The public may attend the meeting in person or view it online at
http://pvkansas.com/livestreaming

COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, April 15, 2024
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 AND APPOINTMENTS**

- Appointment of new Ward 3 councilmember
- Arbor Day proclamation
- Earth Day proclamation
- Youth Council graduation: Brynn Bettenhausen, John Gagen, Robbie Lashmet, Isabelle Zschoche

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 April 15. 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 – April 1, 2024
2. Consider approval of expenditure ordinance #3037
3. Consider agreement with Frank Gilman for public defender services
4. Consider approval of purchase order for picnic tables for Harmon Park pavilion

5. Consider bid award for highway rock salt
6. Consider bid award for purchase of swimming pool chemicals

IX. COMMITTEE REPORTS

PC2024-107 Planning Commission – Update regarding the Planning Commission's upcoming zoning code updates
Chris Brewster

X. MAYOR'S REPORT

XI. STAFF REPORTS

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2024-26 Consider design agreement with Trekk Design Group, LLC for the design and construction observation of Nall Avenue, 75th Street to 79th Street (2024 CARS)
Melissa Prenger

COU2024-32 Consider approval of 2024 waste tire grant project at Taliaferro Park
Melissa Prenger

COU2024-33 Consider approval of Taliaferro Park inclusive elements playset package
Melissa Prenger

COU2024-34 Consider construction contract with Infrastructure Solutions, LLC for storm drainage repair program
Cliff Speegle

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

2025 Budget

- 2025 decision packages
- 2024 estimated revenue and 2025 preliminary general fund revenue assumptions
- Consider 2025 budget requests:
    - COU2024-27 VillageFest
    - COU2024-28 JazzFest
    - COU2024-29 Arts Council
    - COU2024-30 Diversity Committee
    - COU2024-31 Environmental Committee

Jason Hannaman

XV. ANNOUNCEMENTS

XVI. ADJOURNMENT

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

MAYOR
Council Meeting Date: April 15, 2024

Consider appointment of Chi Nguyen to City Council Ward 3

RECOMMENDATION

Mayor Mikkelson requests Council ratification of the appointment of Chi Nguyen to complete the unexpired term for the vacated Council seat in Ward 3, expiring in December 2025.

BACKGROUND

Chi has served on the Diversity Committee since February 2022, and is currently a co-vice-chair of the committee. She enjoys being an active part of the Prairie Village community, and feels that she can help develop initiatives that will benefit all residents. She also works with several other regional community organizations, has served as a language tutor for non-English speakers, and as a community outreach volunteer to promote AAPI (Asian American Pacific Islander) awareness and community events. As a person of Vietnamese heritage, she believes can provide a different perspective on the council.

ATTACHMENTS

Volunteer application

PREPARED BY

Adam Geffert
City Clerk
Date: April 11, 2024

* Full Name
Chi Nguyen

* Full Address
7416 Springfield Street
Prairie Village KS 66208

* Are you a resident of Ward 3?
Yes

* **Email**
[redacted]

* Phone
[redacted]

* **Why do you want to serve on the Prairie Village City Council?**
I would like to serve on the PVCC because I enjoy serving and being an active part of my community. I think I can help the PVCC make positive changes in our community and develop initiatives that will not only benefit our existing residents but our neighbors as well. While I will represent Ward 3, I will also represent all of those that aren't currently represented by the current PVCC members. Diversity in our community and on the PVCC is important to me and I hope my involvement will improve diversity in Prairie Village. Another reason I would like to serve on the PVCC is because I would like to model to my two sons that the best way to make a difference is to get involved in local organizations/government and in this case the PVCC. Since, there aren't any PVCC members that are Vietnamese, I think I can provide a different perspective, a different voice. I think when you have a diverse blend of people collaborating and trying to make a difference some of the best ideas can be the result. It's also important to me that younger adults can see that a person of color can have a voice and make decisions that affect their community.

Please describe any recent, relevant community involvement, leadership, or other civic involvement experiences.
I have been involved with several community groups over the last 10 years. I was a board member for Faith Action International House in Greensboro, North Carolina. This was a non profit that focused on assisting immigrants in the community. Since moving to Prairie Village I have become a member of the Diversity Committee for the City of PV. I enjoy serving on this committee and trying to make PV more welcoming to people of all backgrounds and beliefs with educational opportunities and celebrations. For the last year, I have been the vice chair for the Diversity committee. I am also on the Leadership team for Open Table in KCMO. This group is a dinner church that focuses on anti racism and liberation for all. I have also been a Citizenship Test tutor at RISE in KCK. This organization helps immigrants learn about our country and help them pass the Citizenship test. I have also been an English tutor for Roots for Refugees. This helps refugee farmers learn English and become more acclimated to living in the US. I am an active member of the Asian Employee Resource Group at my company, GDIT. Finally, I am a community outreach volunteer for Café Caphe in KCMO. In this role, I help represent Café Caphe at local fundraisers, AAPI events, and help raise awareness for the AAPI community. I also have a Local Library in my front yard to help my neighbors share books about all cultures, people, and backgrounds.

What are two things you love most about Prairie Village?
1. Being able to walk my son William to and from school at Belinder. 2. Serving on the Diversity Committee.

What are two things you would change (opportunities to improve) in PV if you had the chance?
1. Build sidewalks for at least one side of each street in neighborhoods close to elementary and middle schools 2. Create more opportunities for the Indigenous communities that still live in PV to be celebrated while creating educational opportunities for the rest of the community.

Do you have any plans to move or otherwise leave Prairie Village over the next few years?
No

Do you have any standing schedule conflicts on weekdays late afternoon or evenings?
No

Do you have any strong preferences (or aversions) for committee roles?
I would like to stay on the Diversity Committee.

Is there anything else you'd like to tell us about yourself?
I was born in Vietnam, escaped and came to the US with my mom as a refugee when I was 18 months old. I graduated from Virginia Tech with a Bachelors degree and have my Masters degree from Wilmington College in HR Management. I moved to Prairie Village in 2019 because my oldest son was scouted to play for the Sporting KC Academy. I am a mom of 2 sons – 18 year old Thomas – he graduated from Shawnee Mission East last May. 9 year old William who is a 3rd grader at Belinder Elementary.

Please feel free to provide references.
Chief Byron Roberson (816) 863-6851 David Fraccaro (812) 454-2206

If you would like to provide your resume, please upload it here.
Chi's resume.doc

Thank you for your interest in serving our community.

Lanchi T. Nguyen

703-731-5849 writechi@gmail.com

EDUCATION:

- M.S. Human Resources Management, Wilmington College January 2000
- B.S. Psychology, Virginia Polytechnic Institute and State University May 1998

SKILLS SUMMARY:

- Fifteen years of full life cycle recruiting experience includes: understanding position requirements; screening, identifying, interviewing and submitting prospective candidates; and negotiating salaries.
- Current experience recruiting candidates with clearances ranging from secret to full scope polygraphs for government clients.
- Knowledge of legal and contractual issues associated with the recruiting process.
- Strong negotiation skills.
- Up-to-date with the latest trends in software and internet technologies.
- Excellent knowledge of internet recruiting and recruiting strategies.

PROFESSIONAL EXPERIENCE:

Verizon, Ashburn, VA
Senior Technical Recruiter
July 2012 - Present

- Responsible for full life cycle recruiting, including: sourcing, prescreening, interviewing, managing approval process, salary negotiation and extending offers.
- Continually source quality pools of applicants on a timely basis.
- Search, screen and cold call for qualified candidates through web postings, job fairs and client/candidate referrals.
- Recruit and source for candidates with a top secret clearance and full scope poly.
- Participate in local job fairs to recruit and hire strong and qualified talent.
- Strong internet sourcing from cleared job boards.
- Qualify candidates for appropriate positions through interviewing and screening.
- Evaluate candidates for technical and verbal skills.

Positions recruited include:

Network Engineers, Security Engineers, Systems Administrators, Data Base Administrators, Video Engineers, Desktop Support, Database Engineers, Systems Engineers, Systems Integrators, Multimedia Developers, Finance Managers, Program Managers and more.

General Dynamics Information Technology, Chantilly, VA
Senior Technical Recruiter
January 2010 – July 2012

- Responsible for full life cycle recruiting, including: sourcing, prescreening, interviewing, managing approval process, salary negotiation and extending offers.
- Continually source quality pools of applicants on a timely basis.
- Search, screen and cold call for qualified candidates through web postings, college recruiting, job fairs and client/candidate referrals.
- Recruit and source for candidates with a top secret clearance and full scope poly.
- Participate in local job fairs to recruit and hire strong and qualified talent.
- Strong internet sourcing from cleared job boards.
- Qualify candidates for appropriate positions through interviewing and screening.
- Evaluate candidates for technical and verbal skills.

<u>Positions recruited include:</u>

Software developers (Java, C++), Systems Administrators, Enterprise Architects, Data Base Administrators, Software Test Engineers, Desktop Support, Database Engineers, Systems Engineers, Systems Integrators, Multimedia Developers, Linguists, Program Managers and more.

