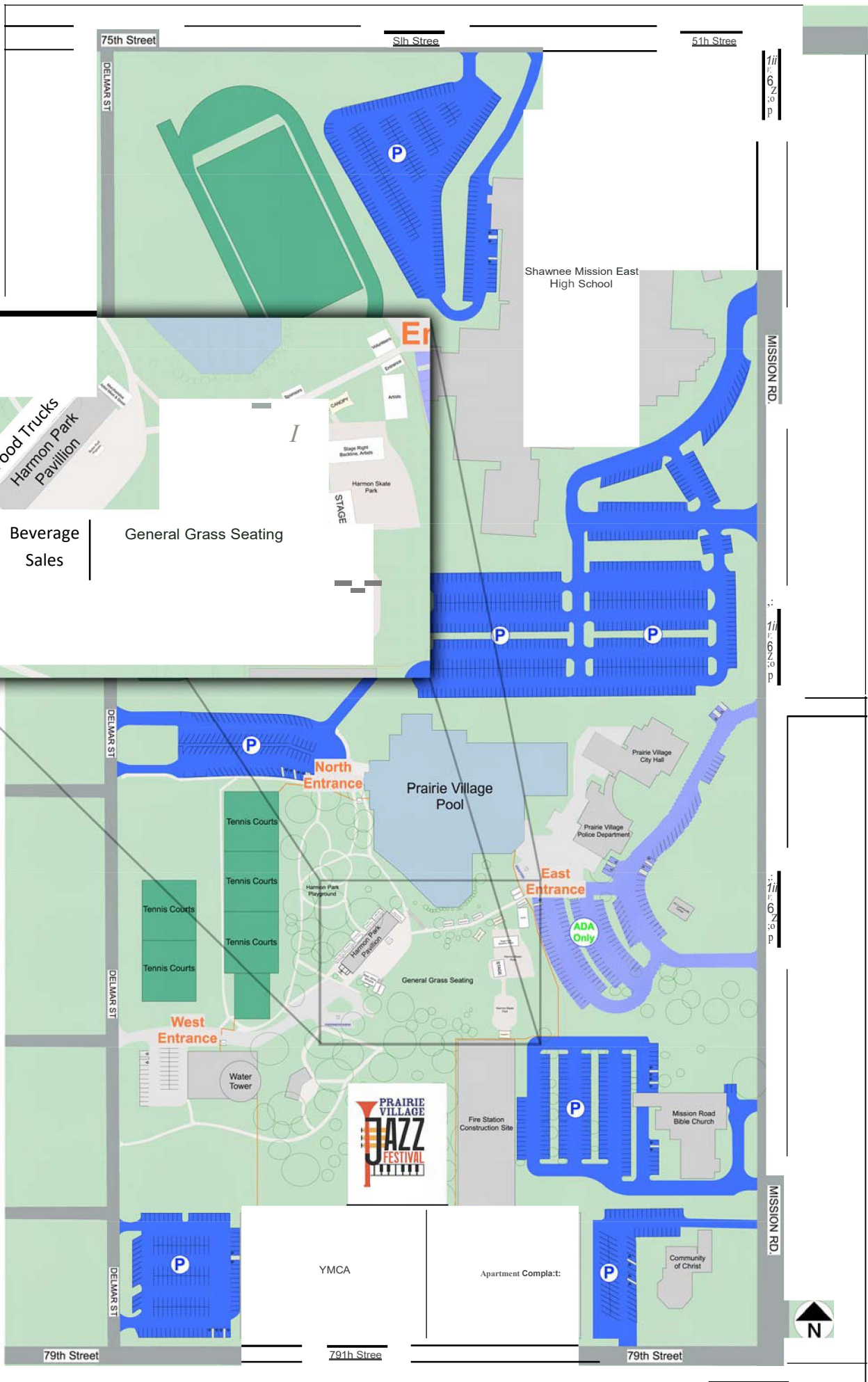
Eric Mikkelson, Mayor

ATTEST:

APPROVED AS TO FORM:

Adam Geffert
City Clerk

David Waters
City Attorney



Food Trucks
Harmon Park Pavilion

Beverage Sales

General Grass Seating

STAGE

Harmon Skate Pavilion

Stage Right Building, Artists

Entrance

Artists

Entrance



ADMINISTRATION
Meeting Date: July 17, 2023

Consent Agenda: Consider request for Alcoholic Beverage Waiver for Harmon Park for the Prairie Village Jazz Festival

RECOMMENDATION:

Recommend the City Council approve an Application for Alcoholic Beverage Waiver to allow the serving of alcoholic beverages at Harmon Park on Saturday, September 9, 2023 in conjunction with the Prairie Village Jazz Festival.

BACKGROUND:

Section 12-110 of the City Code generally prohibits the consumption of alcoholic liquor or cereal malt beverages in City parks. By Ordinance 2011, adopted in 2001, the City allows the sale and consumption of alcoholic liquor and/or cereal malt beverages in Harmon Park, for certain City approved functions which are sponsored by the City, as long as the “applicant” obtains prior approval by the governing body, and the State required permit allowing alcoholic beverages to be served at the special event has been obtained. The applicant is required to provide appropriate security measures and comply with local and state laws governing sale and consumption of alcoholic beverages.

The Prairie Village Jazz Festival is scheduled for Saturday, September 9, 2023 on the Municipal Campus and Harmon Park. Food and alcohol will be sold during the hours of the event. The area will be secured. Police will be on the grounds during the event. All persons drinking alcohol will be required to wear a wristband following verification that they are of age to drink. The alcoholic beverages will be served under a permit issued by the State Alcoholic Beverage Control Division to the City of Prairie Village. The waiver is contingent upon the issuance of the temporary permit.

ATTACHMENTS

Application for Alcoholic Beverage Waiver

PREPARED BY

Meghan Buum
Assistant City Administrator

DATE

July 11, 2023



**APPLICATION FOR ALCOHOLIC BEVERAGE
WAIVER FOR HARMON PARK
City of Prairie Village, Kansas**

1. Date/Time Application Filed 07/11/2023

2. Name/Date/Time of the Event PV Jazz Festival, 9/9/2023, 3 p.m. -10:30 p.m.

Section 12-110 of the City Code provides for an exemption to allow the sale and consumption of alcoholic liquor and cereal malt beverage at Harmon Park in conjunction with an approved City function upon approval of the Governing Body.

3. Alcoholic Beverage Provider City of Prairie Village

Address 7700 Mission Road, Prairie Village, KS 66208

Daytime Phone 913-385-4662

Does the Alcoholic Beverage Provider have a License from the State of Kansas to serve alcoholic beverage?

☐	Yes	☒	No
--------------------------	-----	-------------------------------------	----

License #: Applying for temporary permit, number TBD

Registered to do business in the State of Kansas?

☒	Yes	☐	No
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4. Name of Sponsoring Organization/Applicant: Prairie Village JazzFest Committee

Address: 7700 Mission Road, Prairie Village, KS 66208

Phone: 913-381-6464

What measures will be taken to provide security to insure health & safety during the event?

The grounds will be secured. All persons drinking alcohol will have identification checked and be given a wristband to be worn. Police Department staff will be on site throughout the event and Med-Act will be on site.

5. Event Coordinator J.D. Kinney

6. Service Location Harmon Park

7. Total Number of Persons Estimated 3,000

8. Liability Insurance Information – The Alcoholic Beverage Provider and the Applicant shall provide evidence of general liability insurance naming the City as an additional insured as a condition to approval of this Alcoholic Beverage Waiver.
9. Applicant agrees to release, indemnify, hold harmless and defend the City of Prairie Village, Kansas and its' officials and representatives from any claims arising out of the above stated event.



Signature of applicant

JazzFest Committee Chairman

Title

10. The Applicant or the Alcoholic Beverage Provider shall provide evidence of the issuance of a Temporary Permit by the Kansas Department of Revenue, Alcoholic Beverage Control Division, for the event described in this Application as a condition to approval of the Alcoholic Beverage Waiver.

Application for this Alcoholic Beverage Waiver is:

Approved _____ Disapproved _____

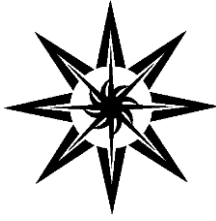
Mayor Eric Mikkelson

City Clerk – Adam Geffert

Date

Date

Additional information or requirements set forth by Governing Body as a provision for approval of this permit.



ADMINISTRATION

**City Council Date: July 17, 2023
CONSENT AGENDA**

Consider approval of short-term special use permit for the KU Kickoff Event at Corinth Square

BACKGROUND

The Corinth Square Shopping Center hosts the KU Kickoff event annually to celebrate the start of the University of Kansas football season. Alcohol will be served in a barricaded area during the event. Per the Kansas Alcoholic Beverage Control Division, a City ordinance is not required for the extension because the event will be held entirely on private property. Tenants that wish to serve alcohol outside of their normal facilities will still be required to get a temporary premise extension from the State. The Prairie Village Police Department is aware of the event and will coordinate with the shopping center as needed. The event will be held on Friday, August 25, from 6:00 p.m. to 9:00 p.m.

RECOMMENDED MOTION

Staff recommends that the City Council approve a short-term special use permit approving the KU Kickoff Event at Corinth Square.

ATTACHMENTS:

Short-Term Special Use Permit application
Site Map

PREPARED BY:

Adam Geffert
City Clerk
July 12, 2023



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

Application Date: 7/12/23
\$25 Application fee

Name LAURIE MORRISSEY

Email address LAURIE@MCONNECTIONS.COM (circle one) Mail copy OR Email copy to me

Organization CORINTH SQUARE Phone 913 484 5070

Address 83rd & MISSION City / State / Zip PV, KS 66207

Is the organization (check all that apply):

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

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

Please give a complete description of proposed use: KO KICKOFF EVENT

Location: CORINTH SQUARE

Attach any descriptive materials such as plans, maps or size dimensions, etc. to better illustrate the proposed use.

Please indicate what types of signs, flags or other devices will be used to attract attention:
JAYHAWK - inflatable - the afternoon of the event.

Date(s) of Event FRI. 8/25

Hours of Operation: 6PM - 9PM

Estimated accumulation of automobiles 100+ and persons 800++

Other characteristics and effects on neighborhood: community event.

Submitted by:

Laurie Morrissey
(Signature of applicant)

See reverse for conditions of approval

Amount received \$2500 Date 7/12/23 Rec'd by SV
#061506

As outlined in Chapter 19.34 of the Prairie Village Municipal Code, the City Council may, upon application by the proponent, issue a short-term temporary use permit for a period of no more than thirty days for the use of a specific parcel of land for such temporary uses as charitable, civic, or sales and activities, trade shows, street fairs, expositions, promotional ventures and entertainment, without publication or posted notice, provided the following conditions are met:

1. The applicant shall submit in written form a complete description of the proposed use, including drawings of proposed physical improvements, estimated accumulation of automobiles and persons, hours of operation, length of time requested, and other characteristics and effects on the neighborhood;
2. If approved, a specific time period shall be determined and the short-term permit shall not be operated longer than the period stipulated in the permit;
3. Upon the cessation of the short-term permit, all materials and equipment shall be promptly removed and the property restored to its normal condition. If, after giving full consideration to the effect of the requested short-term permit on the neighborhood and the community, the Mayor or his/her designee deems the request is reasonable, the permit for the short-term use may be approved. Conditions of operation, provision for surety bond, and other reasonable safeguards may be written into the permit. **In addition, the Chief of Police and/or the Fire Chief may impose requirements or restrictions when public safety or the general welfare of the public is a matter of concern based on the venue or expected volume of participants.** Such permit may be approved in any zoning district.
4. A fee of twenty-five dollars shall be charged for the applicant for each short-term special use permit.
5. If the applicant is not the property owner, a letter shall be supplied to the City from the Owner, and the tenant, if applicable; stating that the activity meets their approval.

If you plan on having a large tent or open flames, contact Consolidated Fire District No. 2 at 913-432-1105.

If you are serving food, contact the Kansas Department of Agriculture, Food Safety & Lodging at 785-296-5600.

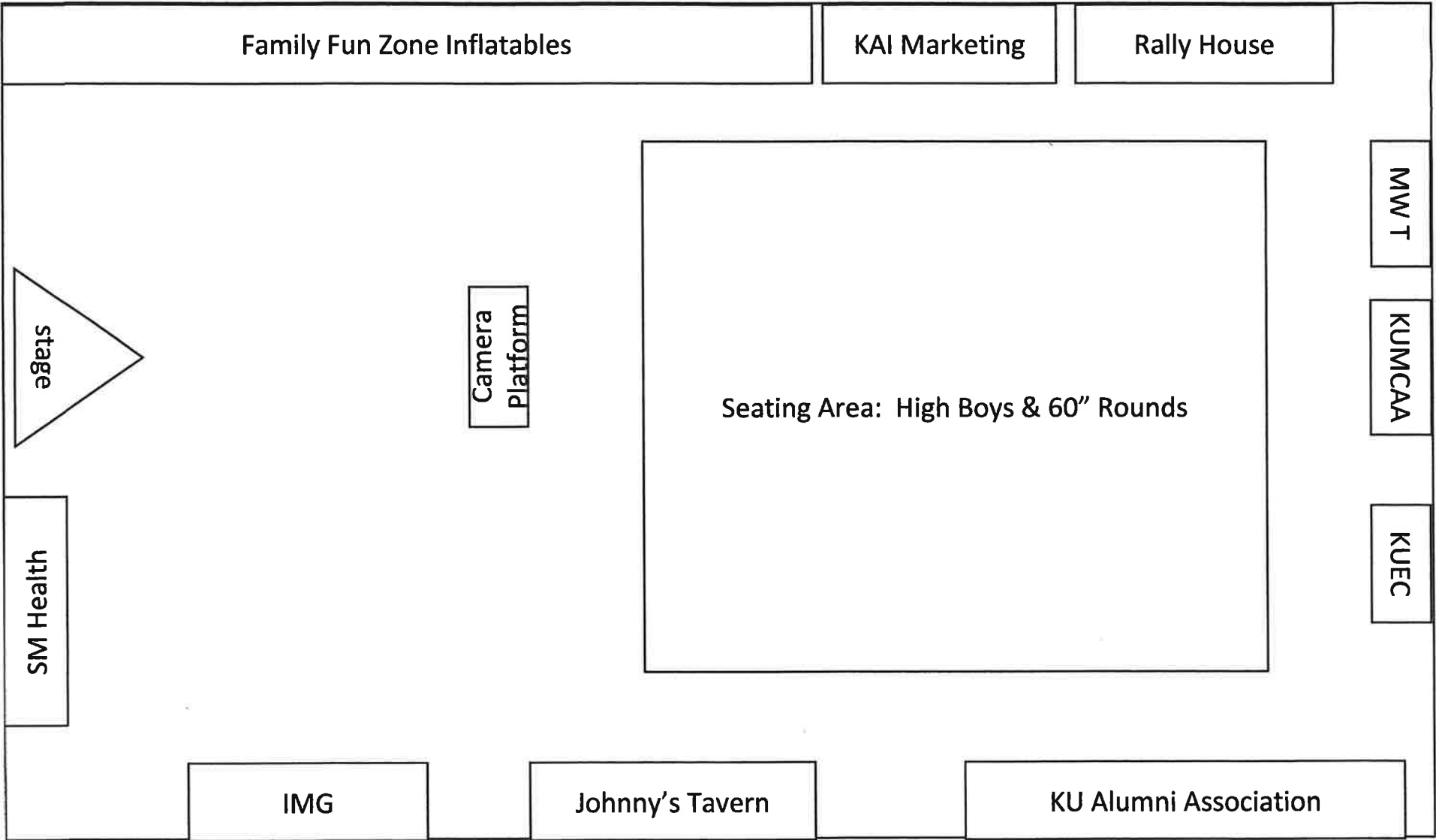
Date application approved: _____

Conditions of approval:

Mayor Eric Mikkelson

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PUBLIC WORKS DEPARTMENT

Council Meeting Date: July 17, 2023

DISCUSS CITY HALL IMPROVEMENT OPTIONS AS PRESENTED TO FINANCE COMMITTEE

RECOMMENDATION

Authorize staff to move forward with implementation of City Hall Improvements as recommended by the Finance Committee.

BACKGROUND

The City Hall Improvements Project started in 2020 with a feasibility study and has progressed per the following phases:

Feasibility Study (2020)- Determine minimal renovations would improve staff security and operational flow. This study is the foundation for the basic renovation option.

Facility Assessment (2022)- Analyze current condition and viability of existing site, building and systems for future renovation/expansion. While the assessment found no structural issues that warrant a full building replacement, if renovation occurs on any of the three structures, City Hall, Community Center and Police Department, there are system improvements to mechanical, electrical and sanitary that may be required to address code compliance and aging infrastructure.

Programming (2022)- Determine space needs, adjacency requirements of staff and plan for growth needs. This phase assists in determining overall square footage required for staff, support areas and compared to existing facilities. The programming along with the facility assessment ensure that space is being utilized efficiently and to provide for appropriate adjacencies in this or future renovations.

Concept Development (Feb 2023)- Utilize programming phase to develop conceptual options. Three potential concepts have been developed to present to the Governing Body based on the programming needs and costs. Renovation concepts were presented to the Governing Body at the February 11, 2023 work session. Costs of renovation helped to determine that the next step should include a concept with full reconstruction of City Hall. The design team moved forward to develop three concepts for basic renovation, heavy renovation/addition and new construction.

Concept Development (June 2023)- Three concepts were presented to the Finance Committee on June 27, 2023 with motion to present to full Council to include the recommendation that the City pursue a new construction with cost ceiling of \$30 million.

Upon approval of the path for implementation, a design contract addendum will be brought forth for the remaining phases of design development, followed by Owner's Representative and Construction Manager agreements as appropriate.

If the new construction path is approved, the design team will come back to the Governing Body with three options for new construction prior to moving forward with Schematic Design.

ATTACHMENTS

1. Presentation of City Hall Improvement Options

PREPARED BY

Melissa Prenger, City Engineer

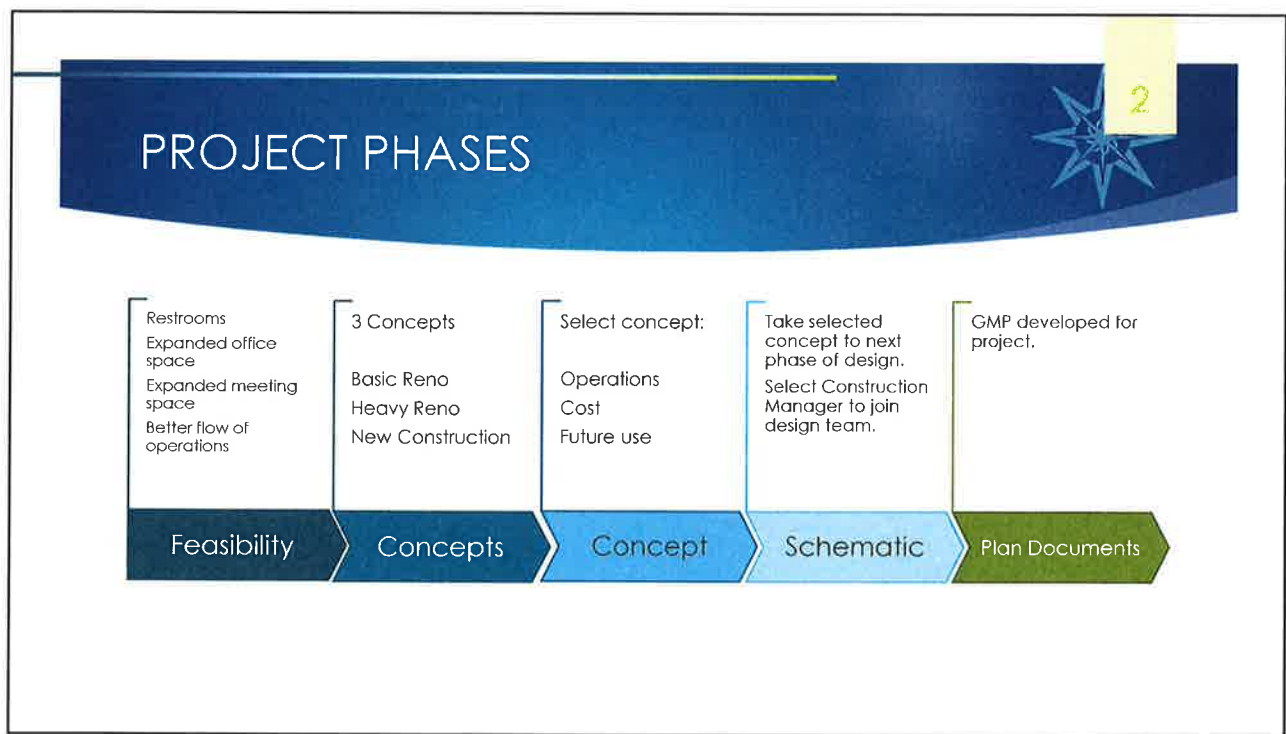
July 11, 2023



City Hall
Improvements

27 JUNE 2023

1



2

EXISTING CONDITIONS

STRUCTURAL

3

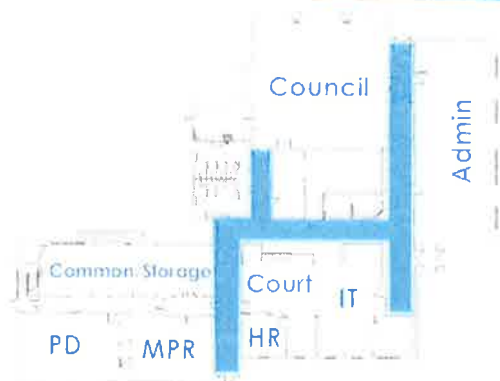
- Lacks thermal zoning
- Roof not fully insulated
- Lacks proper fire protection
- Windows are not thermally efficient
- Electrical service does not meet code
- Electrical distribution is past service life
- Plumbing has reached its life expectancy
- Construction is residential in nature

3

EXISTING CONDITIONS

OPERATIONAL

4



- Lacks separation of staff / public spaces
- Offices located in closets/old conference spaces
- Lacks conference rooms and storage
- Thermal comfort
- Security

4

				5	Programming
1.1	Departments				
1.1.1	Finance	3 office and 1 open	554		
1.1.2	Code Enforcement	2 open	144		
1.1.3	City Clerk - Administration	2 office, 2 open and 3 window Shared workroom	697		
1.1.4	Parks & Rec	2 open	190		
1.1.5	Municipal Court	2 office, 4 open and 1 conf room for prosecutor, witness room, 3 window, Secure area	1,712		
1.1.6	Information Services	2 office, 2 open, workarea Secure area	1,113		
1.1.7	Human Resources	1 office and 1 open	270		
1.1.8	Executive Team/Mayor	5 office and 2 open	1,386		
1.2	Auxiliary/Shared Spaces	Council chambers, council kitchen, restrooms (prv & pub), lobby, conference rooms, MPR, break room, general storage, art gallery, wellness room, file storage, mechanical room, telecom, etc.	12,116		
			Total	18,182	
			Existing GSF	15,500	
			New Area Required	2,682	