ALEX- Alternative Experts, Chantilly, VA
Technical Recruiter
May 2000 – November 2009

- Top producing recruiter for six consecutive years.
- $2.2 million in revenue billing in 2006.
- Place Engineering/Architectural/Professional Services/IT candidates with companies in the DC Metro area.
- Search, screen and cold call for qualified candidates through web postings, college recruiting, job fairs and client/candidate referrals.
- Negotiate hourly contract rates and salaries with potential employees, coordinate offer negotiations for all candidates and negotiate contract rates with hiring managers.
- Recruit and source for positions requiring top secret and secret clearances.
- Recruit for large, Government Contracting corporations.
- Maintain good relationships with employees in the field.
- Maintain contact with hiring managers to anticipate future staffing needs.
- Proficient with ADAPT resume database.
- Consistently met and exceeded recruiting goals.
- Maintain excellent job requirement/placement ratio.

Positions recruited include:

Engineering & Architectural Professionals such as Mechanical Engineers & Designers, Electrical Engineers & Designers, Civil Engineers & Designers, Construction Project Managers, Architects, Interior Designers and Drafters.

SAIC (Science Applications Intl. Corporation), Falls Church, VA
Human Resources Staffing Assistant
August 1999- May 2000

- Responsible for implementing and tracking stages of job requisitions, including posting on IFS and internet sites.
- Maintained spreadsheet which tracked number of filled requisitions and duration of time spent filling positions.
- Assisted with scheduling interviews, conducting reference checks of job candidates and verifying educational credentials.
- Prepared offer letter package and mailed to selected candidate.
- Tracked acceptance of offers and results of drug tests.
- Assigned employee numbers to new hires, prepared and distributed documentation regarding orientation and notified managers and new hires of employee numbers and orientation schedule.
- Responsible for processing transfer, salary action, relocation and obtaining the correct signatures, and forwarding to appropriate Human Resources representatives for input.
- Maintained human resource employee files.

VSE Corporation, Alexandria, VA
Benefits Assistant (Part time while pursuing Masters Degree)
November 1998 - August 1999

- Assisted with New Hire Employee Orientation.
- Responsible for the payment and distribution of monthly medical, dental, life and disability insurance invoices.
- Liaison between employees and representatives from medical, dental, life and disability insurance providers.
- Provided information to employees on any benefits related needs or questions.
- Organized benefits packages for new employees.
- Life insurance administrator.
- Disability insurance administrator.
- Input new benefits information, changes and updates into HRIS system.

COMPUTER PROFICIENCY:

- MS Office Suite
- PeopleSoft
- Resumix
- ADAPT
- Resumeware

REFERENCES:

Available upon request

CITY OF PRAIRIE VILLAGE

Proclamation

Arbor Day 2024

Whereas, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now therefore, I, Eric Mikkelson, Mayor of Prairie Village, Kansas, do hereby proclaim April 26, 2024, as

Arbor Day

In the City of Prairie Village, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

_____

Mayor Eric Mikkelson

_____

Adam Geffert, City Clerk

You're invited to the City of Prairie Village

Arbor Day Event

Saturday, April 27th, 2024 at 10:00am

Wassmer Park – 4805 W 67th St

Presented by the Prairie Village Tree Board

On January 4, 1872, J. Sterling Morton first proposed a tree-planting holiday to be called "Arbor Day" at a meeting of the State Board of Agriculture. The date was set for April 10, 1872. Prizes were offered to counties and individuals for properly planting the largest number of trees on that day. It was estimated that more than one million trees were planted in Nebraska on the first Arbor Day.

An excerpt from "The History of Arbor Day" by the Arbor Day Foundation

Join the Prairie Village Tree Board in celebrating Arbor Day where a tree has been planted in memory of **Dennis Patton.**

Dennis Patton served as horticulture agent for the Johnson County K-State Research and Extension for 35 years. He was a well-known teacher and friend to the community who left a legacy of plant knowledge, humor, and positivity.

CITY OF PRAIRIE VILLAGE

Proclamation

Earth Day 2024

Whereas, Prairie Village is working to build a healthy, sustainable and diverse community that brings the many benefits of nature to all corners of our community; and

Whereas, Prairie Village recognizes that human health and quality of life ultimately depend on well-functioning ecosystems and that biodiverse regions can better support food production by fostering healthy soil and air quality and thereby creating healthy connections between humans and wildlife; and

Whereas, Prairie Village is home to many native wildlife and pollinator species such as birds, butterflies, bees, and insects; and

Whereas, pollinators are crucial to sustain a healthy ecosystem which produces our natural resources by playing an irreplaceable role in plant reproduction through pollination; and

Whereas, 75-95% of all flowering plants rely on pollinators, and pollinators are responsible for bringing us one out of every three bites of food, including many fruits, nuts and vegetables, as well as half of the world's raw materials such as oils and fibers; and

Whereas, Monarch butterflies are widely recognized, beloved and important members of the pollinator population, commonly seen and appreciated in our local community; and

Whereas, as caterpillars, Monarchs rely exclusively on milkweed, wildflowers in the genus *Asclepias,* for their food supply and habitat during this critical two-week period of their brief lives; and

Whereas, the Monarch butterfly population has declined by over 90% in the last 20 years and are currently imperiled due to habitat loss and pesticide use; and

Whereas, all communities have an opportunity and a responsibility to do what they are able to protect and propagate habitat for Monarch butterflies and their fellow pollinators,

Now therefore, I, Eric Mikkelson, Mayor of Prairie Village, Kansas, in celebration of Earth Day and in recognition of all that pollinators contribute to the health of our environment and the quality of our lives, do hereby proclaim April 22, 2024, as

Earth Day

In the City of Prairie Village, and encourage all citizens to summon their collective might and take action to support and protect Monarch butterflies and our other pollinators and their habitats.

_____

Mayor Eric Mikkelson

_____

Adam Geffert, City Clerk

PRAIRIE VILLAGE
KANSAS

CITY COUNCIL
CITY OF PRAIRIE VILLAGE
APRIL 1, 2024

The City Council of Prairie Village, Kansas, met in regular session on Monday, April 1, 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, Terry O'Toole, Inga Selders, Ron Nelson, Lori Sharp, Dave Robinson, Tyler Agniel, Greg Shelton, Nick Reddell, Ian Graves, and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Keith Bredehoeft, Director of Public Works; City Attorney Alex Aggen, Hunter Law Group; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Meghan Buum, Assistant City Administrator, Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

Youth Council members present: Brynn Bettenhausen, Isabelle Zschoche.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mayor Mikkelson noted the agenda had been amended to include an executive session.

Mr. Nelson made a motion to approve the amended agenda as presented. Mr. Shelton seconded the motion, which passed 11-0.

INTRODUCTION OF STUDENTS AND SCOUTS

No students or scouts were present at the meeting.

PRESENTATIONS

- Mr. Dave Robinson read a proclamation declaring April as Child Abuse Prevention Month in Prairie Village. Mary Hess with the Kansas Children's Service League provided information about the program.

- Mayor Mikkelson read a proclamation declaring April 10 through April 18 as Seven Days of Kindness in Prairie Village. Vickie Harris, board member of the SevenDays Foundation, was present to share information about the program's mission.

PRAIRIE VILLAGE
KANSAS

PUBLIC PARTICIPATION

- Tom Clough, 8510 Delmar Lane, provided thoughts on leadership.
- Tom Ward, 22 Coventry Court, thanked the Council for listening to residents' concerns.
- Karen Gibbons, no address given, Pam Justus, Ward 6, and Barbara Cantrell, 8236 Nall Avenue, shared their opposition to the proposed city hall construction project.
- Leon Patton, Ward 5, spoke about the City's legal fees and interactions between members of the governing body.

CONSENT AGENDA

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

1. Consider approval of regular City Council meeting minutes – March 18, 2024
2. Consider approval of expenditure ordinance #3036
3. Consider appointments to Parks and Recreation Committee
4. Consider approval of school resource officer agreement with Shawnee Mission School District
5. Consider financial donation to Shawnee Mission East PTA for senior after-graduation party

Mr. Nelson made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: "aye": C. Robinson, O'Toole, Selders, Nelson, Sharp, D. Robinson, Agniel, Shelton, Reddell, Graves, Gallagher. The motion passed 11-0.

COMMITTEE REPORTS

- Insurance Committee – Consider 2024-2025 insurance renewals

  Mr. Hannaman stated that the Insurance Committee met on January 30, 2024, to discuss the City's property, casualty, and workers' compensation insurance needs for the upcoming year. The committee discussed changes in City-covered property with HUB, the City's insurance broker, and any changes to relevant processes. The City's coverage inventory was fully detailed as part of the renewal process prior to HUB sending out requests for carrier proposals. City staff provided HUB with detail of all buildings, vehicles, equipment, number of employees, and various other factors that drive coverage needs.

  Following the review, HUB requested quotes from carriers interested in insuring the City. After consideration, the Insurance Committee recommended that the City Council approve the renewal of all of the City's insurance needs with Travelers and Lloyds (for cyber liability) for the coverage year May 2024 to May 2025.

Mr. Hannaman said that overall, the renewal represented an increase of $45,543, or 9.8%. Based on prior year discussions with HUB, a 10% increase was built into the 2024 budget, with deductible amounts coming from the insurance reserve fund. He noted that the proposed policy was very similar to the current plan, with all coverage levels remaining the same. He added that in 2022, HUB moved from a commission model to a flat fee, and that the renewal reflected the same flat rate of $30,000.

Mr. Hannaman stated that most of the premium increases for the 2024-2025 renewal were driven by the cost of property insurance. In discussion with HUB as well as consultation with other Johnson County cities, it was found that rates had increased nationwide due to higher costs to repair or replace damaged property as well as increasing weather-related claims.

The cyber liability rate held flat at $30,581 after a few years of significant market price increases. The City and HUB reviewed and updated internal security processes in order to obtain the lowest prices. Mr. Hannaman stated that the City and HUB would continue to monitor the market and remain in compliance with best cyber security practices.

Mr. Nelson made a motion to approve the insurance renewal policy and rates with Travelers and Lloyds at a renewal rate not to exceed $510,264 for the upcoming coverage year. The motion was seconded by Mr. O'Toole and passed 11-0.

- Mr. Gallagher noted that swimming pool passes had gone on sale earlier in the day.

- Mr. Cole Robinson said that a Ward 1 public meeting would be held on April 8 at Southminster Presbyterian Church.

MAYOR'S REPORT

- The Mayor noted the following events that had taken place since the previous council meeting:
  - A Coffee with a Cop event at Panera
  - A MARC Board meeting
  - A Prairie Village Foundation meeting
  - A public feedback session for the proposed city hall construction project
  - A Prairie Hills Homes Association meeting
  - The grand opening of the newly constructed assisted living wing of the Village at Mission senior living center
- The Mayor noted the following upcoming events:
  - A tour of the new Panasonic battery plant with Johnson County and Wyandotte County Mayors

  - The second community center public feedback session on April 4 at the Meadowbrook Park clubhouse
  - A number of youth ambassadors from several African countries would be visiting the area through the Global Ties organization
  - The Johnson County "State of the County" lunch on April 9
- The Mayor also noted the following:
  - The final 2023 year-end budget report had been completed, and the City's expenses once again came in under budget, with revenues exceeding projections
  - 24 applications had been received for the vacant Ward 3 Council seat. The Mayor stated that interviews with applicants would be held the following week
  - New restroom facilities at Windsor Park had opened the prior week

STAFF REPORTS

- Mr. Bredehoeft provided a follow-up to the proposed 8-foot-wide sidewalk on 67th Street discussed by Council at its March 18 meeting. Based on that discussion, Public Works would instead plan to install a 6-foot-wide sidewalk as part of the overall road repair project on 67th Street later in 2024.

- Mr. Hannaman noted that decision packages, preliminary revenue projections, and committee budget requests would be reviewed at the April 15 Council meeting.

- Mr. Jordan provided information about the following items:
  - A graduation ceremony for Youth Council members would be held at the April 15 meeting.
  - Auditors were present at city hall for the week to review financial information. A report to Council would be provided at the conclusion of the audit.
  - A new public defender contract would be presented to Council at the April 15 meeting.
  - Councilmembers were invited to attend upcoming departmental budget review meetings.

OLD BUSINESS

None.

NEW BUSINESS

COU2024-25 **Consider design agreement with Trekk Design Group, LLC for the design and construction observation of Mission Road, 63rd Street to 67th Street (2024 CARS)**

Mr. Bredehoeft said that Public Works requested proposals from firms to provide engineering services for Prairie Village for 2024 - 2026 in December 2023. The selection process consisted of submitting proposals, ranking to select for interviews, conducting the interviews and selecting the consultant for the design work. TREKK Design Group, LLC, was selected as the City's design consultant for the CARS Program from the three firms that were interviewed.

Mr. Bredehoeft noted that the agreement was for the design and construction observation of the 2024 CARS project, Mission Road, 63rd Street to 67th Street, which was an interlocal project with the City of Mission Hills with an approximate cost split of 68% for Prairie Village and 32% for Mission Hills. The project would consist of a mill and overlay with new pavement markings, along with some curb repair and replacement. He said that staff would bring forward an interlocal agreement with the City of Mission Hills at the time of construction award.

Mr. Nelson made a motion to approve the design agreement with Trekk Design Group, LLC, for the design and construction of the 2024 CARS project, Mission Road, 63rd Street to 67th Street in the amount of $102,020. The motion was seconded by Mr. Shelton and passed 11-0.

COUNCIL COMMITTEE OF THE WHOLE

There was no business to come before the Council Committee of the Whole.

EXECUTIVE SESSION

At 7:07 p.m., Mr. Dave Robinson made the following motion:

I move the City Council recess into executive session for a period of 20 minutes [beginning at 7:10 p.m.] for a preliminary discussion of the acquisition of real property, pursuant to K.S.A. 75-4319(b)(6). The Governing Body, City Administrator, Deputy City Administrator, Assistant City Administrator, Public Works Director, Finance Director, and City Attorney will be present, either in person or via video conference. The open meeting will resume at 7:30 p.m.

The motion was seconded by Mr. Nelson and passed 11-0.

The regular meeting reconvened at 7:30 p.m.

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

PRAIRIE VILLAGE
KANSAS

Mayor Mikkelson declared the meeting adjourned at 7:31 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

April 15, 2024

Copy of Ordinance
3037

Ordinance Page No. ____

An Ordinance Making Appropriate for the Payment of Certain Claims.
Be it ordained by the governing body of the City of Prairie Village, Kansas.
Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
30255-30313	3/1/2024	138,394.26	
30314-30324	3/8/2024	24,419.76	
30325-30398	3/18/2024	729,347.47	
30399	3/22/2024	215.00	
30400-30474	3/29/2024	313,860.38	
Payroll Expenditures			
3/8/2024		442,889.39	
3/22/2024		446,433.34	
		-	
Electronic Payments			
Electronic Pmnts	3/4/2024	5,846.66	
	3/5/2024	3,386.90	
	3/8/2024	0.49	
	3/14/2024	4,242.99	
	3/18/2024	2,567.75	
	3/20/2024	55.14	
	3/29/2024	9,596.00	
TOTAL EXPENDITURES:			2,121,255.53
Voided Checks	Check #	(Amount)	
TOTAL VOIDED CHECKS:			-
GRAND TOTAL CLAIMS ORDINANCE			**2,121,255.53**

Section 2. That this ordinance shall take effect and be in force from and after its passage.
Passed this 15th day of April 2024.
Signed or Approved this 15th day of April 2024.

ATTEST: _____ *City Treasurer*

ATTEST: _____ *Finance Director*

Accounts Payable

Checks by Date - Summary by Check Date



PRAIRIE VILLAGE
THE STAR OF KANSAS

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
30255	78	Affinis Corp	03/01/2024	0.00	240.00
30256	2265	All City Management Services Inc	03/01/2024	0.00	4,279.19
30257	534	Arbor Masters Tree & Landscape	03/01/2024	0.00	1,500.00
30258	3003	AT&T 5019	03/01/2024	0.00	2,905.34
30259	2390	BBN Architects Inc	03/01/2024	0.00	48,430.00
30260	2834	Bledsoe's Equipment Inc	03/01/2024	0.00	203.09
30261	1129	Broadcast Music Inc	03/01/2024	0.00	435.00
30262	3751	Crisis System Management LLC	03/01/2024	0.00	85.00
30263	2603	Mark T Duffy	03/01/2024	0.00	59.00
30264	3099	EE Reimbursement	03/01/2024	0.00	124.00
30265	3754	EE Reimbursement	03/01/2024	0.00	25.00
30266	524	EE Reimbursement	03/01/2024	0.00	32.00
30267	1253	Foley Industries Inc	03/01/2024	0.00	560.86
30268	2792	Kevin Green	03/01/2024	0.00	1,269.00
30269	384	GT Distributors	03/01/2024	0.00	1,121.13
30270	3449	HUB International Great Plains	03/01/2024	0.00	450.00
30271	3680	Independent Truck Upfitters Inc	03/01/2024	0.00	1,682.15
30272	116	Intergraph Corporation	03/01/2024	0.00	9,893.28
30273	272	J & A Traffic Products	03/01/2024	0.00	4,290.00
30274	65	Johnson County Police Chief's and Sheriff's	03/01/2024	0.00	125.00
30275	84	Johnson County Wastewater	03/01/2024	0.00	19.05
30276	3732	K&M Office Products Inc	03/01/2024	0.00	2,062.10
30277	3570	Kansas CareNow Urgent care	03/01/2024	0.00	215.00
30278	3359	Janet Kerns	03/01/2024	0.00	521.53
30279	258	Key Equipment & Supply Co	03/01/2024	0.00	81.24
30280	3506	Kimley-Horn and Associates Inc	03/01/2024	0.00	6,385.00
30281	21	KU Medwest Occupational Health	03/01/2024	0.00	1,270.00
30282	97	Lawrence Pest Control Company Inc	03/01/2024	0.00	360.00
30283	213	Legal Record	03/01/2024	0.00	88.37
30284	145	Robin A. Lewis	03/01/2024	0.00	1,366.00
30285	3302	Linde Gas & Equipment inc	03/01/2024	0.00	82.14
30286	2039	MJV-A LLC	03/01/2024	0.00	51.00
30287	1054	Multistudio, Inc.	03/01/2024	0.00	9,289.50
30288	3755	Brie Murdoch	03/01/2024	0.00	87.04
30289	25	Office Depot	03/01/2024	0.00	278.36
30290	2141	Pre-Paid Legal Services Inc	03/01/2024	0.00	383.75
30291	2744	Pro Circuit Inc	03/01/2024	0.00	1,053.33
30292	3545	Quality Plumbing Inc	03/01/2024	0.00	3,344.91
30293	1993	Rainbow Tree Company	03/01/2024	0.00	3,188.01
30294	1007	Rejis Commission	03/01/2024	0.00	1,398.07
30295	3461	Cole Robinson	03/01/2024	0.00	276.50
30296	503	Schwaab Inc	03/01/2024	0.00	52.48
30297	3756	Seiler Instrument And Manufacturing Comp	03/01/2024	0.00	1,390.00
30298	3416	Inga Selders	03/01/2024	0.00	276.50
30299	3357	SESAC Rights Management Inc	03/01/2024	0.00	581.00
30300	2565	Snap-On Inc	03/01/2024	0.00	31.85
30301	2308	Stanard & Associates Inc	03/01/2024	0.00	543.90