5

EXISTING CONDITIONS

POLICE DEPARTMENT

6

Lacks thermal zoning

Thermal inefficiencies due to type of roof

Electrical systems at end of life in 5-10 years

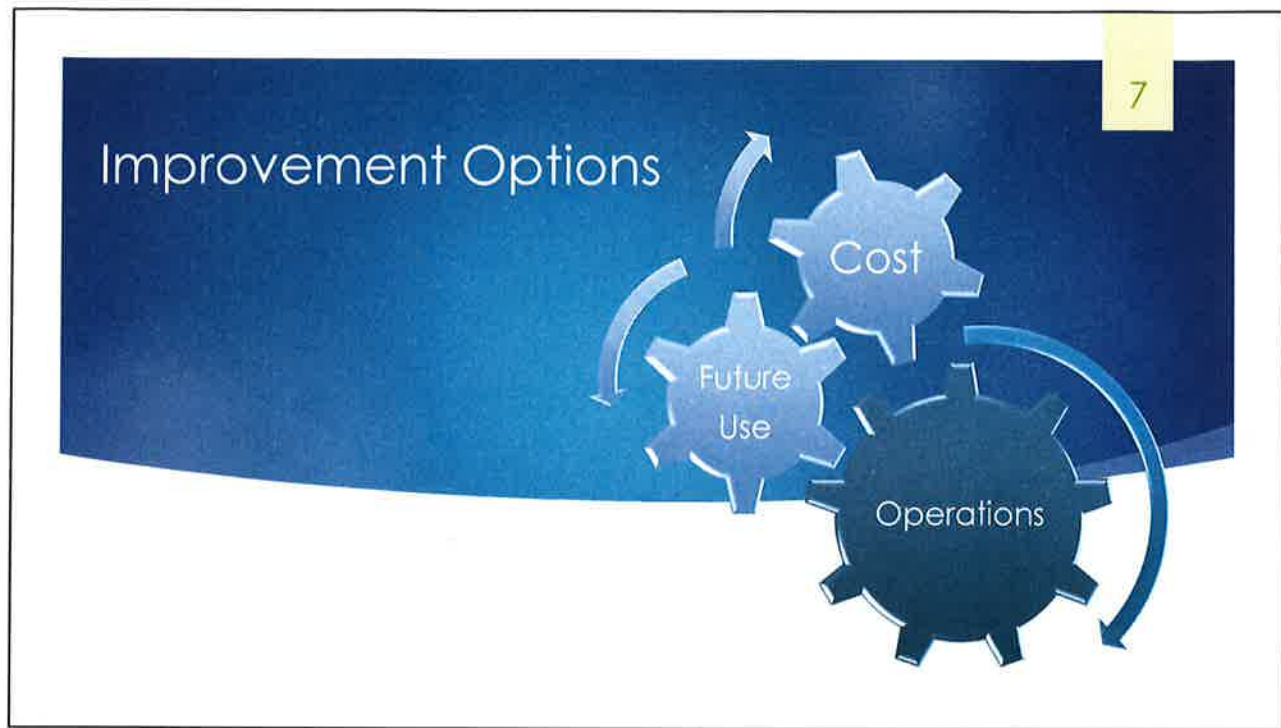
Space

Storage

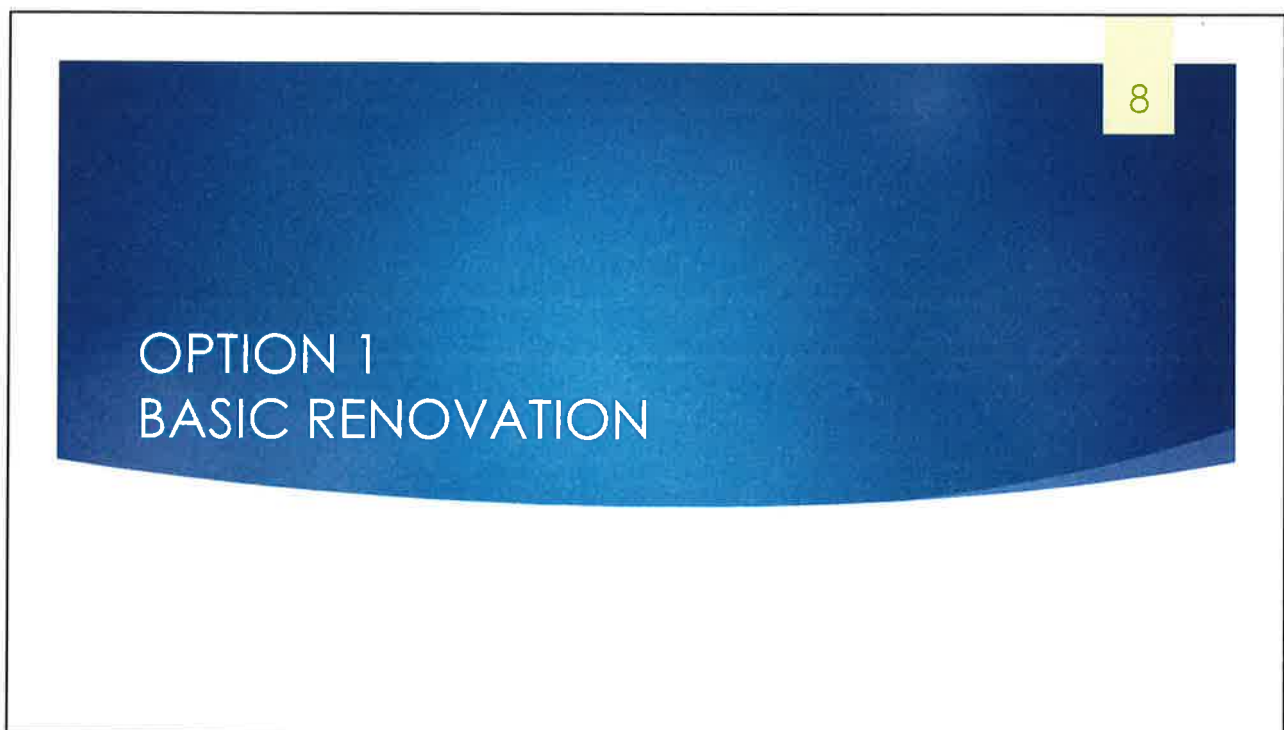
Offices in old closets, interview rooms, etc.

No room to grow roll call, evidence, locker rooms

6



7



8

9

PROGRAM ITEMS OMITTED

Future Work Stations (5)
 Current Work Stations (1)
 Shared Workroom (CC)
 Licensing Photo Space (CC)

Judges Office (MC)
 Witness Room (MC)
 Fingerprint Station (MC)

Dedicated Electrical Room
 Heat Pump Room(s)
 Lateral Storage
 Table/Chair Storage
 ADA access to Lower Level

OPTION 1

BASIC RENOVATION



9

+
 Separate Staff/Public Areas
 Maintain Existing Footprint

-
 Inability To Meet LEED Gold
 Programming Omitted
 Phased Construction
 Operations
 Future Use



OPTION 1 BASIC RENOVATION

10

11

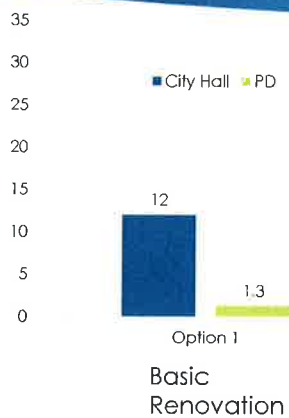
OPTION 1 BASIC RENOVATION

	QNTY	UNIT	UNIT COST	AMOUNT
Estimate of Probable Construction Costs				\$8,534,100
Light Renovation	8,548	SF	\$225	\$1,923,300
Heavy Renovation	7,393	SF	\$400	\$2,957,200
New Construction - 1 story (incl. Site Work)	325	SF	\$650	\$211,250
New Construction (PD Garage & Site Work)	1	LS	\$800,000	\$800,000
Site Work	1	LS	\$950,000	\$950,000
Community Center	1,800	SF	\$150	\$270,000
Preliminary Total				\$7,111,750
Phasing Costs			20%	\$1,422,350
Soft Costs			40%	\$3,413,640
Estimate of Probable Project Costs				\$11,947,740

11

12

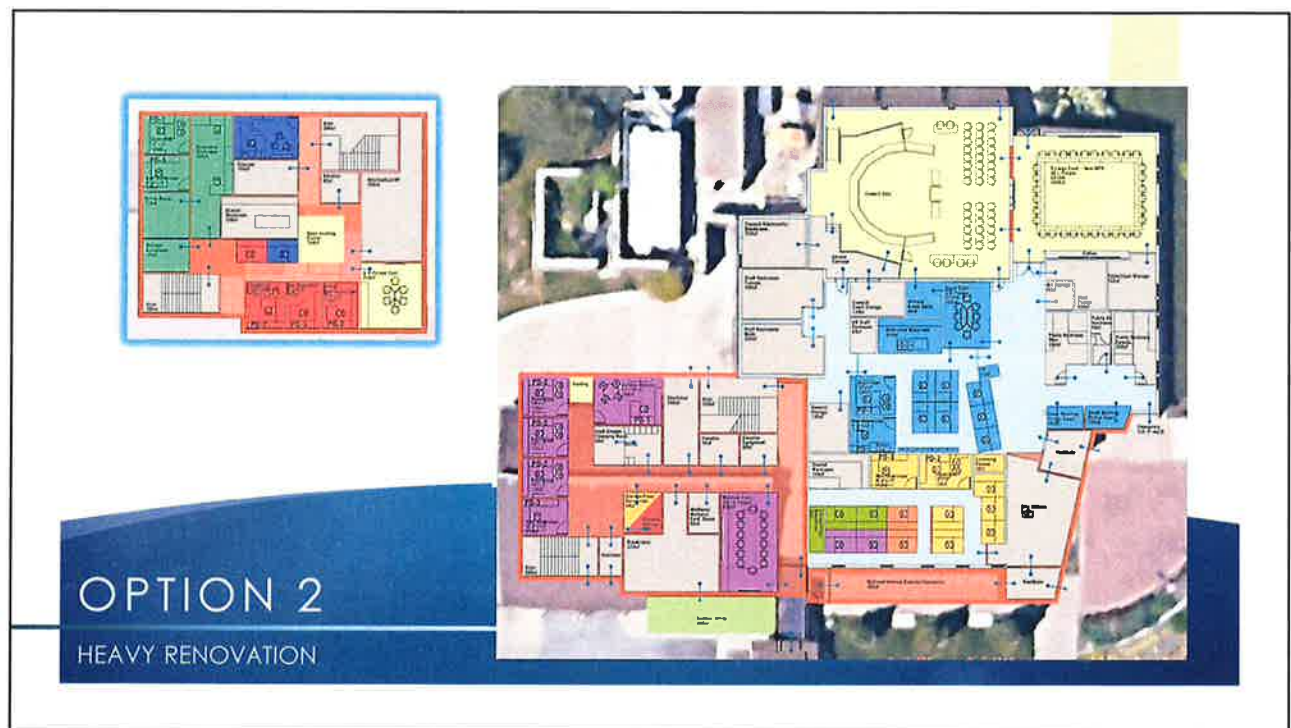
Cost Comparison



12



13



14

PROGRAM ITEMS OMITTED

Future Work Stations (5)
 Current Work Stations (1)
 Shared Workroom (CC)
 Licensing Photo Space (CC)

Judges Office (MC)
 Witness Room (MC)
 Fingerprint Station (MC)

Dedicated Electrical Room
 Heat Pump Room(s)
 Lateral Storage
 Table/Chair Storage
 ADA access to Lower Level

OPTION 2**HEAVY RENOVATION**

15

15

+
 Maintaining similar footprint
 MPR can be used as overflow
 Separation Staff/Public
 Separate entrances
 Interior art storage
 Operations
 Achieve LEED Gold

-
 Maintaining similar footprint
 space for que
 phased construction
 reconstructing most of City Hall
 Removes workout facility
 Future use



16

OPTION 2 HEAVY RENOVATION

16

17

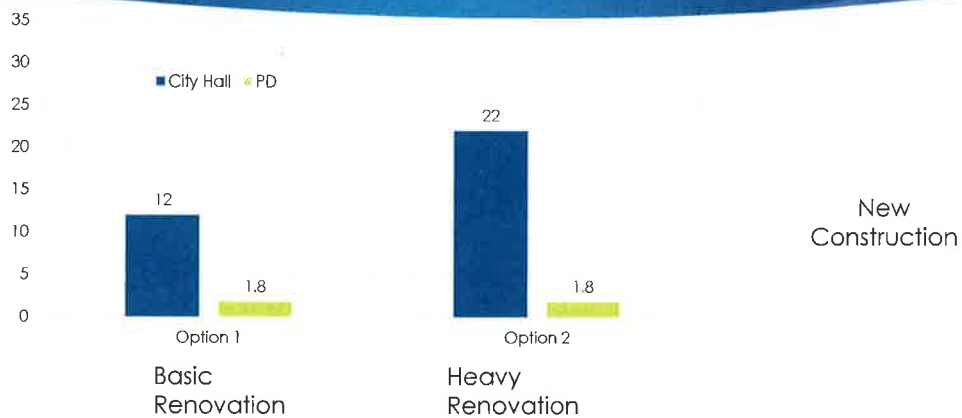
OPTION 2 HEAVY RENOVATION

	QNTY	UNIT	UNIT COST	AMOUNT
Estimate of Probable Construction Costs				\$15,549,660
Demolition (incl. Site Prep)	9,623	SF	\$100	\$962,300
Light Renovation	3,006	SF	\$250	\$751,500
Heavy Renovation	4,905	SF	\$450	\$2,207,250
New Construction - 2 story (excl. Site Work)	11,245	SF	\$600	\$6,747,000
New Construction (PD Garage & Site Work)	1	LS	\$800,000	\$800,000
Site Work	1	LS	\$950,000	\$950,000
Community Center	1,800	SF	\$300	\$540,000
Preliminary Total				\$12,958,050
Phasing Costs			20%	\$2,591,610
Soft Costs			40%	\$6,219,864
Estimate of Probable Project Costs				\$21,769,524

17

18

Cost Comparison



18

19

OPTION 3 NEW CONSTRUCTION

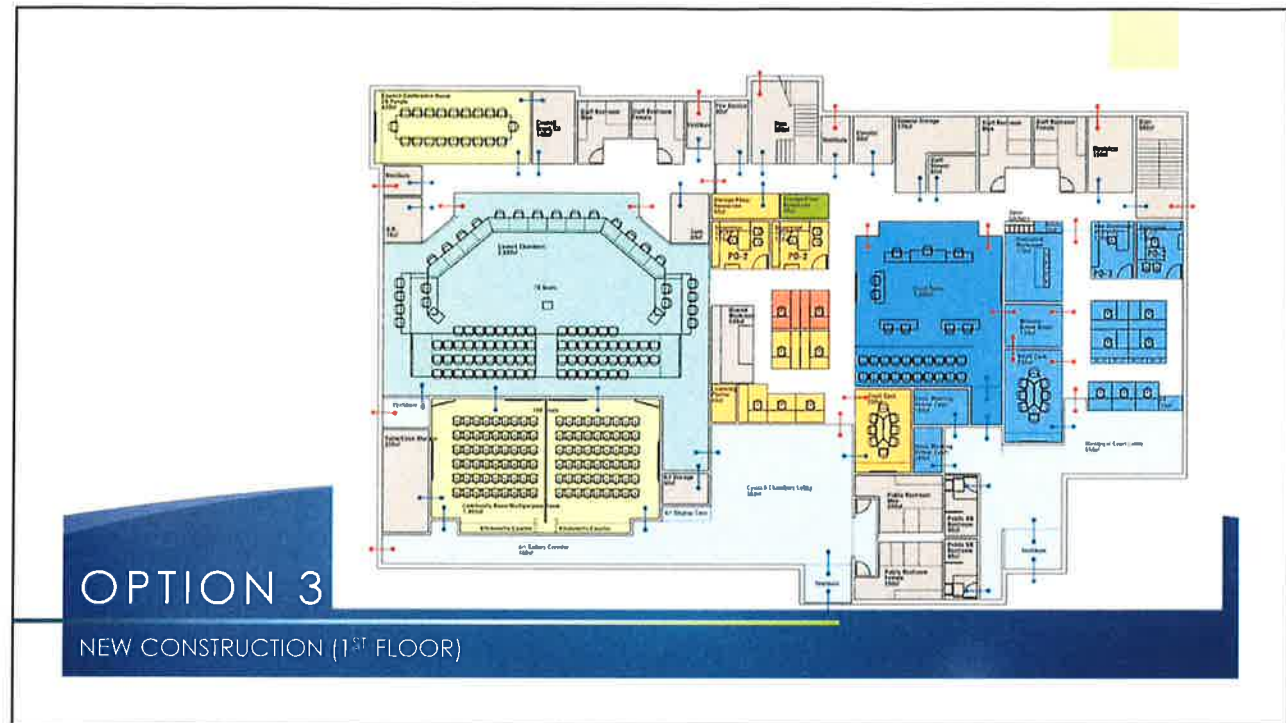
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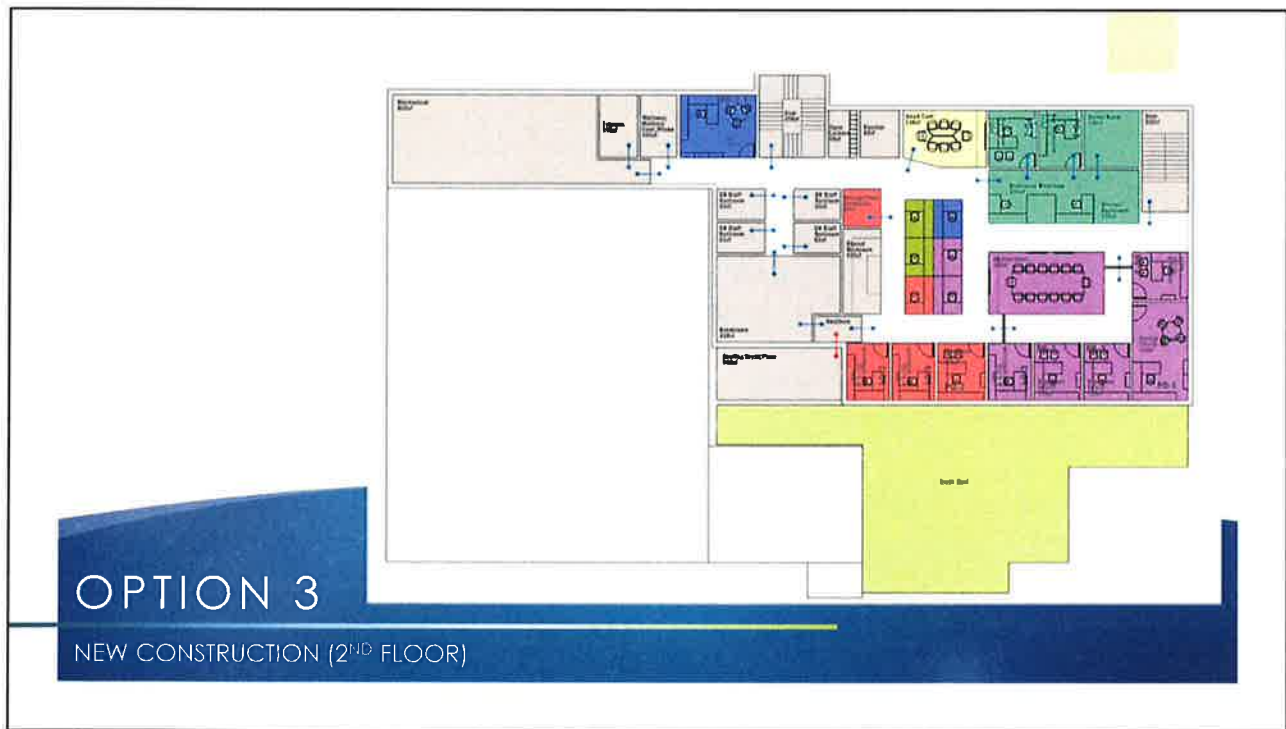
1.1	Departments		
1.1.1	Police	Police and Topics	354
1.1.2	Code Enforcement	Code Enforcement	144
1.1.3	City Clerk - Administration	City Clerk - Administration	681
1.1.4	Public Works	Public Works	1,180
1.1.5	Municipal Court	Municipal Courtroom	3,922
1.1.6	Information Services	Information Services	1,113
1.1.7	Public Works - Road	Public Works - Road	271
1.1.8	Public Works - Sanitation	Public Works - Sanitation	1,356
1.1.9	Public Works - Engineering	Public Works - Engineering	
		mechanical room, telecom, electrical, etc	15,899
		Total	24,175
		Building Cost	13,570
		Other Costs Required	8,675

Programming
New Construction

20



21



22



23



24

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OPTION 3A

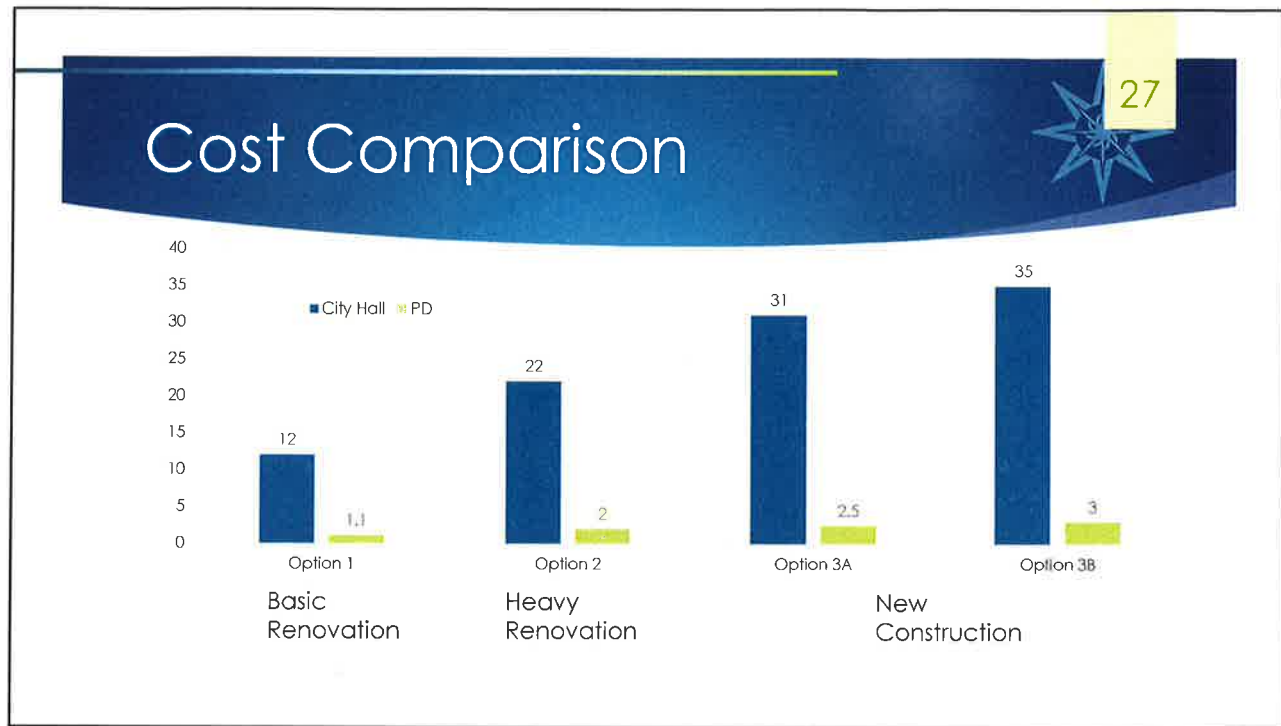
NEW CONSTRUCTION

	QNTY	UNIT	UNIT COST	AMOUNT
Estimate of Probable Construction Costs				\$21,981,000
Demolition (incl. Site Prep)	10,852	SF	\$100	\$1,085,200
Light Renovation	7,240	SF	\$225	\$1,629,000
City Hall New Construction - 2 story (excl. Site Work)	24,180	SF	\$650	\$15,717,000
PD Curved Connector - New Construction - 1 story (excl. Site Work)	1,133	SF	\$600	\$679,800
PD Public Elevator - New Construction - 2 story (excl. Site Work)	0	SF	\$400	\$0
Mission Road improvements and signalized intersections	0	LS	\$1,200,000	\$0
Secure PD parking lot and carport	1	LS	\$850,000	\$850,000
New entry drive into site	0	LS	\$250,000	\$0
South parking and pedestrian improvements around new building	1	LS	\$1,300,000	\$1,300,000
Parking Canopy for 36 stalls (City Hall staff)	36	EA	\$15,000	\$540,000
Plaza and Park Improvements	0	LS	\$400,000	\$0
Community Center Demolition	1,800	SF	\$100	\$180,000
Preliminary Total				\$21,981,000
Phasing Costs			0%	\$0
Soft Costs			40%	\$8,792,400
Estimate of Probable Project Costs				\$30,773,400

25



26



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FINANCE

29

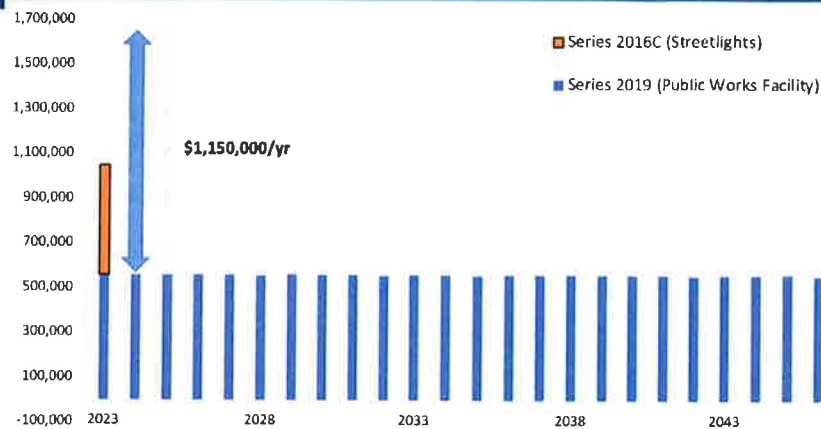
City's Debt Capacity

- ❑ Measurement 1:
Kansas Statutory General Obligation Bond Limitation
~\$178 million (based upon November 2022 valuation)
- ❑ Measurement 2:
Presume the City's annual debt service demands remain constant at current levels over time
- ❑ Measurement 3:
Evaluate the amount of new debt that could be issued without negatively impacting the City's 'Aaa' rating

Note: Information provided by Columbia Capital Management.

30

City's Current Debt Service



Note: Information provided by Columbia Capital Management.

31

City Debt Financing

- ❑ Capitalize the \$1.15 million over 30 years:
 - \$20.14 million in net proceeds
- ❑ Said another way:
 - For every \$10 million borrowed over 30 years
 - \$560,000 in annual debt service payments

Note: Information provided by Columbia Capital Management.

32

City Hall Financing Options 30 Year



Proposed 2024 budget accommodates debt service for City Hall Improvements costing approximately \$20MM to \$25MM, depending on upfront cash outlay

- ❑ Financing \$20MM for City Hall would require annual debt service of \$1.12MM with total repayment of \$33.6MM
 - The \$1.15MM budgeted Bond and Interest Fund transfer beginning in 2024 is anticipated to cover this debt service
- ❑ Financing \$30MM for City Hall would require annual debt service of \$1.68MM with total repayment of \$50.5MM
 - The additional ~\$530k would need to be budgeted in a future year, possibly through growth in sales tax collections or increases in property values.

Note: these scenarios include many assumptions and are intended for general discussion purposes only.



HUMAN RESOURCES

Council Meeting Date: July 17, 2023

COU2023-42

Consider approval of agreement with Holmes Murphy and Associates (HMA) for employee benefit consulting and broker services

RECOMMENDATION

Motion to approve the agreement with Holmes Murphy & Associates (HMA).

COUNCIL ACTION REQUESTED ON: July 17, 2023

BACKGROUND

The City submitted an RFP for consulting and broker services to obtain professional assistance in support of the City's current health, dental, vision, life and accidental death/disability, long term disability, employee assistance program, and Section 125 programs for 117 full time employees.

The City received five responses to the RFP and those were reviewed by the Selection Committee that included, Dave Robinson – Council member/Insurance Committee Chair, Erik Hansey – Insurance Committee member, Wes Jordan – City Administrator, Tim Schwartzkopf – Assistant City Administrator, and Cindy Volanti – Human Resource Manager. The Committee interviewed four firms, narrowing the field to two strong candidates. Reference calls were made to those firms and after reviewing all the factors, HMA finished at the top of the rankings. In addition, they were the most competitive in pricing for the requested services.

The Selection Committee feels HMA would be a great fit for our City and recommends moving forward with them as our benefits broker/consultant.

HMA is a local company that has provided similar services to local cities such as Leawood, Merriam, Lee's Summit and Raymore. Within the local municipalities that were inquired as references, each highly recommended HMA.

The City Attorney has approved the agreement as to form.

FUNDING SOURCE

For the remainder of calendar year 2023, Holmes Murphy will accept all commissions that are currently built into the insurance products in which they are named the broker of record.

Beginning 1/1/2024 through 12/31/2027, Holmes Murphy has agreed to an annual consulting fee of \$45,000 payable quarterly in the amount of \$11,250. Invoices will be sent from Holmes Murphy on 1/1, 4/1, 7/1 and 10/1 of each calendar year.

Beginning 1/1/2024, all commissions will be removed from the current insurance products. and the arrangement with the carrier rates will be net of commission.

HMA will be paid from funds allocated for insurance premiums.

ATTACHMENTS

Full-Service Consulting Agreement, August 1, 2023

PREPARED BY

Cindy Volanti, Human Resource Manager

THINKING AHEAD...

TO ENSURE YOUR COVERAGE

grows with you



City of Prairie Village, KS

FULL-SERVICE CONSULTING AGREEMENT

AUGUST 1, 2023

Holmes Murphy & Associates ("HMA") will provide full employee benefit consulting services to City of Prairie Village, KS ("Client") effective August 1, 2023. This document provides an overview, but not an exhaustive detail, of the services Holmes Murphy will provide to the Client in order to effectively manage the entire benefits program.

A. Standard Services

Financial & Cost Management

- Assist in developing short-term and long-term strategic benefit plan objectives and initiatives, with quarterly or such other regularly scheduled meetings as agreed to between the parties to review impact and results thereof
- Contribution modeling
- Plan value modeling
- Provide education and strategy development on cost management programs, including ongoing review of alternative funding mechanisms and feasibility of other vendor cost containment programs as applicable
- Continue to monitor and identify opportunities for optimum plan efficiency
- Negotiate all terms and provisions based on Client's objectives and goals
- Provide benchmarking of benefit offerings, plan designs and financial data

Renewal and Marketing

- Negotiate renewals in effort to secure most cost-effective contract
- Prepare and distribute Request for Proposal (RFP) when marketing is necessary
- Direct and coordinate marketing process and carrier data requests
- Prepare and present marketing analysis of all RFP details and proposal information received
- Negotiate and monitor performance guarantees within vendor contracts
- Make recommendations regarding appropriateness of risk levels (Stop-loss modeling)

- Assist with annual enrollment process
- Perform due diligence on any potential new benefit offerings
- Analyze fully-insured vs. self-funded plan options

Claims Experience and Reporting (when available)

- Provide monthly analysis of medical, dental and prescription claims
- Provide annual analysis of Short-Term Disability, Long-Term Disability, and Life Insurance programs
- Provide actuarial support and analysis to project future cost and impact of potential plan design changes
- Conduct utilization and cost driver analysis

Wellness and Health Risk Management

- Engage the Client's benefits committee to establish a long-term vision and business plan for the Wellness Program
- Evaluate external vendors to deliver programs in a HIPAA compliant format
- Work with the Client to build programming to identify clinical risk and over time introduce programming to reduce population clinical risk

Compliance

- Review contracts for accuracy, compliance and completeness
- Proactively advise on legislative/tax changes with potential impact to Client's benefit plans (compliance updates)
- Monitor legislative compliance of plans
- Use of legal resources (without giving legal advice)
 - In-House Attorneys
 - Local relationship with Jackson Lewis
 - EBIA resources

- SPD Review

Administrative

- Provide benefit coordinators with access to Mineral HR
- Aid with carrier service issues (i.e. claims, billing, etc.)
- Assist management team with reporting and meeting preparation
- Participate in Council and committee meetings as requested
- Coordinate with medical and pharmacy vendors to obtain data and information
- Assist in evaluation and implementation of enrollment and eligibility system
- Identify opportunities to outsource existing services from Client to third-party vendors

Communication

- Provide full access to our library of existing communication content including newsletters, site articles, poster templates, postcard templates and enrollment support materials
- Develop basic written and visual employee benefit-related communication materials, including but not limited to changes and updates to employee benefits guides and other handbooks, as well as assist with the annual open enrollment experience
- Attend employee benefit meetings, as agreed to between the parties

B. Cost of Services

- For the remainder of calendar year 2023, Holmes Murphy will accept all commissions that are currently built into the insurance products in which we are named broker of record.
- Beginning 1/1/2024, Holmes Murphy has agreed to an annual consulting fee of \$45,000 payable quarterly in the amount of \$11,250. Invoices will be sent from Holmes Murphy on 1/1, 4/1, 7/1 and 10/1 of each calendar year.
- Beginning 1/1/2024, all commissions will be removed from the current insurance products and the arrangement with the carrier rates will be net of commission.
- The consulting fee of \$45,000 per calendar year will be in effect through 12/31/2027 at which time a new fee could be proposed.

C. Contract Terms

- HMA’s goal is to become Client’s most trusted outside advisor for many years to come. If for some reason Client is not satisfied with Holmes Murphy’s work, Client may terminate this agreement at any time.
- The term of this agreement is one year and extends through July 31, 2024. The agreement will be extended beyond that date in one-year terms unless the Client terminates the agreement.
- This agreement shall be governed for all purposes by the laws of the State of Kansas.
- HMA acknowledges that the nature of its relationship with Client is one in which Client shall entrust HMA as the custodian of certain of Client’s information, some of which may be of a confidential or proprietary nature. HMA shall undertake all reasonable efforts to maintain the integrity of all of Client’s information, whether such information is confidential or proprietary.
- This is a working document and cannot be altered unless agreed to by HMA and Client.

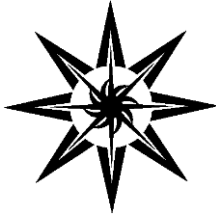
D. Signatures

City of Prairie Village, KS

Holmes Murphy & Associates

_____ Signature	_____ Date
_____ Title	

_____ Signature	_____ Date
_____ Title	



ADMINISTRATION

Council Meeting Date: July 17, 2023

COU2023-43: CONSIDER SEPARATE MEMORANDUMS OF UNDERSTANDING WITH THE YMCA AND JOHNSON COUNTY LIBRARY TO COMPLETE THE PUBLIC ENGAGEMENT AND SITE DESIGN STUDY FOR A COMMUNITY CENTER AND RELOCATION OF THE CORINTH LIBRARY BRANCH WITHIN THE PROJECT STUDY AREA.

NEXT PHASE OF THE PROCESS

At the April 17, 2023 Council meeting the Council directed staff to work on a next phase Memo of Understanding (MOU) between the City, YMCA, and Library in which all parties agree to complete the public engagement and the site design study for a Community Center and relocation of the Corinth Library in proximity. Similar to the first MOU, it will include shared funding for the study. The current estimate not to exceed cost of the public engagement and site design process study is \$150,000 with the three (3) parties dividing the costs equally.

MOTION 1

Move to approve Memo of Understanding with the YMCA as outlined by Staff.

MOTION 2

Move to approve Memo of Understanding with the Johnson County Library as outlined by Staff.

INITIAL DESIGN PROCESS

The Parties will procure one or more qualified, third-party professionals and architects to conduct the Initial Design Process. The Professionals will assist the Parties (1) to engage the public on the site design study “Community Engagement Evaluation” and (2) to study the site design for the Project Study Area, including designs for the Community Center and Library Branch located within the Project Study Area.

Community Engagement: The Community Engagement Evaluation’s purpose is to give individual members and stakeholders in the local community opportunity to review concepts, site designs, and renderings and offer feedback to advise the Parties on the Project concepts and designs that appeal to the community and public, including the Project as a whole and the Center and Branch individually.

Project Site Design Study: The Project Site Design Study’s purpose is to (1) cause the Professionals to produce architectural renderings and designs of the Center, Branch, and public open spaces within the Project, including landscaping and hardscaped features located within the Project Study Area, for consideration in the Community Engagement Evaluation; (2) engage in programming planning to determine what activities will occur and how much space will be required for Library and City with respect to building sizes and associated parking

needs; (3) study site feasibility with respect to where each programmatic element will occur; and (4) engage in cost estimating to determine anticipated costs.

COSTS

The Parties estimate the cost to conduct the Initial Design Process with the Professionals will be not more than \$150,000.00. The Parties commit to share equally in the costs of this Initial Design Process in amounts not more than the following (or in equivalent proportions if the total cost for the Initial Design Process is less than \$150,000.00):

1. City - 1/3 (not to exceed \$50,000)
2. Library - 1/3 (not to exceed \$50,000)
3. YMCA- 1/3 (not to exceed \$50,000)

Funding - If approved, funds would be used through Economic Development.

Attachments

- Memo of Understanding with the YMCA
- Memo of Understanding with the Johnson County Library

PREPARED BY

Wes Jordan
City Administrator
July 12, 2023

**MEMORANDUM OF UNDERSTANDING FOR
SECOND PHASE OF THE PROJECT STUDY UNDERTAKEN BY THE CITY OF
PRAIRIE VILLAGE AND THE YMCA OF GREATER KANSAS CITY**

This Memorandum of Understanding for the Second Phase of the Project Study (the "Second Phase MOU") is entered into this ____ day of _____, 2023, by and between the **City of Prairie Village, Kansas** with its principal office located at 7700 Mission Road, Prairie Village, Kansas 66208 ("the City"), and the **Young Men's Christian Association of Greater Kansas City**, with administrative offices located at 3100 Broadway, Ste. 1020, Kansas City, Missouri 64111 ("YMCA"). The City and YMCA are occasionally referred to in this Second Phase MOU individually as "Party" and collectively as "Parties."

RECITALS

A. The City is a Kansas municipal corporation and is authorized to enter this Second Phase MOU by the powers vested in it by Article 12, Section 5 of the Kansas Constitution.

B. The YMCA is a charitable organization exempt from federal taxation pursuant to section 501(c)(3) of Title 26 of the United States Code. The YMCA owns property on which the Paul Henson Family YMCA is operated at 4200 W. 79th Street, Prairie Village, Kansas.

C. On December 12, 2022, the City and the YMCA entered into a Memorandum of Understanding (the "First MOU") pursuant to which, among other things, they agreed to study the market feasibility of constructing a community recreation and wellness center ("Center" or the "Project") on land that is in close proximity to the City's Harmon Park, swimming pools, and tennis courts.

D. YMCA and the City now desire to take additional steps to study the possibility of constructing the Project, considering all site factors, including protection of the historic trail located in the area of the Project.

E. The Parties accordingly desire to enter into this Second Phase MOU to set forth the terms pursuant to which they will collaborate to undertake (1) engaging the public for feedback and input on the site design study, including for a new Center constructed by the City and (2) studying the site design for the Project.

AGREEMENT

NOW, THEREFORE, for the mutual promises and covenants contained herein, the Parties incorporate by reference the Recitals set forth above in this Second Phase MOU and agree as follows:

1. PROJECT STUDY.

A. The Parties agree to continue their collaboration on a plan to study the possibility of constructing the Project on City land that is in close proximity to the City's Harmon Park, swimming pools, and tennis courts ("Project Study"), taking into account the plans of YMCA and the City.

B. The area designated for the Project Study ("Project Study Area") is shown as indicated on the diagram attached to the First MOU, which is incorporated in this Second Phase MOU by reference.

C. The Parties previously completed a market feasibility study of the Project, as Phase One of the Project Study, as more fully set forth in that First MOU, which demonstrated that the City and YMCA would mutually benefit from locating the Center within the Project Study Area in a way that positively impacts the Parties' respective patrons, the local community, and greater public.

D. The Parties agree that the remaining phases of the Project Study to be undertaken are (I) Community Engagement Evaluation and (II) Project Site Design Study (collectively, Community Engagement Evaluation and Project Site Design Study are the "Initial Design Process"). This Second Phase MOU provides for the Parties to participate in the Initial Design Process as part of the Project Study.

2. INITIAL DESIGN PROCESS.

A. Third-Party Consultants. The Parties will procure one or more qualified, third-party professionals and architects ("Professionals") to conduct the Initial Design Process. The Professionals will assist the Parties (1) to engage the public on the site design study ("Community Engagement Evaluation") and (2) to study the site design for the Project Study Area, including designs for the Center located within the Project Study Area ("Project Site Design Study").

1. Following execution by the Parties of this Second Phase MOU, the Parties will cause to be issued a Request for Proposal ("RFP") issued by the City for procurement of Professionals' services in the Initial Design Process.

2. The City and YMCA will cooperate to develop the RFP criteria in accordance with City purchasing rules and regulations and to select the Professionals to conduct and participate in the Initial Design Process.

The Parties anticipate that the City and the YMCA will jointly enter into any contracts with Professionals. Provided, that if the Parties agree that one of them shall enter into any contract(s), the non-contracting Party shall be responsible for reimbursement to the other as set forth below. Nothing herein shall be deemed to require that either Party enter into any contract(s) pursuant to the RFP and, if no contract(s) is/are entered into, the Parties shall no longer be bound by this Second Phase MOU.

B. Community Engagement Evaluation. The Community Engagement Evaluation's purpose is to give individual members and stakeholders in the local community opportunity to review site designs and renderings and offer feedback to advise the Parties on the Project concepts and designs that appeal to the community and public, including the Project as a whole and the Center individually. The Community Engagement Evaluation will present for public consideration designs and site plans for the Center and Project Study Area produced throughout the Project Site Design Study. Community consideration will consist of but not be limited to public input sessions and meetings with representatives from the City and YMCA, as

appropriate, and Professionals hosted by the Parties collectively and each Party individually. Online and digital means for the public to comment or provide feedback will also be provided by the Parties. The Parties will cooperate to schedule input sessions and meetings for Community Engagement Evaluation. Community Engagement Evaluation will be undertaken by each of the Parties by engaging their various stakeholders and individual patrons and community members. Community Engagement Evaluation may occur before, simultaneous with, and following the Project Site Design Study, as necessary.

C. Project Site Design Study. The Project Site Design Study's purpose is to (1) cause the Professionals to produce architectural renderings and designs of the Center and public open spaces within the Project, including landscaping and hardscaped features located within the Project Study Area, for consideration in the Community Engagement Evaluation; (2) engage in programming planning to determine what activities will occur and how much space will be required for YMCA and City with respect to building sizes and associated parking needs; (3) study site feasibility with respect to where each programmatic element will occur; and (4) engage in cost estimating to determine anticipated costs. Work product resulting from the Project Site Design Study may be used in the Parties' potential construction and development of the Project, should one or more of the Parties decide to move forward with any portion of the Project. However, the architectural renderings and design shall be conceptual and may be changed by the Parties in final design if the Project moves forward. The Project Site Design Study may occur before, simultaneously with, and following the Community Engagement Evaluation, as necessary.

D. Vehicle Parking Considerations. The Parties acknowledge and agree analyzing vehicle parking options for Project patrons will be undertaken as part of the Initial Design Process. Simultaneously to the Initial Design Process, the City will undertake reasonable efforts (at such costs or at no costs, as determined by the City) to study and investigate the effect on the Project of vehicle parking in surface parking lots owned by, and constructed at the expense of, the City adjacent to or near the Project Study Area, including but not limited to those parking lots utilized by school students. The Project Site Design Study will take into account these studies and investigations conducted by the City, among other factors, to determine optimal vehicle parking offerings for Project patrons. The investigations of parking on property separate from the Project Study Area by the City will be conducted separate from the Project Site Design Study.

E. Costs. The Parties estimate the cost to conduct the Initial Design Process with the Professionals will be not more than \$150,000.00. The Parties commit to share in the costs of this Initial Design Process in amounts not more than the following (or in equivalent proportions if the total cost for the Initial Design Process is less than \$150,000.00):

1. City – 50% (not to exceed \$75,000)
2. YMCA – 50% (not to exceed \$75,000)

Provided, that the Parties agree to use reasonable efforts to have the Johnson County Library join in the Initial Design Process and this Second Phase MOU and contribute its proportionate share of such costs.

The parties agree that these sums shall be used solely for the payment of the Professionals described in section 2.A. They agree that in the event that a Party decides to retain its own

architects, planning professionals and/or owner's representatives to assist it, that Party shall be solely responsible for the costs incurred. Such costs shall in no event be included in the \$150,000 cost-sharing arrangement described in this subsection 2.E.

If the Parties jointly enter into any contract(s) with Professionals or for the Initial Design Process, or any portion thereof, each of the Parties agrees to pay their proportionate shares at such times as amounts payable are due. If only one of the Parties enters into any contract(s) with Professionals or for the Initial Design Process, or any portion thereof, then the contracting Party shall submit to the non-contracting Party periodic invoices and accountings of all costs. The non-contracting Party agrees to reimburse the contracting Party within thirty (30) days following receipt of any invoices.

F. Communication. The City and YMCA will collaborate on messaging and communications during the Project Study and the Initial Design Process.

G. Discretion to Consider Results of Initial Design Process. The Parties will share the work product from the Project Site Design Study and the Community Engagement Evaluation equally among the Parties. Upon completion of the Initial Design Process, the City and YMCA will consider the results of the Project Site Design Study and Community Engagement Evaluation. Each Party, at that Party's sole discretion, will determine whether the Party will continue as a participant in the Project. In the event the Parties intend, based upon each Party's sole, respective discretion, to proceed with undertaking in the development, construction, and operation of the Project beyond the Project Study, then the Parties will consider agreements for property conveyance and other operational and management terms for the Center and Project. The Parties are under no obligation to participate in the development, construction, or operation of the Project beyond the Project Study under this Second Phase MOU.

3. SCHEDULE. The City and YMCA agree to diligently pursue the Initial Design Process. The Initial Design Process is anticipated be completed on or before December 31, 2023.

4. APPROVAL OF THIS SECOND PHASE MOU. The Governing Body of the City and the Board of Directors of YMCA must approve this Second Phase MOU for it to be effective. At the time of execution, each Party represents and warrants that this Second Phase MOU has been properly authorized and approved to be effective.

5. PARTNERSHIP EXPECTATIONS. The City and the YMCA recognize the potential Project implementation is based on financial support and approval from the community, including, but not limited to, capital fundraising by the YMCA. The underlying intent of this MOU is that the YMCA would be the operational management partner of the Project facility with the specifics of the terms and framing of responsibilities to be outlined as part of future planning. The Parties will continue to work together to outline and detail specifics of the terms as approved by the Governing Body of the City and the Board of Directors of the YMCA.

4. ADDITIONAL PARTNERS. The City and the YMCA will review opportunities for additional partners in the Project. Other than the Johnson County Library and the Shawnee Mission School District, both of which are pre-approved should they desire to participate, the City and the YMCA must mutually agree for any new partners to be a part of the Project.

5. NO LIMITATION OF POWER.

A. Nothing in this Second Phase MOU shall be construed as a limitation on the ability of the City to exercise its governmental functions or to diminish, restrict or limit the police powers of the City granted by the Constitution of the state of Kansas and the United States, statutes, or by general law.

B. Nothing in this Second Phase MOU shall be construed as a limitation on the powers, rights, authority, duty and responsibility conferred upon and vested in YMCA and the City by the laws and Constitution of the state of Kansas and the United States.

6. COOPERATION. The Parties agree to exercise good faith and cooperate with each other to conduct the Initial Design Process contemplated herein.

7. NOTICES. Any notice, request, approval, demand, instruction, or other communication to be given to either party hereunder, unless specifically stated otherwise herein, shall be in writing and shall be conclusively deemed to be delivered (i) when personally delivered, (ii) when deposited in the U.S. mail, sent by certified mail return receipt requested, (iii) when sent by overnight courier, or (iv) when sent by facsimile with a confirmed receipt, but in all cases addressed to the parties as follows:

To YMCA: Mark Hulet
YMCA of Greater Kansas City
3100 Broadway, Ste 1020
Kansas City, MO 64111
Phone: 816-935-3299
Email: markhulet@kansascityymca.org

With a Copy to: Amanda Yoder
Lathrop GPM LLP
2345 Grand Blvd, Suite 2200
Kansas City, Missouri 64108
Phone: 816.460.5810
Email: amanda.yoder@lathropgpm.com

To CITY: Wes Jordan, City Administrator
7700 Mission Road
Prairie Village, KS 66208
Phone: (913) 385-4621
E-mail: wjordan@pvkansas.com

With a Copy to: David E. Waters
Partner, Spencer Fane LLP
6201 College Boulevard, Suite 500
Overland Park, KS 66211
Phone: (913) 327-5189
E-mail: dwaters@spencerfane.com

8. GENERAL MATTERS.

A. This Second Phase MOU shall be governed by and construed under the laws of the State of Kansas.

B. No party shall assign this Second Phase MOU without the written consent of all Parties.

C. The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Second Phase MOU. This Second Phase MOU constitutes the entire agreement between the Parties and supersedes all prior agreements, whether written or oral, covering the same subject matter. This Second Phase MOU may be modified or amended only upon written instrument executed by the Parties required to consent to such amendment.

D. No member of the Governing Body, official or employee of the City shall be personally liable to YMCA, or any successor in interest to YMCA, pursuant to the provisions of this Second Phase MOU or for any default or breach of the Second Phase MOU by the City.

E. No member of the Board of Directors, official or employee of YMCA shall be personally liable or obligated to perform the obligations of YMCA, pursuant to the provisions of this Second Phase MOU or for any default or breach of the Second Phase MOU by YMCA.

F. The signatories to this Second Phase MOU covenant and represent that each is fully authorized to enter and to execute this Second Phase MOU on behalf of the named party.

G. It is agreed that nothing in this Second Phase MOU is intended to, nor does it create or establish a joint venture between the Parties, or as constituting any agency relationship.

H. Nothing contained in this Second Phase MOU shall be construed to confer upon any other party the rights of a third-party beneficiary.

The parties have executed this Second Phase MOU on the date first written above.

[Remainder of page intentionally left blank; Signature Pages follow.]