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
30302	160	Standard Insurance Company-Div 0001 Lis	03/01/2024	0.00	6,979.27
30303	3758	Standard Insurance Company-Div 0002 Sel	03/01/2024	0.00	10,629.90
30304	72	Staples Business Advantage	03/01/2024	0.00	103.81
30305	3254	Staples Inc	03/01/2024	0.00	51.49
30306	172	Sumner One	03/01/2024	0.00	1,482.71
30307	279	Sunflower Equipment LLC	03/01/2024	0.00	49.74
30308	3373	Technology Group Solutions LLC	03/01/2024	0.00	63.00
30309	2113	The Artcraft Group Inc	03/01/2024	0.00	1,907.88
30310	2568	TREKK Design Group LLC	03/01/2024	0.00	3,433.00
30311	2047	United Rentals (North America) Inc	03/01/2024	0.00	854.00
30312	1042	Verizon Wireless	03/01/2024	0.00	328.84
30313	111	WaterOne	03/01/2024	0.00	124.95
			Total for 3/1/2024:	0.00	138,394.26
ACH	9	Evergy - KCPL - ACH	03/04/2024	0.00	5,846.66
			Total for 3/4/2024:	0.00	5,846.66
ACH	9	Evergy - KCPL - ACH	03/05/2024	0.00	3,386.90
			Total for 3/5/2024:	0.00	3,386.90
ACH	310	Kansas Department of Revenue - "online pa	03/08/2024	0.00	0.49
30314	3380	All Copy Products Inc	03/08/2024	0.00	230.05
30315	3759	Charter Communications Holdings, LLC	03/08/2024	0.00	7.99
30316	245	Easy Ice LLC	03/08/2024	0.00	75.21
30317	2898	Evergy - KCPL	03/08/2024	0.00	168.37
30318	2666	Fiber Platform LLC	03/08/2024	0.00	700.00
30319	3761	Christopher Hastert	03/08/2024	0.00	411.82
30320	2723	Insight Public Sector Inc	03/08/2024	0.00	2,304.15
30321	1230	J&J Printing Inc	03/08/2024	0.00	338.30
30322	503	Schwaab Inc	03/08/2024	0.00	20.50
30323	72	Staples Business Advantage	03/08/2024	0.00	163.37
30324	1103	United States Postal Service	03/08/2024	0.00	20,000.00
			Total for 3/8/2024:	0.00	24,420.25
ACH	9	Evergy - KCPL - ACH	03/14/2024	0.00	4,242.99
			Total for 3/14/2024:	0.00	4,242.99
ACH	1153	Merchant Services/Elavon/ETS Corp-Court	03/18/2024	0.00	2,005.11
ACH	841	Elavon	03/18/2024	0.00	500.74
ACH	1248	Bluefin Payment Systems	03/18/2024	0.00	61.90
30325	2265	All City Management Services Inc	03/18/2024	0.00	3,709.44
30326	3380	All Copy Products Inc	03/18/2024	0.00	244.95
30327	2330	Allied Services LLC	03/18/2024	0.00	170,757.41
30328	3205	American Messaging Services LLC	03/18/2024	0.00	18.87
30329	534	Arbor Masters Tree & Landscape	03/18/2024	0.00	5,633.50
30330	2834	Bledsoe's Equipment Inc	03/18/2024	0.00	180.80
30331	156	Blue Cross Blue Shield of Kansas City	03/18/2024	0.00	128,532.05
30332	3089	Bob Allen Ford Inc	03/18/2024	0.00	2,083.72
30333	54	Central Salt, LLC	03/18/2024	0.00	9,961.44
30334	3110	City Wide Maintenance Company Inc	03/18/2024	0.00	8,465.00
30335	3568	Consolidated Fire District 2	03/18/2024	0.00	800.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
30336	3766	Whitney Coulas	03/18/2024	0.00	2,152.50
30337	367	Croft Trailer Supply Inc	03/18/2024	0.00	298.90
30338	3719	CuraLinc LLC	03/18/2024	0.00	1,930.00
30339	2024	Custom Lighting Services LLC	03/18/2024	0.00	15,056.90
30340	158	Delta Dental of Kansas	03/18/2024	0.00	6,127.79
30341	2603	Mark T Duffy	03/18/2024	0.00	237.50
30342	245	Easy Ice LLC	03/18/2024	0.00	245.25
30343	2342	EE Reimbursement	03/18/2024	0.00	129.50
30344	2460	EE Reimbursement	03/18/2024	0.00	80.00
30345	2960	EE Reimbursement	03/18/2024	0.00	20.00
30346	2979	EE Reimbursement	03/18/2024	0.00	80.00
30347	3099	EE Reimbursement	03/18/2024	0.00	46.00
30348	121	EE Reimbursement.	03/18/2024	0.00	129.50
30349	2980	Enterprise FM Trust	03/18/2024	0.00	413.52
30350	3765	Falcon Fire Protection Inc.	03/18/2024	0.00	775.00
30351	3453	Fast N Friendly LLC	03/18/2024	0.00	41,893.73
30352	88	First Call	03/18/2024	0.00	77.54
30353	85	Force America Inc	03/18/2024	0.00	236.25
30354	1886	GPS Insight LLC	03/18/2024	0.00	239.70
30355	384	GT Distributors	03/18/2024	0.00	2,654.24
30356	3763	Hunter Law Group, P.A.	03/18/2024	0.00	6,487.50
30357	2129	Imaging Office Systems Inc	03/18/2024	0.00	135.19
30358	2316	Integrity Locating Services LLC	03/18/2024	0.00	6,617.00
30359	3472	J Webb Inc	03/18/2024	0.00	47.50
30360	1230	J&J Printing Inc	03/18/2024	0.00	403.75
30361	372	Johnson County Top Soil & Landscape mat	03/18/2024	0.00	196.00
30362	84	Johnson County Wastewater	03/18/2024	0.00	297.03
30363	632	Kansas City Tree Care LLC	03/18/2024	0.00	89,500.00
30364	41	Kansas Gas Service	03/18/2024	0.00	884.10
30365	2335	Kansas One-Call System Inc	03/18/2024	0.00	482.40
30366	1168	Kaw Valley Engineering Inc	03/18/2024	0.00	540.00
30367	3764	Lantec of Louisiana, LLC	03/18/2024	0.00	215.00
30368	3760	Lauber And Associates Municipal Law LLC	03/18/2024	0.00	130.00
30369	213	Legal Record	03/18/2024	0.00	98.76
30370	3302	Linde Gas & Equipment inc	03/18/2024	0.00	225.97
30371	2039	MJV-A LLC	03/18/2024	0.00	24.00
30372	3365	John Mortensen	03/18/2024	0.00	579.86
30373	814	NGLIC National Guardian Life Insurance C	03/18/2024	0.00	852.33
30374	100	O'Dell Service Company Inc	03/18/2024	0.00	2,803.11
30375	25	Office Depot	03/18/2024	0.00	180.15
30376	190	Pitney Bowes Lease	03/18/2024	0.00	210.18
30377	207	Purchase Power	03/18/2024	0.00	20.28
30378	2638	Rolling Acres Memorial Gardens for Pets In	03/18/2024	0.00	275.00
30379	937	Safelite Fulfillment Inc	03/18/2024	0.00	111.99
30380	246	Santa Fe Tow	03/18/2024	0.00	114.00
30381	73	SBCO	03/18/2024	0.00	44.00
30382	2667	SiteOne Landscape Supply Holding LLC	03/18/2024	0.00	901.44
30383	2945	Smith Brothers Tree Service LLC	03/18/2024	0.00	3,250.00
30384	2565	Snap-On Inc	03/18/2024	0.00	31.85
30385	3435	Spencer Fane LLP	03/18/2024	0.00	3,195.50
30386	72	Staples Business Advantage	03/18/2024	0.00	272.34
30387	279	Sunflower Equipment LLC	03/18/2024	0.00	1,064.15
30388	3103	TWAS Topco LP	03/18/2024	0.00	264.00
30389	3004	Uline Inc	03/18/2024	0.00	2,567.12
30390	3762	Umzuzu LLC	03/18/2024	0.00	297.00
30391	2047	United Rentals (North America) Inc	03/18/2024	0.00	854.00
30392	2820	V F Anderson Builders LLC	03/18/2024	0.00	187,912.71