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Eric Mikkelson, Mayor

Attest:

City Clerk

Approved As To Form:

David E. Waters
Counsel to the City

YMCA of GREATER KANSAS CITY

By: _____
Mark Hulet, President & CEO

**MEMORANDUM OF UNDERSTANDING FOR
SECOND PHASE OF THE PROJECT STUDY UNDERTAKEN BY THE CITY OF
PRAIRIE VILLAGE AND THE JOHNSON COUNTY LIBRARY**

This Memorandum of Understanding for the Second Phase of the Project Study (the "Second Phase MOU") is entered into this ____ day of _____, 2023, by and between the **City of Prairie Village, Kansas** with its principal office located at 7700 Mission Road, Prairie Village, Kansas 66208 ("the City"), and the **Board of Directors of the Johnson County Library, Johnson County, Kansas**, with administrative offices located at 9875 W. 87th St., Overland Park, Kansas 66212 ("JCL"). The City and JCL are occasionally referred to in this Second Phase MOU individually as "Party" and collectively as "Parties."

RECITALS

A. The City is a Kansas municipal corporation and is authorized to enter this Second Phase MOU by the powers vested in it by Article 12, Section 5 of the Kansas Constitution.

B. JCL is a quasi-municipal corporation organized under the laws of the state of Kansas and is authorized to enter this Second Phase MOU by the powers vested in it by K.S.A. 12-1223 *et seq.* JCL presently operates the Corinth Library at 8100 Mission Road in the City. JCL has successfully implemented agreements with cities in which JCL has, at its expense, constructed libraries and the cities have constructed, at their expense, public facilities and parking for the library and those adjacent public facilities. JCL, for example, constructed the award-winning Lenexa City Center Library at the Lenexa City Center on land donated by the city of Lenexa.

C. On July 15, 2019, the City and the Library entered into a Memorandum of Understanding (the "First MOU") pursuant to which, among other things, they agreed to study the market feasibility of constructing a community recreation and wellness center ("Center") and a new Johnson County Library branch facility ("Branch") (collectively, Center and Branch are "Project") on land that is in close proximity to the City's Harmon Park, swimming pools, and tennis courts.

D. JCL and the City now desire to take additional steps to study the possibility of constructing the Project, considering all site factors, including but not limited to protection of the historic trail located in the area of the Project, access routes, drive-thru capabilities, visibility, parking and landscaping

E. The Parties accordingly desire to enter into this Second Phase MOU to set forth the terms pursuant to which they will collaborate to undertake (1) engaging the public for feedback and input on the site design study, including for a new Branch constructed and operated by JCL and a Center constructed by the City and (2) a joint study to develop a site design for the Project.

AGREEMENT

NOW, THEREFORE, for the mutual promises and covenants contained herein, the Parties incorporate by reference the Recitals set forth above in this Second Phase MOU and agree as follows:

1. PROJECT STUDY.

A. The Parties agree to continue their collaboration on a plan to study the possibility of constructing the Project on City land that is in close proximity to the City's Harmon Park, swimming pools, and tennis courts ("Project Study"), taking into account the plans of JCL and the City.

B. The area designated for the Project Study ("Project Study Area") is shown as indicated on the diagram attached to the First MOU, which is incorporated in this Second Phase MOU by reference.

C. The Parties previously completed a market feasibility study of the Project, as Phase One of the Project Study, as more fully set forth in that First MOU, which demonstrated that the City and JCL would mutually benefit from locating the Center and Branch within the Project Study Area in a way that positively impacts the Parties' respective patrons, the local community, and greater public.

D. The Parties agree that the remaining phases of the Project Study to be undertaken are (I) Community Engagement Evaluation and (II) Project Site Design Study (collectively, Community Engagement Evaluation and Project Site Design Study are the "Initial Design Process"). This Second Phase MOU provides for the Parties to participate in the Initial Design Process as part of the Project Study.

2. INITIAL DESIGN PROCESS.

A. Third-Party Consultants. The Parties will procure one or more qualified, third-party professionals and architects ("Professionals") to conduct the Initial Design Process. The Professionals will assist the Parties (1) to engage the public on the site design study ("Community Engagement Evaluation") and (2) to study the site design for the Project Study Area, including designs for the Center and Branch located within the Project Study Area ("Project Site Design Study").

1. Following execution by the Parties of this Second Phase MOU, the Parties will cause to be issued a Request for Proposal ("RFP") issued by the City for procurement of Professionals' services in the Initial Design Process.

2. The City and JCL will cooperate to develop the RFP criteria in accordance with City and Johnson County, Kansas purchasing rules and regulations and will form a joint selection panel to select the Professionals to conduct and participate in the Initial Design Process.

3. The City and JCL agree that there is no guarantee that the selected third-party professionals or architects for the initial site design study will be the professionals that are selected for the design of the Center or Branch.

The Parties anticipate that the City and JCL will enter into separate contracts with Professionals. Nothing herein shall be deemed to require that either Party enter into any contract(s) pursuant to

the RFP and, if no contract(s) is/are entered into, the Parties shall no longer be bound by this Second Phase MOU.

B. Community Engagement Evaluation. Community Engagement Evaluation may occur before, simultaneous with, and following the Project Site Design Study, as necessary. The Community Engagement Evaluation's purpose is to give individual members and stakeholders in the local community opportunity to review concepts, site designs, and renderings and offer feedback to advise the Parties on the Project concepts and designs that appeal to the community and public, including the Project as a whole and the Center and Branch individually. The Community Engagement Evaluation will present for public consideration designs and site plans for the Center, Branch, and Project Study Area produced throughout the Project Site Design Study. Community consideration will consist of but not be limited to public input sessions and meetings with representatives from the City and JCL, as appropriate, and Professionals hosted by the Parties collectively and each Party individually. In-person, passive, online, and digital means for the public to comment or provide feedback will be considered by the Parties. The Parties will cooperate to schedule input sessions and meetings for Community Engagement Evaluation and share feedback from sessions. Community Engagement Evaluation will be undertaken by each of the Parties by engaging their various stakeholders and individual patrons and community members.

C. Project Site Design Study. The Project Site Design Study's purpose is to (1) cause the Professionals to produce architectural renderings and designs of the Center, Branch, and public open spaces within the Project, including landscaping and hardscaped features located within the Project Study Area, for consideration in the Community Engagement Evaluation; (2) engage in programming planning to determine what activities will occur and how much space will be required for Library and City with respect to building sizes and associated parking needs; (3) study site feasibility with respect to where each programmatic element will occur; and (4) engage in cost estimating to determine anticipated costs. The Branch will be its own structure separate from the Center located within the Project Study Area on real property owned by JCL, which will be reflected in the Project Site Design Study. The Branch will include a drive-thru and drive-up library material return. Work product resulting from the Project Site Design Study may be used in the Parties' potential construction and development of the Project, should one or more of the Parties decide to move forward with any portion of the Project. However, the architectural renderings and design shall be conceptual and may be changed by the Parties in final design if the Project moves forward. The Project Site Design Study may occur before, simultaneously with, and following the Community Engagement Evaluation, as necessary.

D. Vehicle Parking Considerations. The Parties acknowledge and agree analyzing vehicle parking options for Project patrons, staff, and delivery vehicles will be undertaken as part of the Initial Design Process. Simultaneously to the Initial Design Process, the City will undertake reasonable efforts (at such costs or at no costs, as determined by the City) to study and investigate the effect on the Project of vehicle parking in surface parking lots owned by, and constructed at the expense of, the City adjacent to or near the Project Study Area, including but not limited to those parking lots utilized by school students. The Project Site Design Study will take into account these studies and investigations conducted by the City, among other factors, to determine optimal vehicle parking offerings for Project patrons. The investigations of parking on property separate from the Project Study Area by the City will be conducted separate from the Project Site Design Study.

E. Costs. The Parties estimate the cost to conduct the Initial Design Process with the Professionals will be not more than \$150,000.00. The Parties commit to share equally in the costs of this Initial Design Process in amounts not more than the following (or in equivalent proportions if the total cost for the Initial Design Process is less than \$150,000.00):

1. City – one-third (1/3) (not to exceed \$50,000)
2. Library one-third (1/3) (not to exceed \$50,000)
3. YMCA– one third (1/3) (not to exceed \$50,000) (under separate agreement between City and YMCA)

The parties agree that these sums shall be used solely for the payment of the Professionals described in section 2.A. They agree that in the event that a Party decides to retain its own architects, planning professionals and/or owner's representatives to assist it, that Party shall be solely responsible for the costs incurred. Such costs shall in no event be included in the \$150,000 cost-sharing arrangement described in this subsection 2.E.

F. Communication. The City and JCL will collaborate on messaging and communications during the Project Study and the Initial Design Process. Each Party will disseminate information about the Project Study using their individual channels.

G. Discretion to Consider Results of Initial Design Process. The Parties will share the work product from the Project Site Design Study and the Community Engagement Evaluation equally among the Parties. Upon completion of the Initial Design Process, the City and JCL will consider the results of the Project Site Design Study and Community Engagement Evaluation. Each Party, at that Party's sole discretion, will determine whether the Party will continue as a participant in the Project. In the event the Parties intend, based upon each Party's sole, respective discretion, to proceed with undertaking in the development, construction, and operation of the Project beyond the Project Study, then the Parties will consider agreements for property conveyance and other operational and management terms for the Center, Branch, and Project. The Parties are under no obligation to participate in the development, construction, or operation of the Project beyond the Project Study under this Second Phase MOU.

3. SCHEDULE. The City and JCL agree to diligently pursue the Initial Design Process. The Initial Design Process will be completed on or before a date mutually agreeable to the Parties.

4. APPROVAL OF THIS SECOND PHASE MOU. The Governing Body of the City and the Board of Directors of JCL must approve this Second Phase MOU for it to be effective. At the time of execution, each Party represents and warrants that this Second Phase MOU has been properly authorized and approved to be effective.

5. NO LIMITATION OF POWER.

A. Nothing in this Second Phase MOU shall be construed as a limitation on the ability of the City to exercise its governmental functions or to diminish, restrict or limit the police powers of the City granted by the Constitution of the state of Kansas and the United States, statutes, or by general law.

B. Nothing in this Second Phase MOU shall be construed as a limitation on the powers, rights, authority, duty and responsibility conferred upon and vested in JCL and the City by the laws and Constitution of the state of Kansas and the United States.

6. COOPERATION. The Parties agree to exercise good faith and cooperate with each other to communicate and conduct the Initial Design Process contemplated herein.

7. NOTICES. Any notice, request, approval, demand, instruction, or other communication to be given to either party hereunder, unless specifically stated otherwise herein, shall be in writing and shall be conclusively deemed to be delivered (i) when personally delivered, (ii) when deposited in the U.S. mail, sent by certified mail return receipt requested, (iii) when sent by overnight courier, or (iv) when sent by facsimile with a confirmed receipt, but in all cases addressed to the parties as follows:

To JCL: Tricia Suellentrop, County Librarian
Johnson County Central Library
9875 W. 87th St.
Overland Park, KS 66212
Phone: 913-826-4600
Email: SuellentropP@jocolibrary.org

With a Copy to: Fred J. Logan, Jr.
Logan, Logan & Watson, L.C.
8340 Mission Rd., Suite 106
Prairie Village, KS 66206
Phone: 913-381-1121
Email: flogan@loganlaw.com

To CITY: Wes Jordan, City Administrator
7700 Mission Road
Prairie Village, KS 66208
Phone: (913) 385-4621
E-mail: wjordan@pvkansas.com

With a Copy to: David E. Waters
Spencer Fane LLP
6201 College Boulevard, Suite 500
Overland Park, KS 66211
Phone: (913) 327-5189
E-mail: dwaters@spencerfane.com

8. GENERAL MATTERS.

A. This Second Phase MOU shall be governed by and construed under the laws of the State of Kansas.

B. No party shall assign this Second Phase MOU without the written consent of all Parties.

C. The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Second Phase MOU. This Second Phase MOU constitutes the entire agreement between the Parties and supersedes all prior agreements, whether written or oral, covering the same subject matter. This Second Phase MOU may be modified or amended only upon written instrument executed by the Parties required to consent to such amendment.

D. No member of the Governing Body, official or employee of the City shall be personally liable to JCL, or any successor in interest to JCL, pursuant to the provisions of this Second Phase MOU or for any default or breach of the Second Phase MOU by the City.

E. No member of the Board of Directors, official or employee of JCL shall be personally liable or obligated to perform the obligations of JCL, pursuant to the provisions of this Second Phase MOU or for any default or breach of the Second Phase MOU by JCL.

F. The signatories to this Second Phase MOU covenant and represent that each is fully authorized to enter and to execute this Second Phase MOU on behalf of the named party.

G. It is agreed that nothing in this Second Phase MOU is intended to, nor does it create or establish a joint venture between the Parties, or as constituting any agency relationship.

H. Nothing contained in this Second Phase MOU shall be construed to confer upon any other party the rights of a third-party beneficiary.

The parties have executed this Second Phase MOU on the date first written above.

[Remainder of page intentionally left blank; Signature Pages follow.]

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Eric Mikkelson, Mayor

ATTEST:

By: _____
Adam Geffert
City Clerk

APPROVED AS TO FORM:

By: _____
David E. Waters
City Attorney

**BOARD OF DIRECTORS OF THE JOHNSON
COUNTY LIBRARY, JOHNSON COUNTY,
KANSAS**

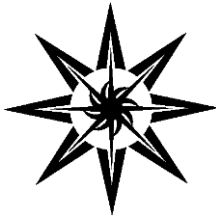
By: _____
Bethany Griffith
Chair

ATTEST:

By: _____
Kelly Kilgore
Secretary

APPROVED AS TO FORM:

By: _____
Fred J. Logan, Jr.
Board Attorney



PUBLIC WORKS DEPARTMENT

Council Meeting Date: July 17, 2023

COU2023-44 CONSIDER AGREEMENT WITH BENSON METHOD FOR OWNERS REPRESENTATIVE SERVICES FOR THE COMMUNITY CENTER PROJECT BG500002.

RECOMMENDATION

Move to approve the agreement with Benson Method for Owners Representative Services for the Community Center Project BG50002 in the amount of \$143,100.00.

BACKGROUND

At the April 17, 2023 Council meeting the Council directed staff to move forward with an Owners Representative contract for the Community Center project. Given the complexity of this project it was determined by staff that Owner Representative Services would be needed to navigate and assist the city to be able to manage this project. Building projects are different types of projects than the city normally manages and having assistance from project managers that specialize in building projects will help make this a successful project. Benson Method has worked on similar projects in Johnson County and we are confident they will represent the city well as this project moves forward.

Below is a summary of the hours expected for this contract. This considers project management help in the amount of about 1.5 weeks per month from now until March 2024. Public Works feels this is a reasonable amount of work to assist the city as we develop this project.

Owner's Representative Services	480 hours @\$275.00/hour	\$132,000
Construction Estimating	60 hours @ \$185.00/hour	<u>\$ 11,100</u>
TOTAL NOT TO EXCEED		\$143,100

Three firms were interviewed and Benson Method was selected through qualification-based selection. The evaluation committee consisted of Council Member Limbird, Council Member Graves, Wes Jordan, Tim Schwartzkopf, Nickie Lee, and Keith Bredehoeft.

FUNDING SOURCE

Funding is available from the Economic Development Fund and ARPA funds as shown below:

Economic Development-	\$75,000
ARPA Funds	<u>\$68,100</u>
Total	\$143,100

The Economic Development Fund has \$125,000 planned for the Community Center Project, with \$50,000 planned for the Architectural Design Services.

ATTACHMENTS

1. Agreement with Benson Method

PREPARED BY

Keith Bredehoeft, Public Works Director

July 12, 2023



AGREEMENT FOR OWNER'S REPRESENTATIVE

For

PROJECT MANAGEMENT SERVICES

Of

Prairie Village Community Center

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 Benson Method LLC, a limited liability company with offices at 8021 Sante Fe Drive Suite 100, Overland Park, KS, hereinafter called the "**Consultant**".

WITNESSED, THAT WHEREAS, the City has determined a need to retain a professional engineering firm to provide project management services for the _____ site design for the construction of the community center in cooperation with partners YMCA and Johnson County, 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 evaluating the construction of a Community Center located at Harmon Park in close proximity to the Municipal Complex at 7700 Mission Road. The Community Center project would be in partnership with the YMCA as the operational manager and replace the current Prairie Village YMCA facility. The Johnson County Library would also be interested in partnering by relocating their Corinth Library Branch in proximity to the Community Center. It is anticipated that the first phase of the project will include all initial site design and public engagement.
- B. City Representative** The City has designated, Keith Bredehoeft, Public Works Director, 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 the authority to transmit instructions, receive information, and 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 the 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: Community Development and ARPA Funds.

Article II Consultant Responsibilities

- A. Owner's Representative/Project Management Services** The Consultant shall provide oversight of all related scope of services in the first phase 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 the authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

Article III Scope of Services

SCOPE OF SERVICES

A. General Conditions of the Agreement between the City and Owner's Representative

- 1. The Owner's Representative shall report to the City's designated Project Manager who will have primary management responsibility for the Project and shall coordinate all Project matters with the assistance of the Owner's Representative.
- 2. Owner's Representative shall utilize Virtual Project Manager, City's design and construction project management software, to prepare, maintain, and organize all Project documents and records for the Project. The City will provide Virtual Project Manager training for the Owner's Representative.
- 3. Owner's Representative shall assist the City in ensuring compliance with the City's standard contracting protocol.
- 4. Owner's Representative shall represent the City in its communications with the Architect, CM, and City Consultant(s).

5. Owner's Representative shall be proactive in its efforts to assist the City and show leadership during completion of the services.
6. Owner's Representative shall make themselves available to the City by telephone or meetings in a timely fashion for follow-up discussion so not to delay the project.

B. General Services. The following services shall be required.

1. Solicitation of Architect. Owner's Representative will solicit design proposals through a competitive Request for Proposal process for the site design of the community center and future Johnson County library and conceptual design of the community center. This process will be completed with the cooperation of community partners, YMCA and Johnson County.
2. Meetings with Architect. Owner's Representative shall attend and assist the City at Project design meetings with the Architect. Owner's Representative shall request the Architect prepare meeting minutes if the Architect has not submitted the meeting minutes in a timely fashion. Owner's Representative shall (a) review the meeting minutes for accuracy, (b) report discrepancies in the minutes to the City, and (c) follow up with the Architect to issue revised meeting minutes. Owner's Representative shall monitor the City's "action items" shown on the meeting minutes and ensure the items are completed by the City so as not to delay the project.
3. Other Project Meetings. Owner's Representative shall schedule, attend, and conduct meetings with the City, Consultants, Architect, and City's designees as necessary during the development of the Project, and shall provide minutes from such meetings to the City.
4. Community Engagement. Owner's Representative shall assist the city in regard to community engagement including planning and attendance of public meetings, assistance with third-party public relations consultants, and cohesive messaging. Consultant with work closely with the city and its partners in the development of this plan.
5. Project Budget. Owner's Representative shall assist the City with defining the Project budget subject to City input and approval. Project budget shall include all costs for the development of the Project including, but not limited to, professional fees including architectural and engineering fees, construction costs, utility main extensions, utility connection fees, off-site easement and right of way acquisition, and furniture, fixtures, and equipment. Assist city with development of project estimates for potential ballot initiatives.
6. Construction Estimating. Owner's Representative shall contract with a third-party contractor to provide periodic construction estimates as related to the proposed design. Consultant shall provide two (2) construction estimates during the duration of this phase.
7. Monthly Reports. Owner's Representative shall furnish monthly reports to the City's including but not limited to (a) status of the Project; (b) development of Project budget; (c) progression of the Project schedule; (d) revisions to the Project schedule or Project budget made during the period covered by the report; (e) outstanding issues requiring action or approval by City.
8. Payment of Invoices. Owner's Representative shall process payment of all invoices from the City's Consultants, and/or contractors. All invoices will be submitted through the City's project management software, Virtual Project Manager.
9. Vendors. Owner's Representative shall assist the City with identifying, soliciting proposals from, selecting, and negotiating contracts with other required vendors (the "Vendors") for the Project. Owner's Representative shall advise the City and make recommendations concerning (a) scope of services provided by each required vendor and (b) fees. Owner's Representative shall be responsible for administration of the contracts with each selected vendor. Vendors may also include "Consultants", such as professionals that perform consulting services for various programming elements for the Project.

10. Value Engineering. Owner's Representative shall assist the City with review of value engineering items, constructability issues, construction feasibility, and alternate designs or materials presented for consideration by the Architect or CMc. During their review, Owner's Representative shall consider availability of materials and labor, time requirements for installation and construction, and factors relating to costs including possible cost reductions and economies if and when necessary to reconcile the Project budget, program, and schedule.
11. Review of Drawings and Specifications. Owner's Representative shall assist the City with reviewing the conceptual drawings for the Project by the Architect. Owner's Representative shall review background information relevant to the Project, including pre-design space studies, proposed building program components and utilization, environmental investigations, and remediation reports, building system analysis reports, applicable City/State/Federal regulations, and Americans with Disabilities Act requirements. Owner's Representative shall meet with the City to discuss review comments and transmit all comments (Owner Representative and City) to the Architect in electronic format. Owner's Representative shall assist the City with coordination of drawings and specifications prepared by the Architect and drawings and specifications prepared by other Project Consultants hired by the City. The Owners Representative shall not assume any of the Architect's responsibility for design. Owners Representative shall also review and comment on floor plan, room uses and sizes, and ADA compliance.

Article IV Time Schedule

- A. **Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.
- B. **Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.
- C. **Default** Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Should such circumstances occur, the consultant shall within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
- D. **Completion Schedule** Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Design Phase
Issued to Ballot

August 1, 2023-March 1, 2024
May 2024

Article V Compensation

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

Owner's Representative Services	480 hours @\$275.00/hour	\$132,000
Construction Estimating	60 hours @ \$185.00/hour	\$ 11,100
TOTAL NOT TO EXCEED		\$143,100

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

Article VI General Provisions

- A. Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- B. 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.
- C. 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.
- D. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
 1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
 2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;

4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
 5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- E. 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.
- F. 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.
- G. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- H. 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.
- I. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- J. 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.
- K. 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.
- L. 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.

- M. 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.
- N. 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.
- O. 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.
- P. 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:

Consultant Firm

By

Address for giving notices:

Telephone: _____

Email: _____

APPROVED AS TO FORM BY:

David Waters, City Attorney

EXHIBIT A COMPENSATION

Project compensation will be billed hourly as related to the following scope categories:

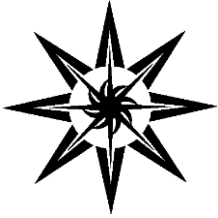
- Design team procurement - Development of RFQ/P, oversight of selection process, review contract documents
- Site/Program Design Oversight - Attend and assist the city at design meetings, provide meeting minutes as necessary, and review and development of action items. Includes solicitation of other vendors necessary for the development of project documents
- Project Budget Management - Assist the city with the development of the project budget, review monthly invoices, assist with preparation for ballot initiative.
- Construction Estimating - Provide construction estimates from preliminary design drawings. Two (2) estimates will be provided.
- Community Engagement - planning and attendance of public meetings, assistance with third-party public relations consultants, and cohesive messaging. Consultant will work closely with the city and its partners in the development of this plan.
- General project management - monthly reports, other project meetings, general project communication, items not specifically identified above but relevant to project description.

NOT TO EXCEED CONTRACT VALUE: \$143,100

Payments will be billed in monthly installments plus reimbursable expenses.

HOURLY RATES:

Michelle Kaiser	Benson Method	\$275.00
Peter Ho	VISOR Consulting	\$275.00
Pat Bartko	CMR	\$185.00



ADMINISTRATION

Council Meeting Date: July 17, 2023

COU2023-45 - Consider Resolution #2023-02 of the City's Intent to Exceed the Revenue Neutral Rate and Establishing the Date and Time of a Public Hearing for the 2024 Budget

SUGGESTED MOTION

Move to approve a Resolution of the City's intent to exceed its "Revenue Neutral Rate," establishing the date and time of a public hearing on such matter, and providing for the giving of notice of such public hearing.

BACKGROUND

Over the last several months the Council and staff have worked to develop the 2024 budget. The Governing Body approved the preliminary budget on June 20. The budget maintains the same level of services as the 2023 Budget and transfers an additional \$1,150,000 to the Bond & Interest Fund in preparation for potential City Hall improvements. The 2024 proposed budget has a total mill rate of 18.309, which is the same as 2023's rate of 18.309. The final mill rate may vary slightly based on the results of any ongoing appraisal appeals.

Per Senate Bill 13, the proposed budget will require a Revenue Neutral Rate hearing to exceed the revenue neutral rate provided by the County Clerk. During the 2021 legislative session, the tax lid was removed and the legislature enacted SB13 and HB2104, establishing new notice and public hearing requirements if the proposed budget will exceed the property tax levy's revenue neutral rate.

The revenue neutral rate is the tax rate in mills that will generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation. In Prairie Village, the revenue neutral rate would be 15.806 mills. Since the proposed budget requires 18.309 mills, a public hearing is required. Notice of intent to exceed the revenue neutral rate must be provided to the County Clerk before July 20th. The hearing must occur between August 20th and September 20th.

The public hearing is proposed for the City Council's regular meeting on Tuesday, September 5, 2023. The budget public hearing and adoption of the 2024 budget will follow the revenue neutral rate hearing. Approval of this item will authorize the publishing of both the budget and revenue neutral rate public hearings.

In addition to the General Fund, the budget document includes budget authority for all other funds, including the Solid Waste Fund proposed assessment of \$244, a \$1 decrease from the 2023 rate of \$245. This includes the cost of an annual mattress recycling program.

Documents related to the budget process can be found on the [City's website](#).

PUBLIC NOTICE

The Intent to Exceed Revenue Neutral Rate and the Budget Summary will be published in The Legal Record on Tuesday, July 25, 2023.

ATTACHMENTS:

- Revenue Neutral Rate Resolution
- Johnson County's "Notice of Revenue Neutral Rate Intent" form

- Johnson County Clerk Budget Information Sheet
- State Budget Forms
- 2024 Budget Document

Prepared By:

Jason Hannaman

Finance Director

Date: 7/13/2023

RESOLUTION NO. 2023-02

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, OF THE CITY'S INTENT TO EXCEED ITS "REVENUE NEUTRAL RATE", ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING.

WHEREAS, pursuant to K.S.A. 79-2988 (the "Act"), the Clerk of Johnson County, Kansas, has calculated and notified the City of Prairie Village, Kansas (the "City") that, for the City's 2024 budget year, the City's "revenue neutral rate" (as such term is defined by the Act) is 15.806 mills (for informational purposes only, one mill is equal to 1/1000th of a Dollar of assessed value);

WHEREAS, the Act further provides that no tax rate in excess of the revenue neutral rate shall be levied by the Governing Body of the City except in accordance with procedures established under the Act; and

WHEREAS, it is the intent of the Governing Body to exceed the revenue neutral rate, and the City desires to call and conduct a public hearing under the provisions of the Act and to provide notice of the City's proposed tax rate.

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

Section 1. Intent to Exceed Revenue Neutral Rate; Proposed Tax Rate. Pursuant to K.S.A. 79-2988(b), the City, by and through its Governing Body, hereby declares its intent to exceed the revenue neutral rate. The City's proposed tax/mill levy rate for the 2024 budget year is 18.309 mills.

Section 2. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body to consider exceeding the revenue neutral rate on September 5, 2023, at Prairie Village City Hall, 7700 Mission Road, Prairie Village, Kansas, 66208, the public hearing to commence at 6:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body shall provide interested taxpayers desiring to be heard an opportunity to present oral testimony within reasonable time limits and without unreasonable restriction on the number of individuals allowed to make public comment.

Section 3. Notice of Public Hearing—County. The City Clerk is hereby authorized and directed to notify the Johnson County Clerk, on or before July 20, 2023, of the City's proposed intent to exceed the revenue neutral rate and to provide the date, time, and location of the public hearing. The Johnson County Clerk shall transmit such notice in accordance with the procedures set forth in the Act.

Section 4. Notice of Public Hearing—City. The City Clerk is further hereby authorized and directed to publish notice of the City's proposed intent to exceed the revenue neutral rate by publishing notice at least ten (10) days in advance of the public hearing:

(A) on the website of the City; and

(B) in a weekly or daily newspaper of Johnson County, Kansas, having a general circulation therein.

Such notice published by the City Clerk shall include, but not be limited to, the City's proposed tax rate (as set forth in this Resolution), its revenue neutral rate, and the date, time, and location of the

public hearing.

Section 5. Further Action. The Mayor, City Administrator, Finance Director, City Clerk and other officials and employees of the City, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 6. Effective Date. This resolution shall be effective upon its adoption by the Governing Body of the City of Prairie Village, Kansas.

ADOPTED this _____ day of _____, 2023.

Eric Mikkelsen, Mayor

ATTEST:

Adam Geffert, City Clerk

Notice of Revenue Neutral Rate Intent

**THE GOVERNING BODY OF PRAIRIE VILLAGE, KANSAS, HEREBY NOTIFIES
THE JOHNSON COUNTY CLERK OF INTENT TO EXCEED THE REVENUE NEUTRAL
RATE.**

☒ Yes, we intend to exceed the Revenue Neutral Rate and our proposed mill levy rate
is 18.309.

Our proposed mill levy for General fund is 18.309.

Our proposed mill levy for Other fund is _____.

Our proposed mill levy for Capital Outlay is _____.

Our proposed mill levy for Recreation Commission fund is _____.

The date of our hearing is September 5, 2023 at 6:00 PM and will be held at
7700 Mission Road in Prairie Village, Kansas.

☐ No, we do not plan to exceed the Revenue Neutral Rate and will submit our budget
to the County Clerk on or before August 25, 2023.

WITNESS my hand and official seal on _____, 20____.

(Seal)

Signature

Date

County Clerk's Budget Information for the 2024 Budget

PRAIRIE VILLAGE

1. Valuation Information as of June 1, 2023:

	Estimated Assessed Valuation	Territory Added	Property with changed use
Real Estate	632,693,381	0	1,397,615
Personal Property excludes penalties	734,972	0	
State Assessed	6,922,592	0	
Total	640,350,945	0	
New Improvements	8,483,640		

2. Personal Property excluding oil, gas, mobile homes & penalties 734,972

	Current Yr Estimated Assessed Value used for RNR Calc	Prior Yr Ad Valorem Tax used for RNR Calc
3. Revenue Neutral Rate	15.806	
	640,350,945	10,121,235.33

4. Actual Tax Rates Levied for the 2023 Budget:

Fund	Rate
GENERAL	18.309
Total	18.309

5. Final Assessed Valuation from the November 01, 2022 abstract 552,760,385
6. Personal Property excluding oil, gas, mobile homes & penalties for 2022 857,009
7. Neighborhood Revitalization District:
Valuation Subject to Rebates 0

June 15, 2023
Date

Provided by:

Name of County:

Amy Meeker-Berg

Johnson County

2024

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The governing body of
City of Prairie Village
will meet on September 5, 2023 at 6:00 p.m. at 7700 Mission Road for the purpose of hearing and
answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax, and the Revenue Neutral Rate.
Detailed budget information is available at Prairie Village Municipal Office, 7700 Mission Road and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2024 Expenditures and Amount of 2023 Ad Valorem Tax establish the maximum limits of the 2024 budget.
Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2022		Current Year Estimate for 2023		Proposed Budget for 2024		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2023 Ad Valorem Tax	Proposed Estimated Tax Rate*
General	24,971,806	19.322	27,988,534	18.309	38,258,644	11,724,185	18.309
Debt Service	1,050,725		1,048,000		1,749,147		
Library							
Special Highway	597,000		619,880		847,897		
Solid Waste Management	1,958,968		2,048,489		2,374,838		
Stormwater Utility	1,600,000		1,600,000		2,073,877		
Special Parks	105,000		157,091		276,913		
Special Alcohol	172,552		182,112		308,662		
CID-Corinth	560,000		697,000		781,020		
CID-PV Shops	420,000		697,000		940,606		
Transient Guest Tax	36,881		530,100		416,394		
Non-Budgeted Funds-A	6,086,991						
Non-Budgeted Funds-B	2,048,162						
Totals	39,608,085	19.322	35,568,206	18.309	48,027,998	11,724,185	18.309
Revenue Neutral Rate**							15.806
Less: Transfers	9,140,525		10,190,200		11,431,228		
Net Expenditure	30,467,560		25,378,006		36,596,770		
Total Tax Levied	9,526,762		10,120,411		xxxxxxxxxxxxxxxxxxxxxx		
Assessed							
Valuation	493,014,868		552,760,385		640,350,945		
Outstanding Indebtedness,							
January 1,	2021		2022		2023		
G.O. Bonds	12,095,000		10,830,000		10,170,000		
Revenue Bonds	10,646,614		21,753,244		0		
Other	19,335,000		18,040,000		16,545,000		
Lease Purchase Principal	0		0		0		
Total	42,076,614		50,623,244		26,715,000		

*Tax rates are expressed in mills
** Revenue Neutral Rate as defined by KSA 79-2988

City of Prairie Village
Official Title: The governing body of

To the Clerk of Johnson County, State of Kansas

City of Prairie Village

certify that: (1) the hearing mentioned in the attached publication was held; (2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditures for the various funds for the year 2024; and (3) the Amount(s) of 2023 Ad Valorem Tax are within statutory limitations.

Revenue Neutral Rate	15.806
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County Clerk

Governing Body

CPA Summary

Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates

Budgeted Funds for 2023	Ad Valorem Levy Tax Year 2022	Allocation for Year 2024				
		MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	10,120,411	790,403	2,497	275	1,181	0
Debt Service						
Library						
TOTAL	10,120,411	790,403	2,497	275	1,181	0

County Treas Motor Vehicle Estimate	790,403					
County Treas Recreational Vehicle Estimate		2,497				
County Treas 16/20M Vehicle Estimate			275			
County Treas Commercial Vehicle Tax Estimate				1,181		
County Treas Watercraft Tax Estimate						0
Motor Vehicle Factor	0.07810					
Recreational Vehicle Factor		0.00025				
16/20M Vehicle Factor			0.00003			
Commercial Vehicle Factor				0.00012		
Watercraft Factor						0.00000

*Note: Adjustments are required only if the transfer is being made in 2023 and/or 2024 from a non-budgeted fund.

STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2023	Date Due		Amount Due 2023		Amount Due 2024	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
Series 2016C Streetlight	10/31/2016	9/1/2023	3% .	3,100,000	475,000	March & Sept	Sept	14,250	475,000	0	0
Series 2019 Public Works Facility	12/19/2019	9/1/2049	3% -4.5%	9,890,000	9,695,000	March & Sept	Sept	353,750	205,000	344,525	215,000
Total G.O. Bonds					10,170,000			368,000	680,000	344,525	215,000
Revenue Bonds:											
Total Revenue Bonds					0			0	0	0	0
Other:											
Series 2021 Bonds (TIF)	12/9/2021	1/1/2036	875%-3.125	18,040,000	16,545,000						
Note: The Series 2021 Bonds are special, limited obligations of the City payable solely out of incremental tax revenues pursuant to the Bond Trust Indenture dated as of November 2021, relating to the Series 2021 Bonds. The City is under no obligation to levy any form of taxation or make any appropriation for the payment of the Series 2021 Bonds.											
Total Other					16,545,000			0	0	0	0
Total Indebtedness					26,715,000			368,000	680,000	344,525	215,000

Unencumbered Cash Balance Jan 1	9,565,635	11,211,632	10,407,996
Receipts:			
Ad Valorem Tax	9,033,610	10,120,411	xxxxxxxxxxxxxxxxxxxxxx
Delinquent Tax	104,398		
Motor Vehicle Tax	790,061	793,000	790,403
Recreational Vehicle Tax			2,497
16/20M Vehicle Tax			275
Commercial Vehicle Tax			1,181
Watercraft Tax			0
Gross Earning (Intangible) Tax			0
LAVTR			0
City and County Revenue Sharing			0
Local Alcoholic Liquor	176,393	193,238	187,611
Sales Tax	6,746,703	6,615,000	6,430,000
Use Tax	2,795,524	2,610,000	2,510,000
Franchise Fees	2,034,826	1,987,500	1,795,500
Licenses & Fees	1,197,762	1,073,258	945,258
Charges for Services	1,811,122	2,022,969	2,219,434
Fines & Fees	600,977	607,900	608,700
Recreational Fees	479,401	408,450	464,800
Proceeds from Sale of Assets	186,162	130,435	149,835
Transfer from Stormwater Utility Fund	600,000	600,000	600,000
LOSS from County Clerk - TIF Districts		-463,167	-697,223
LOSS expected from BOTB			
In Lieu of Taxes (IRB)			
Interest on Idle Funds	60,864	485,904	118,192
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	26,617,803	27,184,898	16,126,463
Resources Available:	36,183,438	38,396,530	26,534,459

City of Prairie Village

FUND PAGE - GENERAL

Adopted Budget General	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Resources Available:	36,183,438	38,396,530	26,534,459
Expenditures:			
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
Sub-Total detail page	0	0	0
Administration	1,983,565	3,468,552	3,657,408
Public Works	6,371,692	6,928,541	7,316,626
Police Department	7,646,082	8,189,740	8,841,205
Municipal Justice	536,634	577,926	679,314
Community Development	808,925	861,001	941,098
Parks & Community Programs	786,383	764,546	939,470
Transfer to Bond & Interest Fund	1,050,725	1,048,000	1,709,525
Transfer to Capital Projects Fund	5,319,000	5,284,229	6,135,530
Transfer to Risk Management Fund	0	0	0
Transfer to Equipment Reserve	332,800	600,000	600,000
Transfer to Economic Development	136,000	266,000	266,000
Cash Forward (2024 column)			6,672,468
Miscellaneous			500,000
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	24,971,806	27,988,534	38,258,644
Unencumbered Cash Balance Dec 31	11,211,632	10,407,996	xxxxxxxxxxxxxxxxxxxxxx
2022/2023/2024 Budget Authority Amount:	31,111,186	33,858,276	38,258,644
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	38,258,644
		Tax Required	11,724,185
	Delinquent Comp Rate:	0.0%	0
	Amount of 2023 Ad Valorem Tax		11,724,185

CPA Summary

City of Prairie Village

2024

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Debt Service	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	33,990	35,836	38,097
Receipts:			
Ad Valorem Tax		0	xxxxxxxxxxxxxxxxxxx
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Commercial Vehicle Tax			
Watercraft Tax			
Transfer from General Fund	1,050,725	1,048,000	1,709,525
Interest on Idle Funds	1,846	2,261	1,525
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,052,571	1,050,261	1,711,050
Resources Available:	1,086,561	1,086,097	1,749,147
Expenditures:			
Principal & Interest	1,050,725	1,048,000	559,525
Infrastructure			1,150,000
Cash Basis Reserve (2024 column)			39,622
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	1,050,725	1,048,000	1,749,147
Unencumbered Cash Balance Dec 31	35,836	38,097	xxxxxxxxxxxxxxxxxxx
2022/2023/2024 Budget Authority Amount:	1,111,220	1,084,318	1,749,147
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			1,749,147
Tax Required			0
Delinquent Comp Rate: 0.0%			0
Amount of 2023 Ad Valorem Tax			0

Adopted Budget Library	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Ad Valorem Tax		0	xxxxxxxxxxxxxxxxxxx
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Commercial Vehicle Tax			
Watercraft Tax			
Interest on Idle Funds			
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	xxxxxxxxxxxxxxxxxxx
2022/2023/2024 Budget Authority Amount:	0	0	0
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			0
Tax Required			0
Delinquent Comp Rate: 0.0%			0
Amount of 2023 Ad Valorem Tax			0

CPA Summary

City of Prairie Village

2024

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Special Highway	Actual for 2022	Estimate for 2023	Year for 2024
Unencumbered Cash Balance Jan 1	204,012	236,856	235,548
Receipts:			
State of Kansas Gas Tax	618,182	607,760	603,260
County Transfers Gas		0	0
Interest on Idle Funds	11,662	10,812	9,089
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	629,844	618,572	612,349
Resources Available:	833,856	855,428	847,897
Expenditures:			
Transfer to Capital Projects Fund	597,000	619,880	603,260
Cash Forward (2024 column)			244,637
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	597,000	619,880	847,897
Unencumbered Cash Balance Dec 31	236,856	235,548	0
2022/2023/2024 Budget Authority Amount:	712,225	814,830	847,897

Adopted Budget

	Prior Year	Current Year	Proposed Budget
Solid Waste Management	Actual for 2022	Estimate for 2023	Year for 2024
Unencumbered Cash Balance Jan 1	240,393	226,138	267,986
Receipts:			
Licenses & Permits	1,825	2,000	2,000
Charges for Services	1,924,353	2,059,445	2,073,852
Misc.	979	1,000	1,000
Interest on Idle Funds	17,556	27,892	30,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,944,713	2,090,337	2,106,852
Resources Available:	2,185,106	2,316,475	2,374,838
Expenditures:			
Solid Waste & Recycle Collection	1,915,295	2,001,776	2,068,175
Personnel Services	43,673	45,713	41,792
Commodities		1,000	1,000
Cash Forward (2024 column)			263,871
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	1,958,968	2,048,489	2,374,838
Unencumbered Cash Balance Dec 31	226,138	267,986	0
2022/2023/2024 Budget Authority Amount:	2,233,861	2,318,803	2,374,838

CPA Summary

City of Prairie Village

2024

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Stormwater Utility	Actual for 2022	Estimate for 2023	Year for 2024
Unencumbered Cash Balance Jan 1	271,231	341,180	406,844
Receipts:			
Licenses & Permits	12,880	5,000	5,000
Charges for Services	1,641,036	1,628,000	1,637,312
Interest on Idle Funds	16,033	32,664	24,721
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,669,949	1,665,664	1,667,033
Resources Available:	1,941,180	2,006,844	2,073,877
Expenditures:			
Transfer to General Fund	600,000	600,000	600,000
Transfer to Capital Projects Fund	1,000,000	1,000,000	1,050,000
Transfer to Bond & Interest Fund			
Cash Forward (2024 column)			423,877
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	1,600,000	1,600,000	2,073,877
Unencumbered Cash Balance Dec 31	341,180	406,844	0
2022/2023/2024 Budget Authority Amount:	1,951,384	2,012,543	2,073,877

Adopted Budget

	Prior Year	Current Year	Proposed Budget
Special Parks	Actual for 2022	Estimate for 2023	Year for 2024
Unencumbered Cash Balance Jan 1	0	71,393	89,302
Receipts:			
Liquor Tax	176,393	175,000	187,611
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	176,393	175,000	187,611
Resources Available:	176,393	246,393	276,913
Expenditures:			
Transfer to Capital Projects Fund	105,000	157,091	276,913
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	105,000	157,091	276,913
Unencumbered Cash Balance Dec 31	71,393	89,302	0
2022/2023/2024 Budget Authority Amount:	105,117	157,091	276,913

CPA Summary

City of Prairie Village

2024

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Special Alcohol	Actual for 2022	Estimate for 2023	Year for 2024
Unencumbered Cash Balance Jan 1	13,673	23,988	70,249
Receipts:			
Liquor Tax	176,393	175,000	187,611
Revenue Contingency	5,584	51,717	50,000
Interest on Idle Funds	890	1,656	802
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	182,867	228,373	238,413
Resources Available:	196,540	252,361	308,662
Expenditures:			
Public Safety	96,795	114,779	138,798
Alcohol Programs	75,757	67,333	74,898
Cash Forward (2024 column)			94,966
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	172,552	182,112	308,662
Unencumbered Cash Balance Dec 31	23,988	70,249	0
2022/2023/2024 Budget Authority Amount:	172,552	225,587	308,662

Adopted Budget

	Prior Year	Current Year	Proposed Budget
CID-Corinth	Actual for 2022	Estimate for 2023	Year for 2024
Unencumbered Cash Balance Jan 1	145,256	231,024	156,020
Receipts:			
Sales Tax	641,726	615,000	620,000
Interest on Idle Funds	4,042	6,996	5,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	645,768	621,996	625,000
Resources Available:	791,024	853,020	781,020
Expenditures:			
Urban Planning & Management	560,000	697,000	781,020
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	560,000	697,000	781,020
Unencumbered Cash Balance Dec 31	231,024	156,020	0
2022/2023/2024 Budget Authority Amount:	605,257	825,866	781,020

CPA Summary

City of Prairie Village

2024

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
CID-PV Shops	Actual for 2022	Estimate for 2023	Year for 2024
Unencumbered Cash Balance Jan 1	248,046	450,261	343,606
Receipts:			
Sales Tax	614,593	575,000	585,000
Interest on Idle Funds	7,622	15,345	12,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	622,215	590,345	597,000
Resources Available:	870,261	1,040,606	940,606
Expenditures:			
Urban Planning & Management	420,000	697,000	940,606
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	420,000	697,000	940,606
Unencumbered Cash Balance Dec 31	450,261	343,606	0
2022/2023/2024 Budget Authority Amount:	605,704	857,259	940,606

Adopted Budget

	Prior Year	Current Year	Proposed Budget
Transient Guest Tax	Actual for 2022	Estimate for 2023	Year for 2024
Unencumbered Cash Balance Jan 1	112,831	372,438	136,126
Receipts:			
Transient Guest Tax	288,557	280,000	280,000
Interest on Idle Funds	7,931	13,788	268
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	296,488	293,788	280,268
Resources Available:	409,319	666,226	416,394
Expenditures:			
Urban Planning & Management	36,881	165,100	163,100
Transfer to Capital Projects		365,000	190,000
Cash Forward (2024 column)			63,294
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	36,881	530,100	416,394
Unencumbered Cash Balance Dec 31	372,438	136,126	0
2022/2023/2024 Budget Authority Amount:	225,000	559,301	416,394

CPA Summary

0

NON-BUDGETED FUNDS (A)
(Only the actual budget year for 2022 is reported)

2024

Non-Budgeted Funds-A

(1) Fund Name:		(2) Fund Name:		(3) Fund Name:		(4) Fund Name:		(5) Fund Name:		
Capital Projects		Risk Management Reserve		Economic Development		Equipment Reserve		Grants		
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Total
Cash Balance Jan 1	6,212,265	Cash Balance Jan 1	215,579	Cash Balance Jan 1	170,819	Cash Balance Jan 1	782,500	Cash Balance Jan 1	544,542	7,925,705
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Intergovernmental	720,584	Transfer from General Fund		Interest on Idle Funds	5,099	Trans fr General Fund	332,800	Intergovernmental		
Trans fr General Fund	5,319,000	Interest on Idle	4,114	Transfer from General Fu	136,000	Interest on Idle Funds	16,362			
Trans fr Spec Highway	597,000	Miscellaneous	14,684							
Trans fr Spec Park	105,000									
Trans fr Stormwater	1,000,000									
Trans fr Eco Devo										
Bond Proceeds										
Interest / Misc	33,827									
Total Receipts	7,775,411	Total Receipts	18798	Total Receipts	141099	Total Receipts	349162	Total Receipts	0	8,284,470
Resources Available:	13,987,676	Resources Available:	234,377	Resources Available:	311,918	Resources Available:	1,131,662	Resources Available:	544,542	16,210,175
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Infrastructure	5,444,437	Insurance Deductibles	-14,000	Community Develop	89,710	Equipment Purchases	566,844	Community Develop		
Total Expenditures	5,444,437	Total Expenditures	-14,000	Total Expenditures	89,710	Total Expenditures	566,844	Total Expenditures	0	6,086,991
Cash Balance Dec 31	8,543,239	Cash Balance Dec 31	248,377	Cash Balance Dec 31	222,208	Cash Balance Dec 31	564,818	Cash Balance Dec 31	544,542	10,123,184 **
									10,123,184 **	

**Note: These two block figures should agree.

CPA Summary

0

NON-BUDGETED FUNDS (B)
(Only the actual budget year for 2022 is reported)

2024

Non-Budgeted Funds-B

(1) Fund Name:		(2) Fund Name:		(3) Fund Name:		(4) Fund Name:		(5) Fund Name:		
Meadowbrook TIF		ARPA		0		0		0		
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Total
Cash Balance Dec 31	26	Cash Balance Dec 31	1,701,226	Cash Balance Dec 31		Cash Balance Dec 31		Cash Balance Dec 31		1,701,252
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Incr Property Tax	2,053,194	Federal Funds	1,701,211							
Interest on Idle Funds	1,609	Interest on Idle Funds	35,304							
Miscellaneous										
Total Receipts	2,054,803	Total Receipts	1736515	Total Receipts	0	Total Receipts	0	Total Receipts	0	3,791,318
Resources Available:	2,054,829	Resources Available:	3,437,741	Resources Available:	0	Resources Available:	0	Resources Available:	0	5,492,570
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Urban mgmt & planning	10,000	Urban mgmt & planning	1,861							
Debt Service	1,973,361	Commodities	4,811							
		Capital Outlay	58,129							
Total Expenditures	1,983,361	Total Expenditures	64,801	Total Expenditures	0	Total Expenditures	0	Total Expenditures	0	2,048,162
Cash Balance Dec 31	71,468	Cash Balance Dec 31	3,372,940	Cash Balance Dec 31	0	Cash Balance Dec 31	0	Cash Balance Dec 31	0	3,444,408 **
									3,444,408	**

** Note: These two block figures should agree.

CPA Summary

2024 BUDGET

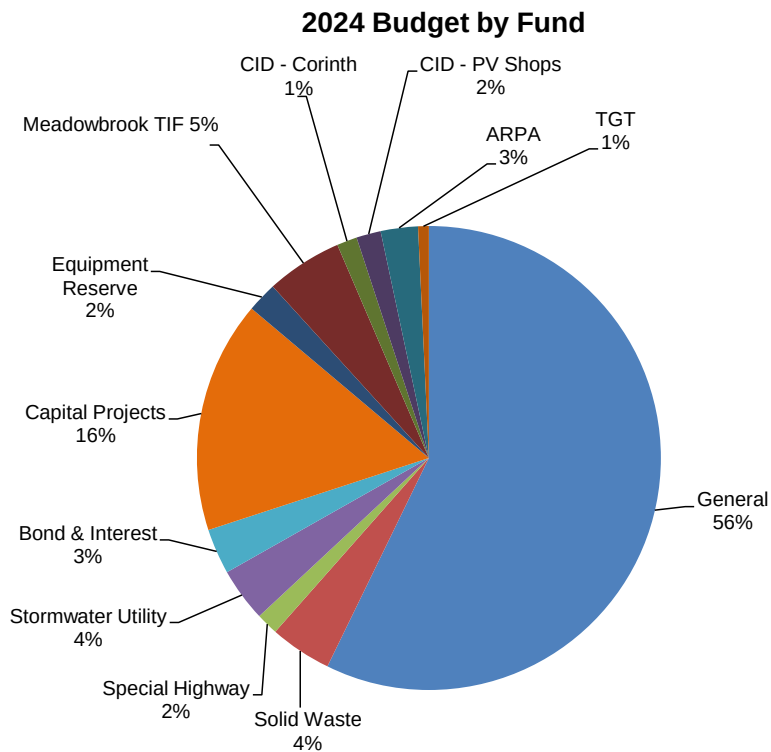
City of Prairie Village, Kansas

Preliminary
Budget as of
July 17, 2023



2024 Budget by Fund

Fund	2021 Actual	2022 Actual	2023 Budget	2024 Budget
General	\$ 22,724,346	\$ 24,971,806	\$ 27,786,443	\$ 31,586,176
Solid Waste	1,907,864	1,958,968	2,318,803	2,374,838
Special Highway	597,000	597,000	814,830	847,897
Stormwater Utility	1,600,000	1,600,000	2,012,544	2,073,877
Special Parks & Rec	140,134	105,000	157,091	276,913
Special Alcohol	140,620	172,552	225,587	308,662
Bond & Interest	1,323,000	1,050,725	1,084,318	1,749,147
Capital Projects	11,603,631	5,444,437	9,555,000	8,933,000
Risk Management Reserve	35,410	(14,000)	181,795	221,356
Economic Development	103,046	89,710	432,197	266,695
Equipment Reserve	264,560	566,844	1,125,570	1,148,499
Meadowbrook TIF	1,897,461	1,983,361	2,280,255	2,932,272
CID - Corinth	575,319	560,000	825,866	781,020
CID - PV Shops	434,239	420,000	857,259	940,606
ARPA	-	64,801	1,705,090	1,422,939
Transient Guest Tax	144,978	36,881	559,301	416,394
Total	\$ 43,491,609	\$ 39,608,085	\$ 51,921,949	\$ 56,280,291



Note: The following funds are not included in the graph because they account for less than 1% of the total budgeted expenditures - Special Parks & Recreation, Special Alcohol, Risk Management, and Economic Development.