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
30393	1042	Verizon Wireless	03/18/2024	0.00	3,111.53
30394	3724	Vireo LLC	03/18/2024	0.00	937.50
30395	3515	Wasabi Holding Inc.	03/18/2024	0.00	246.67
30396	111	WaterOne	03/18/2024	0.00	812.42
30397	3331	Catherine Wilson	03/18/2024	0.00	449.43
30398	3515	Wasabi Holding Inc.	03/18/2024	0.00	8,493.71
			Total for 3/18/2024:	0.00	731,915.22
ACH	841	Elavon	03/20/2024	0.00	55.14
			Total for 3/20/2024:	0.00	55.14
30399	3764	Lantec of Louisiana, LLC	03/22/2024	0.00	215.00
			Total for 3/22/2024:	0.00	215.00
ACH	9	Evergy - KCPL - ACH	03/29/2024	0.00	9,596.00
30400	78	Affinis Corp	03/29/2024	0.00	46,206.04
30401	2265	All City Management Services Inc	03/29/2024	0.00	4,289.04
30402	2392	Allegiant Networks LLC	03/29/2024	0.00	1,564.73
30403	534	Arbor Masters Tree & Landscape	03/29/2024	0.00	1,050.00
30404	1618	Arrowhead Scientific Inc	03/29/2024	0.00	501.18
30405	3003	AT&T 5019	03/29/2024	0.00	2,896.03
30406	2407	Axon Enterprise Inc	03/29/2024	0.00	1,302.40
30407	3771	Amy Bales	03/29/2024	0.00	40.00
30408	2574	Donald Becker	03/29/2024	0.00	1,886.25
30409	242	Bledsoe's Rental Inc	03/29/2024	0.00	237.30
30410	156	Blue Cross Blue Shield of Kansas City	03/29/2024	0.00	122,525.31
30411	2311	Boelte-Hall LLC	03/29/2024	0.00	5,365.57
30412	428	Camp David Inc	03/29/2024	0.00	1,375.00
30413	790	Cellco Partnership	03/29/2024	0.00	328.84
30414	171	Clark's Tool and Equipment	03/29/2024	0.00	671.83
30415	2747	ConvergeOne Inc	03/29/2024	0.00	4,297.16
30416	3511	Nora Cooper	03/29/2024	0.00	4,620.64
30417	595	Creative Product Sourcing Inc	03/29/2024	0.00	65.10
30418	2007	Michelle DeCicco	03/29/2024	0.00	3,675.00
30419	1018	Deluxe	03/29/2024	0.00	142.16
30420	3271	Eagle Engraving, Inc	03/29/2024	0.00	139.15
30421	2874	EE Reimbursement	03/29/2024	0.00	80.00
30422	3099	EE Reimbursement	03/29/2024	0.00	92.09
30423	3767	EE Reimbursement	03/29/2024	0.00	41.14
30424	851	EE Reimbursement	03/29/2024	0.00	1,452.00
30425	88	First Call	03/29/2024	0.00	213.03
30426	2112	Forensic Psychology Associates Inc	03/29/2024	0.00	1,200.00
30427	3770	Phyllis Gamel	03/29/2024	0.00	569.13
30428	86	Goodyear Auto Service Center	03/29/2024	0.00	962.93
30429	371	Grass Pad Inc	03/29/2024	0.00	538.92
30430	384	GT Distributors	03/29/2024	0.00	1,125.15
30431	2359	Heartland Results	03/29/2024	0.00	185.00
30432	150	Hy-Vee	03/29/2024	0.00	22.39
30433	3680	Independent Truck Upfitters Inc	03/29/2024	0.00	73.23
30434	2723	Insight Public Sector Inc	03/29/2024	0.00	14,129.28
30435	1230	J&J Printing Inc	03/29/2024	0.00	450.94
30436	506	Johnson County Department of Corrections	03/29/2024	0.00	140.00
30437	84	Johnson County Wastewater	03/29/2024	0.00	485.30

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
30438	3570	Kansas CareNow Urgent care	03/29/2024	0.00	960.00
30439	2321	Kansas Golf and Turf Inc	03/29/2024	0.00	115.72
30440	147	Kansas State Treasurer	03/29/2024	0.00	6,152.00
30441	3126	KC Stone Works LLC	03/29/2024	0.00	5,000.00
30442	258	Key Equipment & Supply Co	03/29/2024	0.00	582.24
30443	21	KU Medwest Occupational Health	03/29/2024	0.00	132.00
30444	213	Legal Record	03/29/2024	0.00	63.30
30445	145	Robin A. Lewis	03/29/2024	0.00	1,366.00
30446	166	Lindan Auto Mechanical and Body	03/29/2024	0.00	815.79
30447	3302	Linde Gas & Equipment inc	03/29/2024	0.00	86.84
30448	3470	Kathryn Marsh	03/29/2024	0.00	375.00
30449	2958	Midwest Shredding Service LLC	03/29/2024	0.00	100.00
30450	3769	Donald Moore	03/29/2024	0.00	563.24
30451	1054	Multistudio, Inc.	03/29/2024	0.00	7,034.50
30452	100	O'Dell Service Company Inc	03/29/2024	0.00	4,779.56
30453	369	Overland Park Garden Center Inc	03/29/2024	0.00	716.67
30454	3768	Parks and Recreation Foundation of Johnso	03/29/2024	0.00	15,000.00
30455	277	PB Hoidale Co Inc	03/29/2024	0.00	905.75
30456	2141	Pre-Paid Legal Services Inc	03/29/2024	0.00	383.75
30457	2744	Pro Circuit Inc	03/29/2024	0.00	2,118.78
30458	3545	Quality Plumbing Inc	03/29/2024	0.00	435.92
30459	1007	Rejis Commission	03/29/2024	0.00	1,398.07
30460	102	Safety-Kleen Systems Inc	03/29/2024	0.00	510.59
30461	3756	Seiler Instrument And Manufacturing Comp	03/29/2024	0.00	275.00
30462	72	Staples Business Advantage	03/29/2024	0.00	381.04
30463	3254	Staples Inc	03/29/2024	0.00	139.03
30464	172	Sumner One	03/29/2024	0.00	1,463.17
30465	279	Sunflower Equipment LLC	03/29/2024	0.00	276.20
30466	700	Swartz Consulting LLC	03/29/2024	0.00	8,250.00
30467	2240	Karen L Torline	03/29/2024	0.00	3,000.00
30468	3718	Traffic Control Corp	03/29/2024	0.00	1,530.00
30469	3138	Traffic Control Services Inc	03/29/2024	0.00	18,767.07
30470	2568	TREKK Design Group LLC	03/29/2024	0.00	3,433.00
30471	20	Tara Wakefield	03/29/2024	0.00	49.24
30472	111	WaterOne	03/29/2024	0.00	730.35
30473	3773	Kylan Whitmer	03/29/2024	0.00	300.00
30474	99	Work Zone Inc	03/29/2024	0.00	731.30
			Total for 3/29/2024:	0.00	323,456.38
			Report Total (229 checks):	0.00	1,231,932.80

Payroll Date:	3/8/2024
Total Amount ADP Debited From PV Accounts	$ 358,748.42
M,N-(K) KPERS Employer	$ 22,814.64
(K) KPERS Employee	$ 13,341.83
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	$ 310.43
M,N-(L) 457ER Employer	$ 20,188.88
(L) DC457 Employee Contribution	$ 13,783.69
(LI) CITYPD Employer Contribution	$ 1,412.74
(457) Roth Employee Contribution	$ 6,973.28
(P) POLPEN Police Pension Employee	$ 5,315.48
	$ 442,889.39

Payroll Date:	3/22/2024
Total Amount ADP Debited From PV Accounts	$ 345,808.68
M,N-(K) KPERS Employer	$ 21,770.90
(K) KPERS Employee	$ 12,731.45
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	$ 220.19
M,N-(L) 457ER Employer	$ 20,639.93
(L) DC457 Employee Contribution	$ 32,132.33
(LI) CITYPD Employer Contribution	$ 1,412.74
(457) Roth Employee Contribution	$ 6,491.71
(P) POLPEN Police Pension Employee	$ 5,225.41
	$ 446,433.34

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

City Council Meeting Date: April 15, 2024

Consider agreement with Frank Gilman for public defender services

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BACKGROUND:

The public defender for our municipal court is responsible for representing defendants who have been found indigent by the court and have been charged with criminal violations where a jail sentence may be imposed.