General Fund

	2021 Actual	2022 Actual	2023 Budget	2023 Estimate	2024 Budget
Fund Balance 1/1	\$ 7,608,090	\$ 9,565,635	\$ 8,944,122	\$ 11,211,626	\$ 10,407,990
Revenues:					
Property Taxes	8,667,704	9,138,008	9,637,244	9,657,244	11,026,962
Sales Taxes	6,098,163	6,746,703	5,675,000	6,615,000	6,430,000
Use Tax	2,458,591	2,795,524	1,940,000	2,610,000	2,510,000
Motor Vehicle Tax	798,074	790,061	862,039	793,000	794,356
Liquor Tax	140,134	176,393	157,091	193,238	187,611
Franchise Fees	1,871,269	2,034,826	1,871,239	1,987,500	1,795,500
Licenses & Permits	835,741	1,197,762	963,883	1,073,258	945,258
Charges for Services	1,788,547	1,811,122	1,870,708	2,022,969	2,219,434
Fines & Fees	829,111	600,977	758,700	607,900	608,700
Recreational Fees	414,560	479,401	400,350	408,450	464,800
Interest on Investments	40,534	60,866	113,622	485,904	118,192
Miscellaneous	139,467	186,162	146,479	130,435	149,835
Total Revenue	24,081,897	26,017,803	24,396,355	26,584,898	27,250,648
Transfers from Other funds:					
Transfer from Stormwater Utility Fund	600,000	600,000	600,000	600,000	600,000
Total	600,000	600,000	600,000	600,000	600,000
Total Sources	24,681,897	26,617,803	24,996,355	27,184,898	27,850,648
Expenditures:					
Personnel Services	10,922,259	12,146,549	13,301,167	14,517,863	15,134,217
Contract Services	4,247,731	4,899,714	5,531,597	5,178,468	5,925,554
Commodities	705,568	859,457	939,500	824,033	1,010,150
Capital Outlay	339,454	227,561	315,950	269,941	305,200
Contingency	-	-	500,000	-	500,000
Total Expenditures	16,215,012	18,133,281	20,588,214	20,790,305	22,875,121
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	4,523,800	5,319,000	5,284,229	5,284,229	6,135,530
Transfer to Bond & Interest Fund	1,319,534	1,050,725	1,048,000	1,048,000	559,525
Add'l Transfer-Debt Service rolling off	-	-	-	-	490,000
Add'l Transfer-Excess over fund balance t	-	-	-	-	660,000
Transfer to Economic Development Fund	136,000	136,000	266,000	266,000	266,000
Transfer to Equipment Reserve Fund	530,000	332,800	600,000	600,000	600,000
Total	6,509,334	6,838,525	7,198,229	7,198,229	8,711,055
Total Uses	22,724,346	24,971,806	27,786,443	27,988,534	31,586,176
Sources Over(Under) Uses	1,957,551	1,645,997	(2,790,088)	(803,636)	(3,735,528)
Fund Balance @ 12/31	\$ 9,565,635	\$ 11,211,626	\$ 6,154,034	\$ 10,407,990	\$ 6,672,462

Funding Sources: Property tax, sales tax, franchise fees, grants from other governments, user fees and charges.

Expenditures: General operating expenditures and a portion of infrastructure improvement expenditures.

Solid Waste Management Fund

	2021 Actual	2022 Actual	2023 Budget	2023 Estimate	2024 Budget
Fund Balance 1/1	\$ 297,789	\$ 240,393	\$ 207,430	\$ 226,138	\$ 267,986
Revenues:					
Licenses & Permits	2,845	1,825	2,800	2,000	2,000
Charges for Services	1,842,953	1,924,353	2,076,321	2,059,445	2,073,852
Interest on Investments	4,670	17,556	30,195	27,892	30,000
Miscellaneous		979	2,057	1,000	1,000
Total Revenue	1,850,468	1,944,713	2,111,373	2,090,337	2,106,852
 Total Sources	 1,850,468	 1,944,713	 2,111,373	 2,090,337	 2,106,852
Expenditures:					
Personnel Services	36,896	43,673	45,713	45,713	41,792
Contract Services	1,870,968	1,915,295	2,014,445	2,001,776	2,068,175
Commodities	-	-	1,000	1,000	1,000
Contingency	-	-	257,645	-	263,871
Total Expenditures	1,907,864	1,958,968	2,318,803	2,048,489	2,374,838
 Total Uses	 1,907,864	 1,958,968	 2,318,803	 2,048,489	 2,374,838
Sources Over(Under) Uses	(57,396)	(14,255)	(207,430)	41,848	(267,986)
Fund Balance @ 12/31	\$ 240,393	\$ 226,138	\$ -	\$ 267,986	\$ -

Funding Sources: Special assessments on property tax bills.

Expenditures: In 2017 the City contracted with Republic Trash Services for solid waste collection, recycling, composting services and large item pick up as well as a portion of the City's administrative costs including personal services and supplies. The 2024 budget includes a 3.25% contractual increase and the inclusion of \$2 annually to fund annual mattress recycling.

2019 Assessment: \$207.00
 2020 Assessment: \$228.00
 2021 Assessment: \$218.00
 2022 Assessment: \$227.00
 2023 Assessment: \$245.00
 2024 Assessment: \$244.00

Special Highway Fund

	2021 Actual	2022 Actual	2023 Budget	2023 Estimate	2024 Budget
Fund Balance 1/1	\$ 146,465	\$ 204,012	\$ 187,147	\$ 236,856	\$ 235,548
Revenues:					
Intergovernmental	653,512	618,182	619,880	607,760	603,260
Interest on Investments	1,035	11,662	7,803	10,812	9,089
Total Revenue	654,547	629,844	627,683	618,572	612,349
Total Sources	654,547	629,844	627,683	618,572	612,349
Expenditures:					
Personnel Services	-	-	-	-	-
Contract Services	-	-	-	-	-
Commodities	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Debt Service	-	-	-	-	-
Infrastructure	-	-	-	-	-
Contingency	-	-	194,950	-	244,637
Total Expenditures	-	-	194,950	-	244,637
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	597,000	597,000	619,880	619,880	603,260
Total	597,000	597,000	619,880	619,880	603,260
Total Uses	597,000	597,000	814,830	619,880	847,897
Sources Over(Under) Uses	57,547	32,844	(187,147)	(1,308)	(235,548)
Fund Balance @ 12/31	\$ 204,012	\$ 236,856	\$ -	\$ 235,548	\$ -

Funding Sources: State gasoline tax (per gallon)

Expenditures: Transfer to the Capital Infrastructure Fund for street improvements.

Stormwater Utility Fund

	2021 Actual	2022 Actual	2023 Budget	2023 Estimate	2024 Budget
Fund Balance 1/1	\$ 238,303	\$ 271,231	\$ 327,972	\$ 341,180	\$ 406,844
Revenues:					
Licenses & Permits	14,140	12,880	11,000	5,000	5,000
Charges for Services	1,614,391	1,641,036	1,628,000	1,628,000	1,637,312
Interest on Investments	4,397	16,033	45,572	32,664	24,721
Total Revenue	1,632,928	1,669,949	1,684,572	1,665,664	1,667,033
Total Sources	1,632,928	1,669,949	1,684,572	1,665,664	1,667,033
Expenditures:					
Contingency	-	-	412,544	-	423,877
Total Expenditures	-	-	412,544	-	423,877
Transfers to Other Funds:					
Transfer to General Fund	600,000	600,000	600,000	600,000	600,000
Transfer to Bond & Interest Fund	-	-	-	-	-
Transfer to Capital Infrastructure Fund	1,000,000	1,000,000	1,000,000	1,000,000	1,050,000
Total	1,600,000	1,600,000	1,600,000	1,600,000	1,650,000
Total Uses	1,600,000	1,600,000	2,012,544	1,600,000	2,073,877
Sources Over(Under) Uses	32,928	69,949	(327,972)	65,664	(406,844)
Fund Balance @ 12/31	\$ 271,231	\$ 341,180	\$ -	\$ 406,844	\$ -

Funding Sources: Special assessments on the property tax bills - fee per square foot of impervious area (\$0.040/sq. ft.)

Expenditures: Operation and maintenance of the City's stormwater system in accordance with NPDES guidelines.

Notes: The stormwater utility fee was a new revenue source in 2009. The fee is dedicated to funding the City's stormwater program and compliance with NPDES guidelines.

Special Park & Recreation Fund

	2021 Actual	2022 Actual	2023 Budget	2023 Estimate	2024 Budget
Fund Balance 1/1	\$ -	\$ -	\$ -	\$ 71,393	\$ 89,302
Revenues:					
Liquor Tax	140,134	176,393	157,091	175,000	187,611
Interest on Investments	-	-	-	-	-
Total Revenue	140,134	176,393	157,091	175,000	187,611
Total Sources	140,134	176,393	157,091	175,000	187,611
Expenditures:					
Contingency	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	140,134	105,000	157,091	157,091	276,913
Total	140,134	105,000	157,091	157,091	276,913
Total Uses	140,134	105,000	157,091	157,091	276,913
Sources Over(Under) Uses	-	71,393	-	17,909	(89,302)
Fund Balance @ 12/31	\$ -	\$ 71,393	\$ -	\$ 89,302	\$ -

Funding Sources: Special alcohol tax per K.S.A. 79-41a04 (1/3 of total alcohol tax received by the City)

Expenditures: Park and pool improvements.

Special Alcohol Fund

	2021 Actual	2022 Actual	2023 Budget	2023 Estimate	2024 Budget
Fund Balance 1/1	\$ 14,082	\$ 13,673	\$ 42,104	\$ 23,988	\$ 70,249
Revenues:					
Liquor Tax	140,134	176,393	157,091	175,000	187,611
Interest on Investments	77	890	1,393	1,656	802
Miscellaneous	-	5,584	25,000	51,717	50,000
Total Revenue	140,211	182,867	183,484	228,373	238,413
Total Sources	140,211	182,867	183,484	228,373	238,413
Expenditures:					
Personnel Services	60,202	89,616	108,754	97,879	121,798
Contract Services	65,210	75,757	74,814	67,333	74,898
Commodities	15,209	7,179	16,900	16,900	17,000
Capital Outlay	-	-	-	-	-
Contingency	-	-	25,119	-	94,966
Total Expenditures	140,620	172,552	225,587	182,111	308,662
Total Uses	140,620	172,552	225,587	182,111	308,662
Sources Over(Under) Uses	(409)	10,315	(42,103)	46,262	(70,249)
Fund Balance @ 12/31	\$ 13,673	\$ 23,988	\$ 1	\$ 70,249	\$ -

Funding Sources: Special alcohol tax per K.S.A. 79-41a04 (1/3 of total alcohol tax received by the City)

Expenditures: Alcohol rehabilitation, including grants to local agencies through United Community Services and partial funding of the City's D.A.R.E. Program and mental health co-responder contract.

Bond & Interest Fund

	2021 Actual	2022 Actual	2023 Budget	2023 Estimate	2024 Budget
Fund Balance 1/1	\$ 37,204	\$ 33,990	\$ 34,793	\$ 35,836	\$ 38,097
Revenues:					
Property Taxes	-	-	-	-	-
Motor Vehicle Tax	-	-	-	-	-
Interest on Investments	252	1,846	1,525	2,261	1,525
Total Revenue	252	1,846	1,525	2,261	1,525
Transfers from Other funds:					
Transfer from General Fund	1,319,534	1,050,725	1,048,000	1,048,000	1,709,525
Transfer from Stormwater Fund	-	-	-	-	-
Total	1,319,534	1,050,725	1,048,000	1,048,000	1,709,525
Total Sources	1,319,786	1,052,571	1,049,525	1,050,261	1,711,050
Expenditures:					
Debt Service	1,323,000	1,050,725	1,048,000	1,048,000	559,525
Infrastructure	-	-	-	-	1,150,000
Contingency	-	-	36,318	-	39,622
Total Expenditures	1,323,000	1,050,725	1,084,318	1,048,000	1,749,147
Total Uses	1,323,000	1,050,725	1,084,318	1,048,000	1,749,147
Sources Over(Under) Uses	(3,214)	1,846	(34,793)	2,261	(38,097)
Fund Balance @ 12/31	\$ 33,990	\$ 35,836	\$ -	\$ 38,097	\$ -

Funding Sources: Property tax, motor vehicle tax, transfers from General Fund

Expenditures: Debt service payments on the City's outstanding General Obligation bonds.

Notes: The City's outstanding bonds will be paid off in 2049.

Capital Infrastructure Fund

	2021 Actual	2022 Actual	2023 Budget	2023 Estimate	2024 Budget
Fund Balance 1/1	\$ 9,751,701	\$ 6,212,265	\$ 5,677,822	\$ 8,543,239	\$ 8,544,719
Revenues:					
Intergovernmental	1,746,069	720,584	1,878,800	1,878,800	807,470
Bond Proceeds	-	-	-	-	-
Interest on Investments	61,402	16,218	87,447	480	87,447
Miscellaneous	3,800	3,337	1,000	1,000	1,000
Net Inc/Decr in Fair Value	(8,010)	14,272	-	-	-
Total Revenue	1,803,261	754,411	1,967,247	1,880,280	895,917
Transfers from Other funds:					
Transfer from General Fund	4,523,800	5,319,000	5,284,229	5,284,229	6,135,530
Transfer from Special Highway Fund	597,000	597,000	619,880	619,880	603,260
Transfer from Stormwater Utility Fund	1,000,000	1,000,000	1,000,000	1,000,000	1,050,000
Transfer from Special Parks & Rec Fund	140,134	105,000	157,091	157,091	276,913
Transfer from Transient Guest Tax Fund	-	-	365,000	365,000	190,000
Transfer from Economic Development Fund	-	-	250,000	250,000	-
Total	6,260,934	7,021,000	7,676,200	7,676,200	8,255,703
Total Sources	8,064,195	7,775,411	9,643,447	9,556,480	9,151,620
Expenditures:					
Infrastructure	11,603,631	5,444,437	9,555,000	9,555,000	8,933,000
Total Expenditures	11,603,631	5,444,437	9,555,000	9,555,000	8,933,000
Total Uses	11,603,631	5,444,437	9,555,000	9,555,000	8,933,000
Sources Over(Under) Uses	(3,539,436)	2,330,974	88,447	1,480	218,620
Fund Balance @ 12/31	\$ 6,212,265	\$ 8,543,239	\$ 5,766,269	\$ 8,544,719	\$ 8,763,339

Funding Sources: Transfers from the General Fund, Stormwater Utility Fund, Special Parks & Recreation Fund, Economic Development Fund, Transient Guest Tax Fund, and grants from other governments

Expenditures: Capital Infrastructure Program - Please see the CIP Section of this document for the detailed plan including projects and programs.

Capital Infrastructure Fund

CIP Expenditure Total = \$8,933,000

2024 PROJECT DESCRIPTION	2024 EXPENDITURES
Park Infrastructure Reserve	\$105,000
Bennett Park Shelter & Plan Area	\$195,000
Lighting at Skate Park and Weltner Basketball Court	\$40,000
Franklin Park Historical Marker & Surfacing	\$15,000
Harmon Park Pavilion and Restroom	\$822,000
PARK TOTAL PER YEAR	\$1,177,000
Water Discharge Program Reserve	\$20,000
Mission Road	\$20,000
Drainage Repair Program	\$990,000
DRAINAGE TOTAL PER YEAR	\$1,030,000
Traffic Calming Program Reserve	\$20,000
Residential Street Rehabilitation Program	\$3,500,000
UBAS Overlay Program	\$400,000
Mission Rd - 63rd St to 67th Ter (CARS)	\$550,000
Nall Ave - 75th St to 79th St (CARS)	\$1,500,000
Roe Ave - N City Limit to 63rd St (Mission Admin)	\$11,000
Somerset Dr - State Line to Reinhardt UBAS	\$20,000
63rd St - Roe Ave to Nall Ave (Mission Admin) (CARS)	\$30,000
75th St - State Line to Mission Rd (CARS)	\$20,000
STREET TOTAL PER YEAR	\$6,051,000
Building Reserve	\$50,000
BUILDINGS TOTAL PER YEAR	\$50,000
ADA Compliance Program Reserve	\$25,000
Concrete Repair Program	\$600,000
OTHER TOTAL PER YEAR	\$625,000
CIP TOTAL	\$8,933,000

Risk Management Reserve Fund

	2021 Actual	2022 Actual	2023 Budget	2023 Estimate	2024 Budget
Fund Balance 1/1	\$ 249,968	\$ 215,579	\$ 178,687	\$ 248,377	\$ 217,356
Revenues:					
Interest on Investments	1,021	4,114	3,108	8,979	4,000
Miscellaneous	-	14,684	-	-	-
Total Revenue	1,021	18,798	3,108	8,979	4,000
Transfers from Other funds:					
Transfer from General Fund	-	-	-	-	-
Transfer from Special Alcohol Fund	-	-	-	-	-
Total	-	-	-	-	-
Total Sources	1,021	18,798	3,108	8,979	4,000
Expenditures:					
Contract Services	35,410	(14,000)	40,000	40,000	40,000
Risk Management Reserve	-	-	141,795	-	181,356
Total Expenditures	35,410	(14,000)	181,795	40,000	221,356
Total Uses	35,410	(14,000)	181,795	40,000	221,356
Sources Over(Under) Uses	(34,389)	32,798	(178,687)	(31,021)	(217,356)
Fund Balance @ 12/31	\$ 215,579	\$ 248,377	\$ -	\$ 217,356	\$ -

Funding Sources: Transfers from the General Fund, insurance claim reimbursements, interest on idle funds

Expenditures: Risk management related expenditures, such as insurance deductibles

Economic Development Fund

	2021 Actual	2022 Actual	2023 Budget	2023 Estimate	2024 Budget
Fund Balance 1/1	\$ 137,281	\$ 170,819	\$ 165,502	\$ 222,208	\$ -
Revenues:					
Interest on Investments	583	5,099	695	8,792	695
Total Revenue	583	5,099	695	8,792	695
Transfers from Other funds:					
Transfer from General Fund	136,000	136,000	266,000	266,000	266,000
Total	136,000	136,000	266,000	266,000	266,000
Total Sources	136,583	141,099	266,695	274,792	266,695
Expenditures:					
Contract Services: <i>Exterior and Sustainability Grant Programs</i>	103,046	89,710	104,000	127,000	104,000
Contract Services: <i>Property Tax Rebate</i>	-	-	20,000	25,000	25,000
Contract Services: <i>Community Center Site Design and Owner's Rep</i>	-	-	-	125,000	-
Contract Services: <i>Mail-in Ballot</i>	-	-	-	-	54,000
Harmon Park	-	-	250,000	220,000	-
Contingency	-	-	58,197	-	83,695
Total Expenditures	103,046	89,710	432,197	497,000	266,695
Total Uses	103,046	89,710	432,197	497,000	266,695
Sources Over(Under) Uses	33,538	51,389	(165,502)	(222,208)	-
Fund Balance @ 12/31	\$ 170,819	\$ 222,208	\$ -	\$ -	\$ -

Funding Sources: Transfers from the General Fund, interest on idle funds

Expenditures: Used for activities that foster and promote economic development within the City per Ordinance No. 2153.

Economic Development Fund Allocation	2023 Bud	2023 Est	2024 Bud
Beginning balance	\$165,502	\$222,208	\$0
Interest	695	8,792	695
Transfer from General Fund (Public Safety Sales Tax & Minor Home Repair)	266,000	266,000	266,000
Community Center Site Design and Owner's Rep	-	(125,000)	-
Mail-in Ballot - Community Center	-	-	(54,000)
Exterior Grant Program	(74,000)	(74,000)	(74,000)
Sustainability Grant Program	(30,000)	(30,000)	(30,000)
Potential Survey	-	(23,000)	-
Property tax rebate program	(20,000)	(25,000)	(25,000)
Harmon Park	(250,000)	(220,000)	-
Contingency	(58,197)	-	(83,695)
Total	\$0	\$0	\$0

Equipment Reserve Fund

	2021 Actual	2022 Actual	2023 Budget	2023 Estimate	2024 Budget
Fund Balance 1/1	\$ 473,429	\$ 782,500	\$ 522,118	\$ 564,818	\$ 545,047
Revenues:					
Interest on Investments	2,479	16,362	3,452	8,979	3,452
Total Revenue	2,479	16,362	3,452	8,979	3,452
Transfers from Other funds:					
Transfer from General Fund	571,152	332,800	600,000	600,000	600,000
Total	571,152	332,800	600,000	600,000	600,000
Total Sources	573,631	349,162	603,452	608,979	603,452
Expenditures:					
Capital Outlay	264,560	566,844	598,750	628,750	611,000
Contingency	-	-	526,820	-	537,499
Total Expenditures	264,560	566,844	1,125,570	628,750	1,148,499
Total Uses	264,560	566,844	1,125,570	628,750	1,148,499
Sources Over(Under) Uses	309,071	(217,682)	(522,118)	(19,771)	(545,047)
Fund Balance @ 12/31	\$ 782,500	\$ 564,818	\$ -	\$ 545,047	\$ -

Funding Sources: Transfers from the General Fund, interest on idle funds

Expenditures: Acquisition of equipment, vehicles and technology projects.

Equipment Reserve Fund Plan

Equipment Reserve Expenditure Total = \$611,000

2024 PROJECT DESCRIPTION	2024 EXPENDITURES
PD Laptop Replacement (2023 - 2024 project)	\$25,000
Server Replacement	\$10,000
PD Radio Replacement (2027 project)	\$50,000
PD In car video / BWC (2027 project)	\$100,000
Traffic Camera/Fixed Location License Plate Reader	\$80,000
Switches (Network)	\$10,000
Network Back Up	\$10,000
Citywide Laptop/Computer Replacement	\$25,000
City Facility Camera Replacement	\$30,000
Digitization Records (Microfilm/Laserfiche)	\$30,000
TOTAL	\$370,000
Public Works Equipment	
PW Mower (Annual)	\$16,000
PW Internat'l Dump Truck (Annual)	\$225,000
TOTAL	\$241,000
EQUIPMENT RESERVE TOTAL	\$611,000

Meadowbrook TIF Fund

	2021 Actual	2022 Actual	2023 Budget	2023 Estimate	2024 Budget
Fund Balance 1/1	\$ 128,877	\$ 26	\$ 69,711	\$ 71,468	\$ 174,328
Revenues:					
Incremental Property Taxes	1,767,968	2,053,194	2,205,200	2,413,520	2,752,600
Interest on Investments	642	1,609	5,344	2,860	5,344
Total Revenue	1,768,611	2,054,803	2,210,544	2,416,380	2,757,944
Expenditures:					
Contract Services	1,342,211	10,000	10,000	10,000	10,000
Debt Service (Payment to Trustee)	555,250	1,973,361	2,136,200	2,303,520	2,683,600
Contingency (TIF Commercial Balance)	-	-	134,055	-	238,672
Total Expenditures	1,897,461	1,983,361	2,280,255	2,313,520	2,932,272
Total Uses	1,897,461	1,983,361	2,280,255	2,313,520	2,932,272
Sources Over(Under) Uses	(128,851)	71,442	(69,711)	102,860	(174,328)
Fund Balance @ 12/31	\$ 26	\$ 71,468	\$ -	\$ 174,328	\$ -

Funding Sources: Incremental Property Tax

Expenditures: TIF contractual payment.

Notes: The Tax Increment Financing (TIF) fund accounts for public revenues and expenditures related to the Tax Increment Fund districts. Tax Increment Financing is used to capture future gains in taxes to finance improvements in the districts. TIF is designed to fund improvements in areas where redevelopment may not occur without it. When a TIF district is developed, or redeveloped, there is an increase in the value of the property. The increased value of the property increases tax revenue. The increased tax revenues are the "incremental property tax". TIF's use the future increased revenue for repayment of eligible costs in the districts.

There are two TIF districts in Prairie Village:

- (1) Commercial district (95th and Nall Avenue)
- (2) Park and Village district (Meadowbrook Park)

CID - Corinth Fund

	2021 Actual	2022 Actual	2023 Budget	2023 Estimate	2024 Budget
Fund Balance 1/1	\$ 107,442	\$ 145,256	\$ 171,535	\$ 231,024	\$ 156,020
Revenues:					
Sales Taxes	612,766	641,726	650,000	615,000	620,000
Interest on Investments	367	4,042	4,332	6,996	5,000
Total Revenue	613,133	645,768	654,332	621,996	625,000
Expenditures:					
Contract Services	575,319	560,000	825,866	697,000	781,020
Total Expenditures	575,319	560,000	825,866	697,000	781,020
Total Uses	575,319	560,000	825,866	697,000	781,020
Sources Over(Under) Uses	37,814	85,768	(171,534)	(75,004)	(156,020)
Fund Balance @ 12/31	\$ 145,256	\$ 231,024	\$ 1	\$ 156,020	\$ -

Funding Sources: Monies received from the Community Improvement District additional 1% sales tax

Expenditures: Development within Corinth Square per Developer Agreement

CID - PV Shops Fund

	2021 Actual	2022 Actual	2023 Budget	2023 Estimate	2024 Budget
Fund Balance 1/1	\$ 112,252	\$ 248,046	\$ 251,555	\$ 450,261	\$ 343,606
Revenues:					
Sales Taxes	569,574	614,593	600,000	575,000	585,000
Interest on Investments	459	7,622	5,704	15,345	12,000
Total Revenue	570,033	622,215	605,704	590,345	597,000
Total Sources	570,033	622,215	605,704	590,345	597,000
Expenditures:					
Contract Services	434,239	420,000	857,259	697,000	940,606
Total Expenditures	434,239	420,000	857,259	697,000	940,606
Total Uses	434,239	420,000	857,259	697,000	940,606
Sources Over(Under) Uses	135,794	202,215	(251,555)	(106,655)	(343,606)
Fund Balance @ 12/31	\$ 248,046	\$ 450,261	\$ -	\$ 343,606	\$ -

Funding Sources: Monies received from the Community Improvement District additional 1% sales tax

Expenditures: Development within PV Shops per Developer Agreement

Transient Guest Tax

	2021 Actual	2022 Actual	2023 Budget	2023 Estimate	2024 Budget
Fund Balance 1/1	\$ 55,001	\$ 112,831	\$ 279,033	\$ 372,438	\$ 136,126
Revenues:					
Transient Guest Tax	202,504	288,557	280,000	280,000	280,000
Interest on Investments	304	7,931	268	13,788	268
Total Revenue	202,808	296,488	280,268	293,788	280,268
Total Sources	202,808	296,488	280,268	293,788	280,268
Expenditures:					
Contract Services	144,978	36,881	165,100	165,100	163,100
Capital Outlay (Harmon Park)	-	-	365,000	365,000	-
Capital Outlay (Other Parks)	-	-	-	-	190,000
Reserves	-	-	29,201	-	63,294
Total Expenditures	144,978	36,881	559,301	530,100	416,394
Total Uses	144,978	36,881	559,301	530,100	416,394
Sources Over(Under) Uses	57,830	259,607	(279,033)	(236,312)	(136,126)
Fund Balance @ 12/31	\$ 112,831	\$ 372,438	\$ -	\$ 136,126	\$ -

Funding Sources: Monies received from transient guest tax (TGT) levied upon gross rental receipts paid by guests for lodging in the city.

Expenditures: To be used on expenses in compliance with State Statute.

Details	2021	2022	2023	2023	2024
Arts Council Annual Allocation	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 10,000
VillageFest	-	598	35,000	35,000	37,000
JazzFest	-	25,000	35,000	35,000	35,000
Diversity Committee	-	-	16,500	16,500	12,500
Juneteenth Festival	-	-	15,000	15,000	15,000
Holiday	-	1,283	3,000	3,000	3,000
Meadowbrook JCPRD Festival	-	10,000	10,000	10,000	10,000
Meadowbrook/VT Partnership	-	-	25,000	25,000	25,000
Public Art Fund	-	-	10,000	10,000	10,000
Capital Outlay (Harmon Park)	-	-	365,000	365,000	-
Capital Outlay (Other Parks)	-	-	-	-	190,000
Contractual Payment to Trustee	114,978	-	-	-	-
City Admin Fee (2%)	-	-	5,600	5,600	5,600
Reserves (10% plus misc.)	-	-	29,201	29,201	63,294
	\$ 114,978	\$ 36,881	\$ 559,301	\$ 559,301	\$ 416,394

ARPA Fund

	2021 Actual	2022 Actual	2023 Budget	2023 Estimate	2024 Budget
Fund Balance 1/1	\$ -	\$ 1,701,226	\$ 1,703,090	\$ 3,372,939	\$ 1,372,939
Revenues:					
Intergovernmental (Federal Funds)	1,701,211	1,701,211	-	-	-
Interest on Investments	15	35,304	2,000	100,000	50,000
Miscellaneous	-	-	-	-	-
Total Revenue	1,701,226	1,736,515	2,000	100,000	50,000
Total Sources	1,701,226	1,736,515	2,000	100,000	50,000
Expenditures:					
Personnel Services	-	-	-	-	-
Contract Services	-	1,861	-	-	-
Commodities	-	4,811	-	300,000	-
Capital Outlay	-	58,129	1,702,421	1,800,000	1,400,000
Contingency	-	-	2,669	-	22,939
Total Expenditures	-	64,801	1,705,090	2,100,000	1,422,939
Total Uses	-	64,801	1,705,090	2,100,000	1,422,939
Sources Over(Under) Uses	1,701,226	1,671,714	(1,703,090)	(2,000,000)	(1,372,939)
Fund Balance @ 12/31	\$ 1,701,226	\$ 3,372,939	\$ -	\$ 1,372,939	\$ -

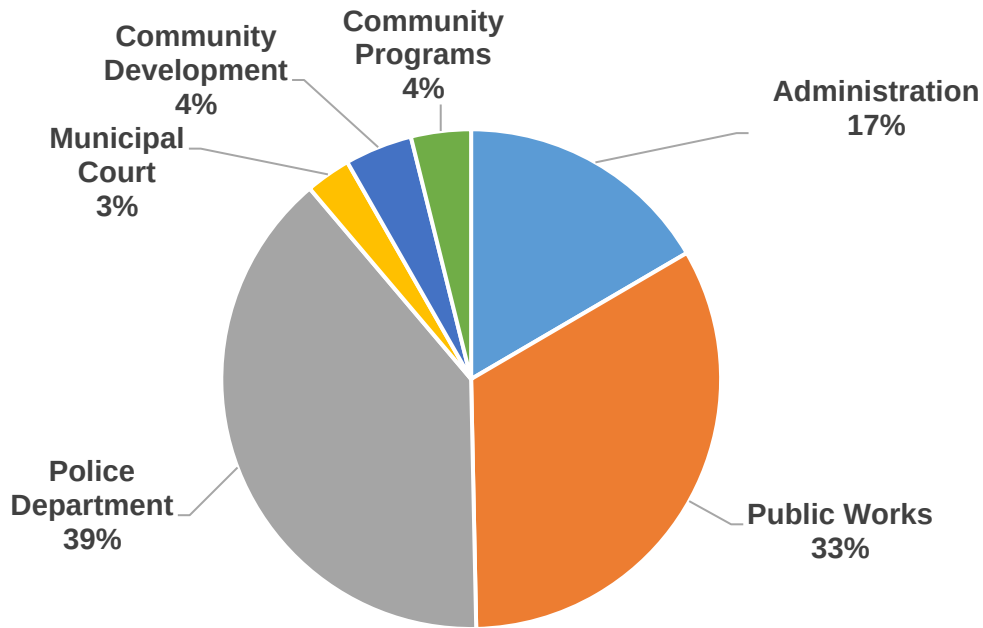
Funding Sources: Monies received from the Federal Government American Rescue Plan Act (ARPA) in response to the COVID-19 pandemic. Total allocation is \$3,402,421.

Expenditures: Must be spent on qualified expenditure categories including public health, revenue replacement, premium pay, or infrastructure. Must be obligated by December 31, 2024 and expended by December 31, 2026.

Details	2021	2022	2023	2023	2024
Public Health Expenditures	\$ -	\$ 6,147	\$ -	\$ -	\$ -
Potential Compensation Adjustments	-	-	-	-	-
Pool Improvement Project	-	-	-	1,800,000	-
IT/Phone System Improvements	-	-	300,000	300,000	-
Infrastructure TBD	-	58,129	1,402,421	-	1,400,000
Miscellaneous	-	525	2,669	-	22,939
	\$ -	\$ 64,801	\$ 1,705,090	\$ 2,100,000	\$ 1,422,939

General Fund: Summary by Department

Department	2020 Actual	2021 Actual	2022 Budget	2023 Budget
Administration	1,613,554	1,822,851	2,114,455	3,329,141
Public Works	5,368,596	5,659,461	6,305,508	6,650,062
Police Department	7,203,268	7,033,604	7,778,986	7,860,570
Municipal Court	456,013	500,552	575,977	589,720
Community Development	640,084	678,635	799,597	878,572
Community Programs	287,377	602,113	737,181	780,149
Total	15,568,892	16,297,217	18,311,704	20,088,214



Budget by Department

2024 Budget

FTE Summary by Department

Department	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Administration	9.48	10.55	10.55	10.55
Information Technology	-	2.00	3.00	3.00
Public Works	30.00	31.00	31.00	31.00
Police Department	61.00	59.00	59.50	59.50
Municipal Court	5.25	5.25	5.25	5.25
Community Development	8.32	7.45	7.45	7.45
Community Programs (Inc. Seasonal)	20.80	21.30	21.30	21.30
Total FTE	134.85	136.55	138.05	138.05
City Governance (unpaid positions)	13.00	13.00	13.00	13.00

FTE Summary by Program

Program	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Management & Planning	2.48	3.85	3.85	3.85
Information Technology	-	2.00	3.00	3.00
Public Works Mgmt., Engineering & Admin	8.00	8.00	8.00	8.00
Drainage Operation & Maintenance	6.00	6.00	6.00	6.00
Vehicle Maintenance	3.00	3.00	3.00	3.00
Street Operation & Maintenance	5.00	5.00	5.00	5.00
Parks and Grounds Maintenance	8.00	9.00	9.00	9.00
Police Department Administration	2.00	2.00	2.00	2.00
Staff Services	10.00	10.00	10.00	10.00
Community Services	2.00	2.00	2.00	2.00
Crime Prevention	1.00	1.00	1.00	1.00
Patrol	29.00	29.00	29.50	29.50
Investigations	6.00	6.00	6.00	6.00
Special Investigations	2.00	3.00	3.00	3.00
D.A.R.E.	1.00	1.00	1.00	1.00
Professional Standards	1.00	1.00	1.00	1.00
Traffic	5.00	4.00	4.00	4.00
Information Technology	2.00	-	-	-
Bailiff	0.25	0.25	0.25	0.25
Court Clerk	5.00	5.00	5.00	5.00
Human Resources	1.00	1.00	1.00	1.00
Finance	2.00	2.00	2.00	2.00
Codes Administration	7.87	7.00	7.00	7.00
Solid Waste Management	0.45	0.45	0.45	0.45
City Clerk	4.00	3.70	3.70	3.70
Community Programs	1.00	1.50	1.50	1.50
Swimming Pool	16.60	16.60	16.60	16.60
Concession Stand	3.00	3.00	3.00	3.00
Tennis	0.20	0.20	0.20	0.20
Total FTE	134.85	136.55	138.05	138.05
Mayor & Council (unpaid positions)	13.00	13.00	13.00	13.00

2024 Budget

FTE Summary by Department

Department	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Administration	9.48	10.55	10.55	10.55
Information Technology	-	2.00	3.00	3.00
Public Works	30.00	31.00	31.00	31.00
Police Department	61.00	59.00	59.50	59.50
Municipal Court	5.25	5.25	5.25	5.25
Community Development	8.32	7.45	7.45	7.45
Community Programs <i>(Inc. Seasonal)</i>	20.80	21.30	21.30	21.30
Total FTE	134.85	136.55	138.05	138.05
City Governance <i>(unpaid positions)</i>	13.00	13.00	13.00	13.00

FTE Summary by Position

Department/Position	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Administration				
City Administrator	1.00	1.00	1.00	1.00
Deputy City Administrator	0.48	0.85	0.85	1.00
Assistant City Administrator	-	1.00	1.00	1.00
Public Information Officer	1.00	1.00	1.00	1.00
Human Resources Manager	1.00	1.00	1.00	1.00
Finance Director	1.00	1.00	1.00	1.00
Accounting Clerk	1.00	1.00	1.00	1.00
Receptionist	1.00	0.70	0.70	0.70
Administrative Support Specialist	2.00	2.00	2.00	2.00
City Clerk	1.00	1.00	1.00	0.85
Information Technology	-	2.00	3.00	3.00
Total	9.48	12.55	13.55	13.55
Public Works				
Public Works Director	1.00	1.00	1.00	1.00
Senior Project Manager	-	1.00	1.00	1.00
Project Inspector	1.00	1.00	1.00	1.00
Manager of Engineering Services	1.00	-	-	-
Office Manager	1.00	1.00	1.00	1.00
Field Superintendent	1.00	1.00	1.00	1.00
Construction Inspector	2.00	2.00	2.00	2.00
Administrative Support Specialist	1.00	1.00	1.00	1.00
Stormwater Engineer	1.00	1.00	1.00	1.00
Forestry Specialist	1.00	1.00	1.00	1.00
Crew Leader	5.00	5.00	5.00	5.00
Maintenance Workers	14.00	15.00	15.00	15.00
Mechanic	1.00	1.00	1.00	1.00
Total	30.00	31.00	31.00	31.00
Police Department				
Police Chief	1.00	1.00	1.00	1.00
Police Captain	2.00	3.00	3.00	3.00
Police Sergeant	7.00	5.00	5.00	5.00
Police Corporal	3.00	4.00	4.00	4.00
Police Officer	33.00	34.00	34.00	34.00
Executive Assistant	1.00	1.00	1.00	1.00
Communications Supervisor	1.00	-	-	-
Dispatcher	6.00	6.00	6.00	6.00
Records Clerk	2.00	2.00	2.00	2.00
Property Room Clerk	1.00	1.00	1.00	1.00
Crime Analyst	-	-	0.50	0.50
Community Service Officer	2.00	2.00	2.00	2.00
Information Technology	2.00	-	-	-
Total	61.00	59.00	59.50	59.50

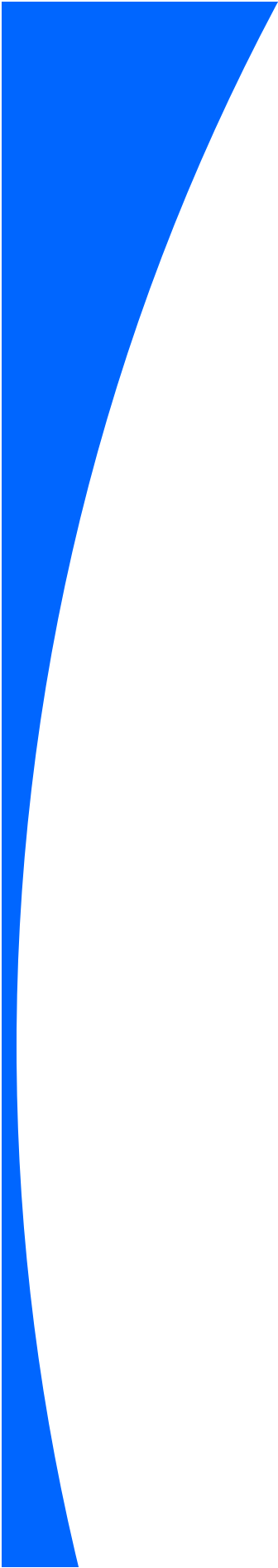
2024 Budget

FTE Summary by Position

Department/Position	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Municipal Justice				
Court Bailiff	0.25	0.25	0.25	0.25
Court Administrator	1.00	1.00	1.00	1.00
Court Clerk	4.00	4.00	4.00	4.00
Total	5.25	5.25	5.25	5.25
Community Development				
Deputy City Administrator	0.52	0.15	0.15	-
City Clerk	-	-	-	0.15
Receptionist	0.30	0.30	0.30	0.30
Codes Support Specialist	2.00	2.00	2.00	2.00
Building Official	1.00	1.00	1.00	1.00
Code Enforcement Officer	2.00	2.00	2.00	2.00
Building Inspector	2.00	2.00	2.00	2.00
Management Intern	0.50	-	-	-
Total	8.32	7.45	7.45	7.45
Community Programs				
Assistant City Administrator	1.00	1.00	1.00	1.00
Special Events Coordinator	-	0.50	0.50	0.50
Pool Manager	0.35	0.35	0.35	0.35
Assistant Pool Manager	0.50	0.50	0.50	0.50
Guards	14.75	14.75	14.75	14.75
Coaches	1.00	1.00	1.00	1.00
Concession Worker	3.00	3.00	3.00	3.00
Tennis Instructor	0.20	0.20	0.20	0.20
Total	20.80	21.30	21.30	21.30
Grand Total	134.85	136.55	138.05	138.05
Unpaid Positions				
Mayor	1.00	1.00	1.00	1.00
Council Member	12.00	12.00	12.00	12.00
Total	13.00	13.00	13.00	13.00
Appointed/Contracted Officials				
City Attorney/Assistant City Attorney	0.05	0.05	0.05	0.05
City Planner	0.05	0.05	0.05	0.05
City Treasurer	0.05	0.05	0.05	0.05
City Prosecutor	0.50	0.50	0.50	0.50
Municipal Judge	0.50	0.50	0.50	0.50
Public Defender	0.25	0.25	0.25	0.25
Total	1.40	1.40	1.40	1.40

**City of Prairie Village
2024 Budget Calendar**

Month	Date	Action Item
February	2/21/23	Council Meeting - Handout 2024 Budget Calendar Outline
March	3/6/23	Council Meeting - (1) 2024 Budget Goals and Objectives (2) Mill Rate Handout (3) Decision Packages (<i>send to Jason by 4/7/2023</i>)
	3/9/23	Meet with Johnson County Appraiser - Beau Boisvert
	3/20/23	Council Meeting - 4th Quarter 2022 Financial Report
April	4/3/23	Council Meeting - (1) Worker's Compensation and Insurance Cost Assumptions
	4/7/23	Department budget requests due
	4/10 - 4/14/23	Budget review process with individual departments
	4/17/23	Council Meeting - (1) Decision Package Discussion (2) Preliminary Revenue Estimate (3) Committee 2024 Budget and Funding requests (Village Fest, Arts Council, Environmental, Diversity and Jazz Fest)
May	5/1/23	Council Meeting - (1) CIP Discussion and Annual Road Condition Report
	5/9/23	Finance Committee Meeting - Preliminary 2023 Budget Established and Decision Packages
	5/15/23	Council Meeting
	5/18/23	Finance Committee Meeting - Preliminary 2023 Budget Established and Decision Packages (Continued)
	5/29/23	HOLIDAY
June	6/5/23	Council Meeting
	6/15/23	SB 13: County Clerk will calculate and notify taxing entities of revenue neutral rate
	6/20/23	Council Meeting - 2023 Budget Discussion and Approval of Preliminary Budget
July	7/3/23	Council Meeting, may be canceled
	7/4/23	HOLIDAY
	7/17/23	Council Meeting - SB 13 Resolution Stating Intent to Exceed Revenue Neutral Rate, Request Permission to Publish 2024 Budget & Set Budget Adoption and Revenue Neutral Rate Public Hearing Date
	7/20/23	SB 13: Governing Bodies notify County Clerk of intent to exceed revenue neutral rate w/ date, time and location of hearing
August	8/7/23	Council Meeting
	8/10/23	Notification sent to taxpayers by the county, if exceeding revenue neutral rate
	8/21/23	Council Meeting
	8/23/22	Latest date for notice to be published in the Legal Record for RNR and Budget Hearing
	8/25/23	Submit budget forms to County Clerk (due August 25th) <i>If not exceeding revenue neutral rate</i>
September	9/5/23	Council Meeting - SB 13 Public Hearing (Must be no later than September 20) and Budget Hearing/Adoption
October	10/1/23	Submit budget forms to County Clerk if Exceeding Revenue Neutral Rate (due October 1st)
	10/1-10/31/23	Finalize Budget Book; Submit to GFOA Award Program



Additional 2024 Budget information can
be found on the City's website at

www.pvkansas.com.

2024 Proposed Budget as of 7/17/2023

MAYOR'S ANNOUNCEMENTS
Monday, July 17, 2023

Tree Board	08/02/2023	6:00 p.m.
City Council	08/07/2023	6:00 p.m.
Diversity Committee	08/08/2023	4:00 p.m.
City Council	08/21/2023	6:00 p.m.

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INFORMATIONAL ITEMS
July 11, 2023

1. Board of Zoning Appeals meeting minutes – May 2, 2023
2. Planning Commission meeting minutes – May 2, 2023
3. Diversity Committee meeting minutes – June 13, 2023
4. JazzFest Committee meeting minutes – June 20, 2023
5. VillageFest Committee meeting minutes – June 22, 2023
6. Consolidated Fire District #2 second quarter report
7. July plan of action

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
MINUTES
TUESDAY, May 2, 2023**

ROLL CALL

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, May 2, 2023, at 6:30 p.m. in the Council Chambers of the Municipal Building at 7700 Mission Road. Chair Patrick Lenahan called the meeting to order at 6:30 p.m. with the following members present: Jonathan Birkel, James Breneman, Gregory Wolf, Melissa Brown, Nancy Wallerstein, and Jeffrey Valentino.

The following individuals were present in their advisory capacity to the Board of Zoning Appeals: Chris Brewster, Multistudio; Nickie Lee, Deputy City Administrator; Mitch Dringman, Building Official; Greg Shelton, Council Liaison; Adam Geffert, City Clerk/Board Secretary.

APPROVAL OF MINUTES

Mr. Breneman moved for the approval of the minutes of the October 11, 2022, Board of Zoning Appeals meeting as presented. Mrs. Wallerstein seconded the motion, which passed 6-0, with Mr. Wolf in abstention.