Our current public defender, Robin Lewis, had previously notified staff that she would not be renewing her contract that ends 12/31/24. Due to increasing family responsibilities, Ms. Lewis has requested to be released from her contract before year end. Robin Lewis has provided outstanding public defender services for the City of Prairie Village since 2008. After Ms. Lewis' request, staff posted a request for qualifications and received only one response from Mr. Frank Gilman. Mr. Gilman was highly recommended by Judge DeCicco, Judge Torline, and Prosecutor Cooper. After staff met with Mr. Gilman, it was obvious he provided the experience needed to assist indigent individuals with their cases in Prairie Village.

Staff recommends the City Council approve a contract with Mr. Gilman for the period of April 16, 2024, through December 31, 2024. This fulfills the remainder of the contract period the City held with Ms. Lewis. The current contract is $1,366 per month.

It is Staff's expectation to renew the public defender contract with Mr. Gilman for 2025-2026.

The contract has been approved by the City Attorney.

ATTACHMENTS

- 2024 contract
- Frank Gilman's resume, letter of interest, and certificate of good standing

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Prepared By:
Deana Scott
Court Administrator
Date: April 4, 2024

PUBLIC DEFENDER CONTRACT
THE CITY OF PRAIRIE VILLAGE, KANSAS

COMES NOW, the City of Prairie Village, Kansas, a Municipal Corporation, and Frank Gilman, hereinafter referred to as "ATTORNEY", to enter into this Contract based upon the following terms, conditions, and considerations.

WITNESSETH:

WHEREAS, the CITY desires to retain ATTORNEY for Municipal Court Public Defender Services and ATTORNEY desires to provide those services.

NOW, THEREFORE, it is agreed between the CITY and by ATTORNEY as follows:

1. ATTORNEY'S job responsibilities shall include the following, which ATTORNEY agrees to perform for the consideration herein set out:

a. Prepare, try, and otherwise handle representation of indigent Defendants (who are hereinafter referred to as clients) in the Municipal Court at the regularly scheduled dockets as may be assigned by the Municipal Court Judge. In this regard it is understood ATTORNEY need not be present at each docket, but only those upon which his client's matter is scheduled. ATTORNEY will not be found in breach of this Agreement where circumstances such as illness, Court conflicts, etc., prohibit an appearance, provided ATTORNEY has made a good faith effort to do so and has notified the Court in advance.

b. ATTORNEY agrees to represent the referred clients from referral to final disposition, even if such representation continues past the date of this Agreement. If final disposition includes an appeal, such representation shall include preparation of appeal documents, as deemed necessary by the ATTORNEY in representation of his clients.

c. Represent, prepare, and submit Diversions for clients, if applicable.

d. Represent assigned clients in termination actions on diversions and prepare for and handle hearings thereon.

e. Represent assigned clients in parole or probation revocation proceedings and prepare for and handle hearings thereon as deemed necessary by the ATTORNEY.

f. Represent assigned clients in contempt and suspended sentence matters and prepare for and handle hearings thereon as deemed necessary by the ATTORNEY.

g. Prepare all documents, motions, briefs, letters, etc., with his own staff support and materials. It is understood between the parties that the CITY will attempt to provide a place for ATTORNEY and assigned clients to meet at City Hall.

2. CITY agrees to compensate ATTORNEY for these services the monthly sum of $1,366 for the calendar year commencing April 16, 2024 through December 31, 2024.

3. CITY agrees to provide ATTORNEY with copies of citations, police reports and in-car videos in regards to assigned clients at no charge.

4. ATTORNEY'S status shall at all times remain as a Contractee of the CITY. ATTORNEY is not an employee or agent of the CITY. This Contract shall terminate on December 31, 2024, subject to renewal. ATTORNEY represents that he is self-employed and that he individually has responsibilities to correctly report his income/expenses on his tax returns and that the Court has no obligation or right to withhold any FICA income or other taxes from the agreed hourly payment.

5. ATTORNEY represents that he is duly authorized to practice law in the State Courts of Kansas and that he will remain so qualified throughout the Agreement.

6. ATTORNEY shall hold harmless the City of Prairie Village, its employees, officers, and agents and defend and indemnify it against all claims and causes of action in which misconduct or negligence is alleged against ATTORNEY while performing services pursuant to this Contract. This provision shall not apply if the claim is based upon the misconduct or negligence of the City, its officers, employees, or agents.

7. During the performance of this contract, the ATTORNEY agrees to maintain for the duration of the contract coverage of the type and minimum liability as set forth below.

The ATTORNEY shall furnish to the CITY a Certificate of Insurance verifying such coverage. All general liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the CITY.

Professional Liability $250,000/$750,000 each claim.

8. As a contractor, ATTORNEY understands this is an Agreement to provide the services and perform the tasks herein before set forth, and not an agreement to provide services for a preset number of hours per week. ATTORNEY will remain under contract with the CITY for the period of the Contract, unless otherwise terminated by the CITY, and ATTORNEY understands that the CITY is not creating in him an expectation of continued contract with the CITY beyond the term of this Contract. This Contract may be terminated at any time by either party, with or without cause by providing thirty (30) days written notice and payment by CITY of the pro rata fees earned to the date of termination.

9. Frank Gilman understands he is obligated by this agreement and further understands and authorizes the CITY to issue its check in payment for services to Frank P. Gilman, P.A. whose tax identification number is 48-1217847.

10. Termination – The CITY reserves the right, in its sole discretion and for its convenience and without cause or default on the part of the ATTORNEY, to terminate this Agreement by providing thirty (30) days prior written notice of such termination to the ATTORNEY. Upon receipt of such notice from the City, the ATTORNEY shall:

a. Immediately cease all work or

b. Meet with the CITY and, subject to the CITY'S approval, determine what work shall be required of the ATTORNEY in order to bring the services described in this agreement to a reasonable termination.

If the CITY shall terminate for its convenience as herein provided, the CITY shall compensate the ATTORNEY for all work completed to date of termination.

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

CITY OF PRAIRIE VILLAGE, KANSAS

By:_____
Eric Mikkelson, Mayor

Attest:

_____
Adam Geffert, City Clerk

Approved as to form:

_____
Alex Aggen, City Attorney

ATTORNEY

_____
Frank Gilman

PUBLIC WORKS DEPARTMENT

Consent Agenda: April 15, 2024

CONSIDER APPROVAL OF PURCHASE ORDER FOR PICNIC TABLES AT HARMON PARK PAVILION (BG300005)

RECOMMENDATION

Authorize the Mayor to sign the purchase order for Project BG30005 Harmon Park Pavilion restrooms in the amount of $44,239.00.

BACKGROUND

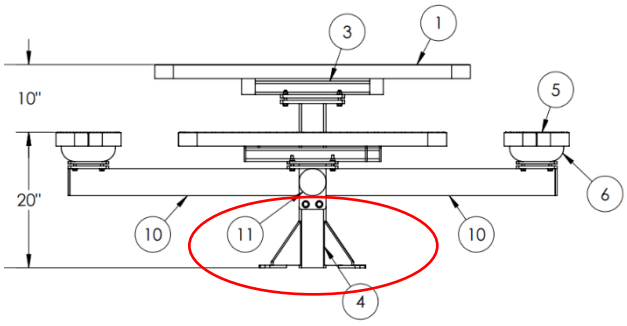
New pedestal picnic tables will be purchased by the City and installed by the Contractor for Harmon Park Pavilion. Park furnishings is budgeted in the CIP project BG300005.

Staff received two quotes from vendors for this project. There is a third option, however, the plates that secure the table to the concrete are much smaller and do not provide the most secure connection. The quotes for the tables were from Premier Polysteel at $40,931.50 and Treetops Products at $31,130.10.

The quote from Premier Polysteel also includes some six-foot tables that are 3' wide for use in the pavilion to divide the space while also providing some additional countertop for park users.

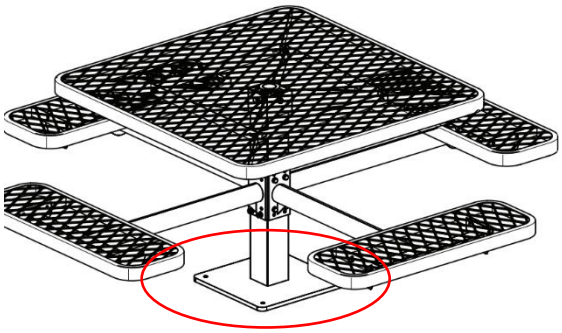
Staff is recommending using the tables from Premier Polysteel as they have additional supports to maintain stability of the pedestal tables. Both tables are shown below:

Premier Polysteel:



ools List

Treetops:



ATTACHMENTS

1. Quote from Premier Polysteel

PREPARED BY

Melissa Prenger, City Engineer — April 11, 2024



Premier Polysteel
A Division of ADA Enterprises, Inc.
305 Enterprize Drive
PO Box 77
Northwood, IA 50459
Ph: 641-324-2750 Fax: 641-324-1092
Toll Free US & Canada: 877-746-3826

Quote

Quote Number: 26803 Quoted Date: 04/03/2024

Quote To

Melissa Prenger
City of Prairie Village
3535 Somerset Drive
Prairie Village, KS 66208
United States

Ph: 913-201-2765

Expiration Date: 04/17/2024
Terms: Due With Order
Ship Via: Dedicated Truck
Salesperson Matthew Erickson
.
Reference: Harmon Park

Line	Quantity	Part Number/Desciption	Unit Price	Ext Price
001	14 ea	926-109 4' Champ ExpSM Sng Ped Sq.Tbl 4' Champion Expanded Metal Single Pedestal Surface Mount Square Picnic Table	$1,582.50	$22,155.00

Line	Quantity	Part Number/Desciption	Unit Price	Ext Price
002	12 ea	953-109 4' Exp SM Sq Tbl 3 Seat 4' Expanded Metal Surface Mount Square Table with 3 Seats	$1,426.50	$17,118.00

Line	Quantity	Part Number/Desciption	Unit Price	Ext Price
003	3 ea	924-305 6'ChampExp SM Multi Ped Tbl 6' Champion Expanded Metal Surface Mount Multi-Pedistal Picnic Table	$1,102.50	$3,307.50

Line	Quantity	Part Number/Desciption	Unit Price	Ext Price
004	1 ea	FREIGHT Ship to 66208	$1,658.50	$1,658.50

Lead Time: 10 Weeks **Total:** **$44,239.00**

Payment Terms: As stated above

Freight: Dedicated Truck

Warranty: All products manufactured by Premier Polysteel come with a 20 year limited warranty!

Quoted By: AMBER



Premier Polysteel
A Division of ADA Enterprises, Inc.
305 Enterprize Drive
PO Box 77
Northwood, IA 50459
Ph: 641-324-2750 Fax: 641-324-1092
Toll Free US & Canada: 877-746-3826

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Ship Via: Dedicated Truck

Salesperson . Matthew Erickson

Reference: Harmon Park

Cancellation Policy: Orders may be cancelled within 72 hours without penalty. Cancellation of order after 72 hours may be subject to restocking fees per our company terms.

All prices are net U.S. dollars. All local, state or other taxes, (if applicable) are the responsibility of the purchaser.

Freight note: If you need a lift gate and have not requested one, please notify us ASAP. Your freight costs and services will need to be adjusted accordingly.

Quoted By: AMBER

PUBLIC WORKS DEPARTMENT

Council Meeting Date: April 15, 2024
Consent Agenda

CONSIDER BID AWARD FOR HIGHWAY ROCK SALT

RECOMMENDATION

Staff recommends the City Council approve the bid from Central Salt for Enhanced Salt at $96.53 per ton delivered.

BACKGROUND

Advertised bids were opened on March 20, 2024, by the City Clerk. This is an annual bid for highway rock salt used for snow/ice control. Five bid responses were received:

Company	Rock Salt	Enhanced Salt
Central Salt	$74.52 per ton	$96.53 per ton
Black Strap Inc	No Bid	$170.00 per ton
Independent Salt	$73.25 per ton	No Bid
Cargill	No Bid	No Bid
Compass Mineral	No Bid	No Bid

The bid price for 2022 was $95.48 per ton for Enhanced Salt.

Since 2013 we have exclusively used the Enhanced Salt product and plan to do the same for 2024. It has been proven to be effective and it has many additional benefits.

It is anticipated that **only** Enhanced Salt will be purchased under this bid. The 2024 Budget includes $105,000 for salt.

FUNDING SOURCE

Funding is available in the 2024 Public Works Operating Budget

ATTACHMENT

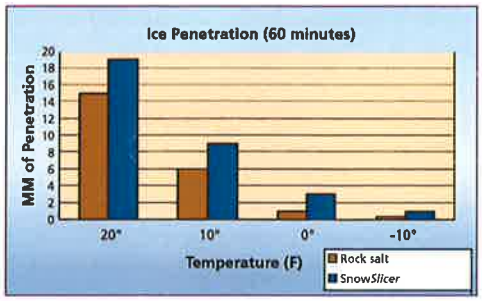
Enhanced Snow Slicer information sheet

PREPARED BY

Keith Bredehoeft, Director of Public Works Date: April 11, 2024

SnowSlicer™

Bulk Pre-Wet Enhanced Deicer



Performance

Snow*Slicer's* melting capacity rivals that of calcium chloride and magnesium chloride, at a much lower cost. All deicers must liquefy in order to chemically perform. Through the pre-wetting technology, Snow*Slicer* performs to expectations almost immediately. When applied to a snow-covered surface, Snow*Slicer* quickly begins to dissolve and penetrate packed snow and ice. The bond between the ice and pavement is then broken, which allows loosened ice and snow to be easily removed.

Features	Benefits
30% to 50% material reduction over rock salt	Cost Savings: Materials applied. Equipment & manpower utilization. Transportation costs. Less risk of environmental impact due to less product being used.
Works at low temperatures	Effectively melts ice and snow at temperatures as low as -20 degrees F.
Starts melting on contact	Does not need traffic, sunlight or higher pavement temperatures to start melting snow and ice. Unlike most dry blends that have less than 10% calcium or magnesium chloride, every salt crystal is coated and accelerates the melting process.
Resists freezing or clumping in stockpile and in spreaders	Saves time and materials. Product remains free flowing.
Non-staining, odorless purple color	More visible on snow covered roads. Crews can track where product is placed minimizing overlap and reassures drivers and owners that treatment has occurred. No foul odor or color tracked into building.
Pre-wetted material	Better utilization of material by reduced bounce and scatter.
Residual Effect	Extended melting action.

From Central Salt—*Where Service is Central*

Snow*Slicer* is produced exclusively by Central Salt, a leader in liquid, dry and dry blend ice melting technologies used throughout the winter maintenance industry. We are at your service 24/7, ready to provide the highest level of service at the most affordable cost.



PRODUCED AND MARKETED BY

CENTRAL SALT®

385 Airport Road, Suite 108
Elgin, Illinois 60123
(888) HWY SALT or (888) 499-7258
info@centralsalt.com www.centralsalt.com

© 2011 Central Salt, L.L.C. No warranty expressed or implied, including but not limited to warranty of merchantability or fitness for a particular purpose, is made concerning this product. Overuse of any deicing chemical can cause damage to vegetation. You can avoid this by properly applying deicing chemicals.

SnowSlicer™

Bulk Pre-Wet Enhanced Deicer

CENTRAL SALT®

Snow*Slicer*™ is a pre-wet ice melting product that contains a blend of naturally occurring crystal and liquid ice melt products plus a unique, purple coloring that makes it highly visible. The combination of a high-performance liquid deicer and a blend of fine and coarse crystal ice melters using Central Salt's "pre-wetting" technology results in a unique product that melts faster, lasts longer and performs better.



Why is Snow*Slicer* more Cost Effective?

- Fast-acting and effective in lower temperatures
- Pre-wet deicer means less material (up to 50%) and fewer applications are needed
- Flows freely even in sub-freezing conditions
- Vivid purple color is easy to see and will not track or stain
- Maintains a residual melting effect after storm event

Effective to **-20** *degrees*

"It has given us the ability to use less material but receive the same results. Not only has it saved us money in material costs, it is less damaging to our equipment and doesn't cake as much as other salt products."

— Tim Washburn
Purchasing Manager
Acres Group, Illinois

PUBLIC WORKS DEPARTMENT

Council Meeting Date: April 15, 2024
Consent Agenda

CONSIDER BID AWARD FOR PURCHASE OF SWIMMING POOL CHEMICALS

RECOMMENDATION

Staff recommends the City Council approve the bid award to Edwards Chemical for swimming pool chemicals.

BACKGROUND

On March 20, 2024, the City Clerk opened bids for swimming pool chemicals. Three swimming pool chemical bids were received. Brenntag Mid-South seemed the apparent low bid, but the company did not provide references. Brenntag Mid-South was contacted to provide references. They provided three references for companies not in the metro area and not providing the similar type of chemical delivery. There were some concerns that Brenntag Mid-South would not have the appropriate vehicles to provide the required delivery of chemicals in the bid, so they were invited to complete a site inspection to verify that they could fulfil the contract. The company had agreed to respond to their ability to provide the chemical service by April 5, 2024 and as of April 10, 2024 we still have not heard back from them.