PUBLIC HEARINGS

BZA2023-01 Variance of Required Site Setback
5200 W. 69th Street
Zoning: R-1A
Applicant: Dan McCarthy

Mr. Brewster stated that the applicant was requesting a variance from Section 19.08.015 of the City's zoning regulations to allow a garage to be built 5.3' from the side setback, rather than the required 7'. The development standards require a side setback that is:

- At least 7' on each side
- At least 20% of the lot width on both sides
- At least 12' from any adjacent building

Mr. Brewster noted that the applicant intended to tear down an existing home and replace it with a new home. However, the plan proposed to retain the driveway and existing

garage, which did not comply with side setback requirements. The plan (and existing condition) resulted in the following:

- Separation from the existing home on the west side of at least 29.3' at the closest point (compliant with Section 19.06.015)
- A combined setback of 25.7' for both sides on the subject lot, totaling 20.2% of the lot width (compliant with Section 19.06.015)
- A specific setback of 5.3' on the west (garage) side of the lot (not compliant with Section 19.06.015)

Mr. Brewster noted that Section 19.54.030 of the zoning regulations required the Board to find that all five of the following "golden factors" be met to grant a variance:

1. Uniqueness - That the variance requested arises from such condition which is unique to the property in question, and which is not ordinarily found in the same zone or district and is not created by an action or actions of the property owner or the applicant.
2. Adjacent Property - That the granting of the permit for the variance would not adversely affect the rights of adjacent property owners or residents.
3. Hardship - That the strict application of the provisions of these regulations from which a variance is requested will constitute an unnecessary hardship upon the property owner represented in the application.
4. Public Interest - That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.
5. Spirit and Intent of the Regulation - That the granting of the variance desired would not be opposed to the general spirit and intent of these regulations.

He added that if the Board did approve the variance, it should be subject to the following conditions:

1. That the variance be granted only to the extent shown with the submitted application, sufficient to retain the existing structure without further expansion.
2. The variance, if approved, be recorded with the County Register of Deeds within one year of approval.

Applicant and property owner Dan McCarthy was present to discuss the variance. He stated that tearing down the existing garage would significantly increase the cost of the project, and that surrounding neighbors were supportive of the garage remaining in place.

Mr. Lenahan opened the public hearing at 6:39 p.m. With no one present to speak, Mr. Lenahan closed the hearing at 6:40 p.m.

Board members reviewed the golden factors and determined that the proposal met all requirements.

Mr. Wolf made a motion to approve the variance. Mr. Breneman seconded the motion, which passed 6-1, with Ms. Brown in opposition.

OTHER BUSINESS

None

ADJOURNMENT

Chair Patrick Lenahan adjourned the meeting of the Board of Zoning Appeals at 6:41 p.m.

Adam Geffert
City Clerk/Board Secretary

PLANNING COMMISSION MINUTES MAY 2, 2023

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, May 2, at 7:00 p.m. in the Council Chambers at 7700 Mission Road. Chair Greg Wolf called the meeting to order at 7:00 p.m. with the following members present: Jonathan Birkel, James Breneman, Patrick Lenahan, Melissa Brown, Nancy Wallerstein, and Jeffrey Valentino.

The following individuals were present in their advisory capacity to the Planning Commission: Chris Brewster, Multistudio; Nickie Lee, Deputy City Administrator; Greg Shelton, Council Liaison; Mitch Dringman, Building Official; Adam Geffert, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Mr. Lenahan moved for the approval of the minutes of the March 7, 2023, regular Planning Commission meeting. Mrs. Wallerstein seconded the motion, which passed 4-0, with Mr. Birkel, Mr. Breneman and Ms. Brown in abstention.

Mr. Birkel moved for the approval of the minutes of the April 4, 2023, regular Planning Commission meeting. Mr. Breneman seconded the motion, which passed 6-0, with Mr. Lenahan in abstention.

PUBLIC HEARINGS

PC2023-106 Renewal of special use permit for the operation of a country club
 4100 Homestead Court
 Zoning: R-1A
 Applicant: Homestead Country Club

Mr. Brewster stated that Homestead County Club was originally built in 1954 and had been operating under a special use permit since 1982. The permit had been renewed and amended several times to account for different operations and development activity. He noted that the current application was a renewal of the existing special use permit due to the set expiration date (5 years) from the previous approval in 2018. No additions or changes to the current site or operations were proposed with the application.

The property is zoned R-1A, single-family residential district, and the building and site meet all R-1A standards, particularly those applied to permitted civic and institutional uses

in the R-1A district. "Country clubs and private clubs" are permitted in R-1A districts subject to special use permits.

Mr. Brewster said staff considers that the facts support the findings required to renew the special use permit, and that the Planning Commission should recommend that the City Council approve the renewal of the permit subject to the following:

1. All conditions and limitations of previous special use permits, renewals, and site plans remain in effect, specifically noting the following:
 - a. The special use permit is approved for a country club/private club which includes swimming, physical fitness, tennis, other similar recreational facilities, and dining activities including the sales of beer, wine and alcoholic beverages, all of which will be available only to members and their guests.
 - b. That the club shall comply with all statutes of the State of Kansas and all ordinances of the City of Prairie Village relating to alcoholic liquor and/or cereal malt beverage and the sale or dispensing thereof.
 - c. That the special use permit shall run with the land.
 - d. If the applicant is found to be in non-compliance with the conditions of the special use permit, the permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected.
2. The following changes shall require review of a site plan by the Planning Commission, and any significant changes could be considered an alteration of the special use permit requiring amendment of the permit through applicable procedures.
 - a. Changes to buildings and structures, including expansion, addition, new buildings and structures, or significant alteration of the style or appearance of buildings.
 - b. Changes to outside operations including the number, configuration, lighting, or orientation of sport courts and pool facilities, or other activities that could impact visual and audible impacts on property.
 - c. Changes to access and circulation, including the design, layout, and operation of parking areas, and the level of events and activities that affect peak parking and parking management strategies.
 - d. Significant changes to landscaping that alter the relationship to surrounding properties.
3. Staff may verify that all conditions of prior site plan approvals, and particularly related to parking, lighting, drainage, and landscape, comply and any non-compliance is corrected in accordance with condition 1(d).
4. The special use permit shall be valid for a period of 10 years according to these conditions and limitations, and upon expiration shall require evaluation and potential renewal of the permit subject to the applicable standards, and the circumstances of the property and surrounding area at that time. If at any time the use is discontinued or abandoned the special use permit will expire in accordance with Section 19.28.055.

Mr. Brewster said that some residents had expressed concerns about parking issues during large events at the club. He noted that the Public Works Department had placed “no parking” signs on one side of Homestead Court, and that street parking was limited to certain periods. Additionally, he stated that parking tickets could be issued for violations.

Jeff Clark, General Manager of Homestead Country Club, 4100 Homestead Drive, was present to discuss the application. He stated that he had no objections to the conditions for approval.

Mr. Wolf opened the public hearing at 7:19 p.m. With no one present to speak, Mr. Wolf closed the hearing at 7:20 p.m.

Mrs. Wallerstein suggested reducing the renewal period of the permit from ten years to five years.

After further discussion, Mr. Lenahan made a motion to approve the renewal of the special use permit for a five-year term. The motion was seconded by Ms. Brown and passed unanimously.

NON-PUBLIC HEARINGS

None.

OTHER BUSINESS

Ms. Lee provided an update on the upcoming forums to discuss housing proposals in R-2, R-3, R-4, MXD and commercial zoning districts on June 22 and July 13 at the Meadowbrook Park clubhouse. An opportunity for residents to provide feedback online would also be available.

Mrs. Wallerstein asked if the City would ensure that attendees at the forums were Prairie Village residents. Ms. Lee said that such attendance restrictions could not be made for public meetings, and that it would be difficult to verify that attendees were in fact residents. She added that there would be sign-in sheets at the forums.

Ms. Lee also noted that the City Council held a work session on April 24 to discuss and prioritize housing proposals in R-1 zoning districts. Councilmembers prioritized reviewing regulations for short-term rental properties and revisiting the City’s neighborhood design guidelines, specifically regarding home sizes and lot coverage regulations.

ADJOURNMENT

With no further business to come before the Commission, Mr. Wolf adjourned the meeting at 7:34 p.m.

Adam Geffert
City Clerk/Planning Commission Secretary

Prairie Village Diversity Committee Agenda
June 13, 2023
4:00 p.m.
Prairie Village City Hall – Multi-Purpose Room

Call to Order

Attendance

Cole, Karen, Chi, Captain Washington; Tim; Dennis; Hazel; Etienne

Approval of Agenda

Hazel motion to add item to agenda; Karen second; Unanimous.

Land Acknowledgment - Chi

Opening Remarks/Welcome – Cole Robinson

Approval of Meeting Minutes (5/9/23)

Karen; Hazel second; passes unanimously.

Presentations

None

Public Participation

Leon Patton citizen

Committee Discussion

Liaison Updates

- Citizen Advisory Board – George Williams/Capt. Ivan Washington
- Civil Service Board – George Williams/Capt. Ivan Washington
 - *Captain Washington Update on Recruiting:*
 - Hired four new people, two in training and two in academy.
 - Interviewing three more
 - Looking for certified officers

- REIC Update – Cole / Tim
 - 12-15 people; small group
 - Overall good; discussion about current events
 - No timeline for when the next one but will share that when available.
 - Questions about varying time of event
- UCS

Project/Event Updates

- Juneteenth Update – George Williams
 - *Dennis provided update:*
 - Volunteers: Signup genius is filling up
 - Approximately 170 people have signed up to attend the event.
 - Volunteer meeting on Thursday
- Village Voice/Social Media Discussion – Chi
 - Our First meet your neighbor piece will go in the Village Voice.
 - Taking suggestions on next options
 - Discussed Criteria: Only Prairie Village Resident

Old Business

- Interpretive Panel Update – David Magariel
 - No Update; Cole looking for more information.
- Discuss Town Hall event – Hazel (June 26, 2023)
 - Cole Update: struggled to find a moderator.
 - Hazel offered to be a moderator but stayed on panel.
 - David can moderate the town hall.
 - Advertising can begin.
- Discuss a PV Seen event for Spring/Summer – (June 24, 2023) Etienne
 - Able to leverage existing resources.
 - Considering QR code track attendance
 - Flyers will go on table at Juneteenth.
- Discuss indigenous people's event – (October 8, 2023)
 - The event starts at 2 pm and goes on to 4 pm - looked into adjusting time but not possible.
 - Planning discussion will begin next month.

New Business

- Discuss Antisemitism event / venue?
 - Partnering with JCRB
 - Weeknight availability at Meadowbrook in late August to Early September
 - Cole following up on donation for training.
 - Pursuing more details
- Trans Rally Co Sponsoring event
 - Putting the Diversity Committee for Partnership
 - Event is July 1st, which is Saturday after Town Hall, making this Call to Action Opportunity
 - Hazel's participation meets requirement for including.
 - Hazel motion; Etienne seconds; Passes 5 yes - 0 no - 1 abstain (Dennis)

Motion to Adjourn: Karen; Etienne second

Looking Ahead 2023

June

- Juneteenth Freedom Celebration – June 17, 2023, from 4:00 – 7:00 pm at Harmon Park
- PV Seen – June 24, 2023, from 1030 am – 1230 pm at Porter Park
- Town Hall event – June 26, 2023, 6:00 – 7:30 pm at Meadowbrook

July

- Committee meeting - July 11, 2023, at 4:00 pm

August

- Committee meeting - August 8, 2023

Information Items or Announcements

Adjournment

Prairie Village Jazz Fest 2023
Committee Meeting
Tuesday June 27, 5:30 p.m.
City Council Chambers

Attendees

Dave Hassett	Food and Beverage Chair
Amanda Hassett	VIP Services Chair
Dave Robinson	City Council Liaison
J.D. Kinney	Special Events Coordinator, Committee Chair
Joyce Hagen Mundy	Volunteer Chair
Kyle Vanlanduyt	Master of Ceremonies
John Wilinski	Artist Relations and Backstage Chair

Committee Chair's Report

No update

Talent

Contracts have been issued for all acts named in the Jazz Fest 2023 budget. Four of 5 contracts have been signed by the artists and by the city.

F&B

Mad Greek, Taste of Italy, Burg and Barrel, Polar Oasis and Butterfluff Kettlecorn confirmed. Seeking one additional truck. Wine by the glass will return in 2023 but not sangria. All unopened leftover sangria ingredients will be returned to Rimann, hopefully for credit against the 2023 wine order. JD to send Dave inventory of the return.

VIP Services

Need to purchase 1 adirondack chair to replace the one that broke in 2022

Stage, Lighting and Technical Services

Need to work with PD and Public Works to find a solution for closing the skate park for move-in and move-out. Skaters continue to be uncooperative and some are hostile when the park, or portions of it are being used for other events.

Infrastructure

Have contacted AAA and they are pulling together a quote based on 2022. We will have a new vendor for porta potties in 2023 and the cost will be higher. Budget line has been increased

Marketing

Nothing new until lineup is finalized

Backstage/Artist Hospitality

10x20 tent for the area adjacent to the 20x20 main backstage tent has been delivered and put up. Looks great

City Committees/Exhibitor Tents

Renewal by Andersen has signed up for an exhibitor booth and payment has been received

Johnson County Arts Council does not intend to display

PV Foundation confirmed

Johnson County Library, PV Arts Council, Environmental Committee, Diversity Committee TBD

The next Jazz Fest Committee meeting was scheduled for Tuesday July 25, at 5:30 pm in the MultiPurpose Room.

The meeting concluded at 6:10 p.m.

Respectfully submitted: JD Kinney

VillageFest 2023

Meeting Information	
Location	Multipurpose Room - PV City Hall
Date & Time	Thursday June 22, 2023, 2023 5:30PM - 6:31PM
Attendees	• Amber Fletcher • JD Kinney • Courtney McFadden • Ted Fritz • Toby Fritz • Joel Crown • Steve Meyer • Luke Roth • Teresa Stewart

Discussion Notes	
Pancake Breakfast	• Credit card terminals have arrived and are charging. JD will conduct a site test 6/27. • Waiting to hear back from Starbucks to coordinate donation/purchase of coffee.
Patriotic Program	• We will get the podium and flags from PD, need sandbags or something so they won't blow over. • Mayor's remarks drafted, review ongoing.
Spirit Awards	• Awards received.

KS National Guard History Museum and Display	• No Update
History Display	• Historic photos and photo book retrieved from storage. Some are being scanned to add to the presentation and will be made available for physical display. • Need to assess how many tables are needed in the lobby.
Vendors and Exhibitors	• Good Vets, Body 20, and Renewal by Anderson exhibitors confirmed.
Live Entertainment	• All mainstage musical acts contracts were received and completed. • Slip n Slide - tarp and baby shampoo received. Public works is creating a new water delivery system to spray the entire length of the slide. • Sister Act - confirmed ○ Amber and JD met with Sister Act and found a new, hopefully less sunny, location on the east side of the basketball court. They will have two tents. Bubble Guy will share a shade tent with Amazing Alex in the city hall upper courtyard.
Pie Contest	• So far we have 20 submissions. • Polaroid camera and ribbons have arrived. • Judges confirmed
Activities	• Power test using new equipment to access Harmon Park power box completed 6/15. Fun Services may be able to use our power rather than their generator. We will move Sterling Silver DJ near rides to entertain while they wait in line. • Petting Zoo and Pony Rides - contract completed

	● Military Vehicles ○ Huey helicopter confirmed ○ The Military Vehicle Preservation Association is determining what they will send. ● Mayor will toss foam pool balls and mini chocolates from the FD bucket, scheduled for 9:00 am following the Patriotic Program. ● The Children's Craft area will be on the basketball court. ● The Little Village- play area for those 3 and under will be moved to the shade adjacent to the Community Center.
Giveaways	● We have 500 red and 500 blue string bags with the VillageFest logo.
Infrastructure	● New vendor for port a potties and hand wash stations confirmed.
Marketing	● Sign Gypsies will put up a yard sign on the hill (near the info booth) that says "Happy 4th of July - VillageFest 2023." This will be a great photo opportunity. ● Mission Road Banners - Light pole banners are up.
Next Meeting	● July 4, 2023 VillageFest

Activity Report | 2nd Quarter 2023



In this issue:

- Service Calls Report
- Training
- Community News and Events
- CFD2 Team
- Achievements & Accomplishments
- New CFD2 Employees



2nd Quarter 2023

Medical/Assist Calls	872
Fire Calls	534
Total Calls for Service	1406
Training Hours	2733
PR/Educational Activities	46

CFD2 FIRE TRAINING



Crews practicing their rope rescue skills at South Platte Training Tower.



Crews completing in-house rope training. Rope training is an imperative part of a firefighter's job to assist in different technical and rescue situations.



A-21's crew doing some training atop a local business in Mission.



Firefighter's Dougan and Fowler participating in a friendly forcible entry competition at a training class in Goodland, KS.

FF Fowler helping train for RIT operations. RIT means 'Rescue Intervention Team' (aka RIC - Rescue Intervention Crew), which are dedicated crews to perform



rescue efforts of firefighters in Mayday or emergency situations, in which the firefighter(s) are in trouble. This is assigned for every working fire, so crews stand ready to go in to rescue their brother or sister firefighters, if needed. These teams or crews play a vital role in preparedness on fire scenes.



CFD2 and Leawood FD crews participating in live fire training at South Platte training tower. While utilizing the training tower, crews work through different scenario-based training. This is meant to play out as close to "real-life" scenarios as possible so that crews keep up their training and experience for real-life situations and emergencies. Working jointly in training helps to ensure smooth operations on the actual fireground.

COMMUNITY NEWS and EVENTS



Thank you to NEJC Chamber for the opportunity to play in the 22nd annual Golf Classics golf tournament, our folks had a blast!

Pictured from left to right: Fire Medic Mick Green, Apparatus Operator Jason Bichelmeyer, retired Captain George Stewart, and

Annual CFD2 OPEN HOUSE success!

Thank you to everyone who made it out to our annual open house on May 13th. We raised \$1,565 to give back to our communities and our Back to School With a Firefighter program. See some fun pictures from the event below!





OUR CFD2 TEAM

ON THE JOB



A citizen sent us this picture of B-23's Engine crew, taking time after a call to show a kiddo the firetruck. We <3 our firefighters.

A-21's crew went to an



event for JCPRD in May, where another group of wildlife experts brought in birds and animals to show the kids. After our crew left, the wildlife crew was

packing up, when this little fella flew into a tree. A-21's returned and helped get him out of the tree. Here's a picture of Captain Truax (above) and another picture with Apparatus Operator Dillon (below), with the escapee BEFORE the "bird rescue".



PVPD Chief Roberson playing firefighter for a day with the NEJC Leadership class. Participants were able to gear up into firefighter bunker gear and go through different stations/experiences at the Overland Park Fire Department Training Center with some of our officers. Did you know that when firefighters have full gear on for fires, it can weigh up to 70 pounds?! Whew!



Have you ever seen a Joey holding a Joey? Our very own Firefighter Joey, got to hold a joey (baby kangaroo), when wildlife experts came by the station in early April. We're certain this is something Firefighter Joey will never forget!



Speaking of up to 70 pounds in gear, this makes it even more imperative that crews hydrate when fighting fires...especially in this heat! Pictured above is C-21's crew hydrating after working a house fire.



C-21's crew sent on auto aid for an Overland Park house fire on May 14th. Did you know that Johnson County fire departments have an automatic aid agreement set in place, to send the closest units on specific calls? Having this agreement in place, provides the best

How about a "Fischer" with a gator? We've got puns all day. Here's Firefighter Fischer being brave by holding a ferocious gator...or crocodile? And by ferocious, we mean cute.

service to citizens for high priority calls, increasing the chances of saving life and property.



NEJC Chamber stopped by Fire Admin and Station 22, to showcase CFD2 for small business week. We love being part of the Chamber and are so grateful for the opportunities they provide, not only for the fire department, but for businesses and citizens in Northeast Johnson County.



Evening Care Special Needs Ministries invited CFD2 out to show off the firetruck at their carnival. Needless to say, the smiles were endless! Thank you for inviting us out for a fun

Achievements & Accomplishments



Congratulations to our very own Firefighters, Blake Rutherford (left) and Austin Wessling (right), who have now completed the paramedic program and passed their state exams! Not only did they continue to work shifts at CFD2, they have spent the last year and a half going to classes and completing the required clinicals to become a firefighter-paramedic. Way to go!

CFD2 MILESTONE ANNIVERSARIES

Congratulations to the following CFD2 members who reached service milestones in the 2nd quarter:

- 25 years - BC Josh Register
- 15 years - Lieutenant Dustin Prothe



New CFD2 Employees



Adam Zweifel (FF1)



De Blakemore - Intern



Katie O'Connor - Intern

Welcome to the CFD2 Family! Adam Zweifel was recently hired for our Firefighter 1 opening, where he comes from Arkansas City Fire Department. De Blakemore has begun his classes to become a firefighter and will intern with CFD2 while completing the requirements. Katie O'Connor comes to us as an intern and has completed Fire 1 and 2 and is currently completing her EMT class this summer. Our intern positions allow people who are enrolled in classes and are interested in a firefighting career to get hands on experience and guidance, while completing the requirements to become a firefighter. We hope to provide knowledge, guidance and experience to all of them, so that they may be successful firefighters in the future!

Johnson County Consolidated Fire District No.2 | 913-432-1105 | ContactUs@cfid2.org | www.cfid2.org

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THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: June 29, 2023

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan 

SUBJECT: JULY PLAN OF ACTION

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

- Recommendation of Employee Benefits Broker - Tim/Cindy (07/23)
- 2024 Budget Process
 - Resolution to Exceed Revenue neutral Rate - Jason (07/23)
 - Permission to Publish Budget - Jason (07/23)
- 2nd Quarter Police Pension Board Meeting - Cindy (07/23)
- 2nd Quarter Financial Report - Jason (07/23)
- KU Kickoff Permitting - Adam (07/23)
- City Hall Rebuilding Options Presentation - Melissa (07/23)
- VillageFest - JD/Staff (07/23)
- JazzFest - JD/Staff (07/23)

In Progress

- 2024 International Energy Conservation Code - Nickie/Mitch (06/23)
- 2022 Audit Presentation/ACFR - Jason (06/23)
- Annual CID Report - Jason (06/23)
- Accounting Software Upgrade Implementation - Jason (06/23)
- Update Design Guidelines in R1-B - Nickie/Chris (05/23)
- Short Term Rental Zoning Update - Nickie/Chris (05/23)
- Planning for Housing Forums in R-2/R-3/R-4/Commercial - Nickie/Chris (05/23)
- 2024 Budget Process - Staff (05/23)
 - Mission Hills Budget
- Community Center - Wes/Keith (05/23)
 - MOU w/YMCA
 - MOU w/Library
 - Owner's Representative
- Finalize 2022 Annual Comprehensive Financial Report - Jason (05/23)
- 2022 Financial Audit - Jason/Nickie (03/23)
- KERAMIDA Sustainability Program Implementation - Meghan/Ashley (03/23)
- Marketing Strategy Evaluation - Ashley/Meghan (01/23)

- Annual Every Update - Wes (12/22)
- Research Federal Infrastructure/Jobs Act Grants - Jason/Nickie/Keith (12/22)
- Public Arts Fund program planning - Nickie/Meghan (11/22)
- Park Sign Replacement and Branding Process - Melissa (9/22)
- Recycle Right Initiative - Ashley/Adam (07/22)
- Subdivision Regulations Amendments/Easement Vacation - Nickie/Chris (04/22)
- Agenda Management Software Evaluation - Adam/Ashley (12/21)
- Phone System Replacement - IS (11/21)
- Researching Department of Energy Solar App+ Program - Nickie (10/21)
- American Rescue Plan Act Fund Uses & Expiration - Staff (04/21)
- Research Viability of Interior Rental Inspections - Nickie (06/19)

Completed

- COPS Grant - PD (03/23)
- Employee Benefits Broker RFP/Selection - Cindy/Tim (04/23)
- Juneteenth Celebration Event - Tim (05/23)
- Crossing Guard Contract - Chief Roberson (06/23)
- Pride Proclamation - Adam (06/23)
- Village Voice/July-August - Ashley (06/23)
- Reappointment of PW Director - Adam (06/23)
- 2024 Budget Process (06/23)
 - Council Presentation - Jason/Nickie/Wes
 - Bond Capacity
 - Revenue Neutral Rate - Jason
- Community Center - Wes/Keith (05/23)
 - RFQ Owners Representative
 - Owner's Representative Selection Process

Ongoing

- City Hall/PD Feasibility Study - Melissa/Staff (04/22)
- Business Continuity Plan - Tim/Dan/Nickie (03/22)
- Disaster Recovery Plan - Dan/Tim (03/22)
- Diversity Training - Tim/Cindy (06/22)

Tabled Initiatives

- Pool Mural Project - Meghan (04/21) [placed on hold until the Community Center discussion is decided upon]
- Review & update the City Code/Ordinances
- Review & Update City Policies
- Review of Smoking Ordinance/e-cigs
- Single Use Plastic Bag Discussion - Staff (02/20) [pending Council direction]