Given the lack of response staff is recommending that the City move forward with Edwards Chemical. Edwards Chemical has provided this service in previous years. The 2024 pricing is the same as the pricing that was approved from the 2023 bid process. Following are the Bid unit prices:

Description	Units	Brenntag Mid-South	Edwards Chemical	Leslie's Poolmart
Calcium Chloride (50 pound bags)	Pounds	$ 0.399	$ 0.53	$ 0.992
Chlorine	Gallons	$ 2.88	$ 3.22	$ NO BID
Soda Ash (50 pound bags)	Pounds	$ 0.551	$ 0.508	$ 0.724
Sodium Bicarbonate (50 lb. bags)	Pounds	$ 0.477	$ 0.506	$ 0.764
Sulfuric Acid (55 gallon drums)	Gallons	$ 3.441	$ 3.130	$ NO BID
Sodium Thiosulfate (50 lb. bags)	Pounds	$ 1.815	$ 1.970	$ 1.131
Delivery Charge	Each	$ 0	$ 54.00	$300.00

FUNDING SOURCE

Funds in the amount of $38,000 are available in the Public Works Swimming Pool Operating Budget.

PREPARED BY

Keith Bredehoeft, Director of Public Works Date April 10, 2024

PLANNING COMMISSION

City Council Meeting Date: April 15, 2024

PC2024-107: Hear an update regarding the Planning Commission's upcoming zoning code updates

ACTION NEEDED:
Hear an update regarding the Planning Commission's upcoming zoning code updates.

BACKGROUND:
The Planning Commission held work sessions in August 2023, October 2023, December 2023, February 2024, and March 2024 to discuss potential updates to the zoning code. The work sessions were a direct follow-up to the public forums held in June and July 2023. Based on the direction from the work sessions, the Planning Commission draft will be presented to City Council, and prepared for introduction into the public hearing process.

The Planning Commission arrived at five strategies based on discussions at their work sessions:

1. Hold status quo in Multifamily districts (R-3 and R-4). (Chapters 19.12 and 19.14)
2. Allow residential uses in Commercial districts (C-). (Chambers 19.16, 19.18, and 19.20)
3. Improve the Mixed-Use district (MXD). (Chapter 19.23)
4. Revise the current planned development standards & process. (Chapter 19.24)
5. Consider MXD development in specific scenarios.

Anticipated next steps:

- Update at City Council: April 15, 2024
- Planning Commission Public Hearing: May 7, 2024
- City Council Adoption: June 3, 2024

City Planner Chris Brewster will provide an overview of the recommended changes to the City Council and will answer questions ahead of the Planning Commission public hearing. A detailed summary of zoning changes are attached and can be found on the website.

Changes to the zoning regulations require a public hearing, a recommendation from the Planning Commission, and final approval of the Governing Body. The Planning Commission will hold a public hearing on May 7, 2024, and will make a recommendation to the Governing Body.

ATTACHMENTS:
- Presentation
- Proposed Zoning Code Updates Summary

PREPARED BY:
Nickie Lee
Deputy City Administrator
Date: April 3, 2024

Introduction of PC Zoning Update Recommendations








PRAIRIE VILLAGE
THE STAR OF KANSAS

City Council
April 15, 2024

Zoning 101 – General Practice

Zoning Ordinance Updates

1. Discussion / Public engagement

(Option: dependent on issues)

2. Notice - public
3. Planning Commission public hearing
4. Planning Commission recommendation
5. City Council meeting
6. Decision

Zoning Map Change (Rezoning)

1. Development application
2. Notice - property owners + public
3. Neighborhood engagement meeting
4. Planning Commission public hearing
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Zoning 101 – General Practice

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Zoning Issues Task List – 2017

Technical / "Quick Fixes"

- ❑ Interpretation of setback exceptions
- ❑ Coordination of SUP / CUP uses and process
- ❑ Sign ordinance update
- ❑ Landscape standards
- ❑ Other interpretation issues [fences, decks, site plans, etc.]

Policy / Planning Issues

- ❑ Multi-family infill [R-2, R-3, R-4, & MXD]
- ❑ Neighborhood infill or development [R-1A/B]
- ❑ Commercial reinvestment [Form-based Codes/Planned Zoning]
- ❑ Zoning districts & uses - generally

Special Tasks / Ongoing Issues

- ❑ Wireless facilities standards & updates
- ❑ R-1 A/B neighborhood design ["Phase II"]
- ❑ Renewable energy standards

Zoning Issues Task List – 2017

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☑ 2017

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Comp Plan Discussions

Policy / Planning Issues

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☑ 2017 ☑ 2019

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☑ 2017 ☑ 2019 ☑ 2021

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Special Tasks / Ongoing Issues

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☑ 2017 ☑ 2019 ☑ 2021 ☑ 2024

Inputs

- Comprehensive Plan: Village Vision 2.0 (2021)
- City Council & Planning Commission Preliminary Discussions (August 2022 – April 2023)
- Public Forum (2023)
  - June 22 Open House
  - July 13 Open House
  - On-line (and in-person) Surveys
- PC Work Session(s) (2023 – 2024)
  - August 22 – Initial Discussion & Strategies
  - October 3 – Concepts & Direction
  - December 5 – Initial Review / Discussion Drafts
  - February 6 – Continued Discussion / Direction
  - March 5 – Continued Discussion / Revised Drafts







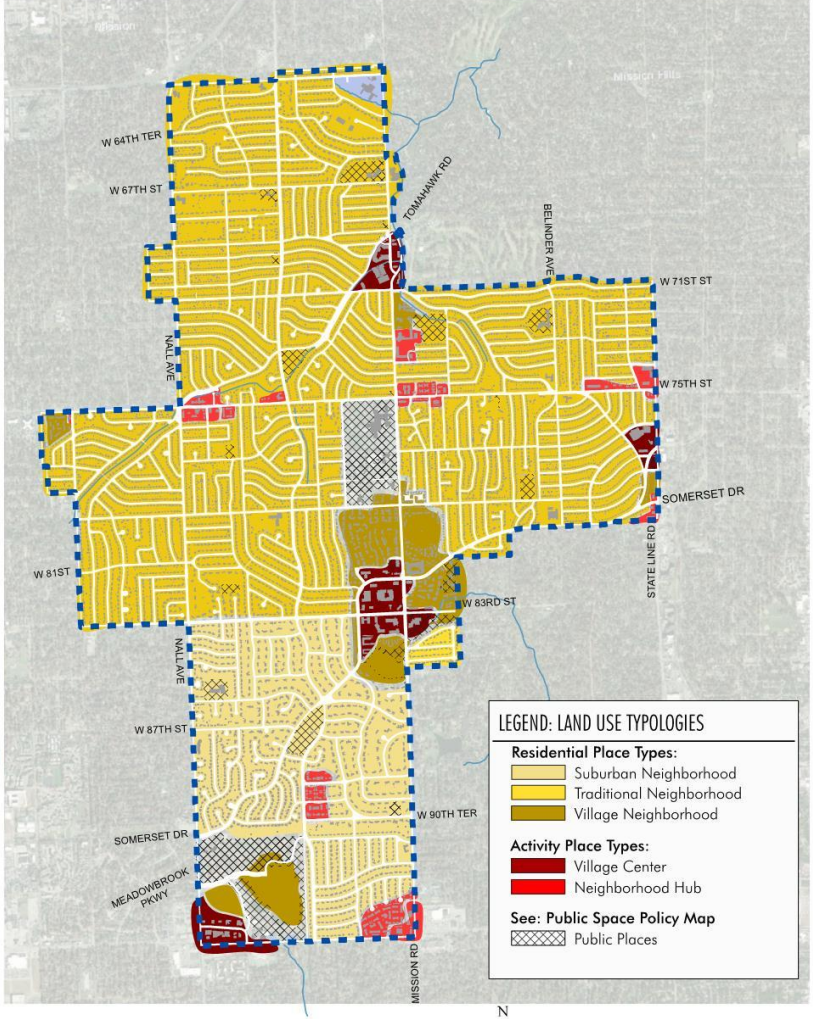
Comprehensive Plan – Village Vision 2.0

Development Principles: Neighborhoods

- Diversify housing options
- Maintain integrity of PV neighborhoods

Policy Plans: Public Space & Land Use

- Reinforce existing neighborhood patterns
  - *Suburban neighborhoods (primarily large lot SF)*
  - *Traditional neighborhoods (primarily narrow-lot SF)*
  - *Village Neighborhoods (broad range of housing types)*
  - *Activity centers (accessory office & residential)*
- Strengthen neighborhood design
  - *Prioritize well-designed streetscapes*
  - *Compatible range of small- and moderate-scaled building types*
  - *Relationships of housing to streetscape and surrounding property*



PRAIRIE VILLAGE: LAND USE POLICY MAP

PC Priorities

Based on City Council Direction – February 7, 2023

1. **R-1A / R-1B:** *Revise ADUs standards?*
2. **R-1A / R-1B or R-2:** *Improve process for small lot house patterns ("planned" applications)?*
3. **R-2:** *Allow duplexes on smaller lots?*
4. **R-2, R-3 & R-4:** *Promote row house, tri-plex, or quad-plex building types?*
5. **R-3, R-4, & C- districts:** *Enable small-scale, higher density apartment buildings?*
6. **C-O, C-1, C-2, or MXD**: *Allow residential and/or mixed-use building types?*

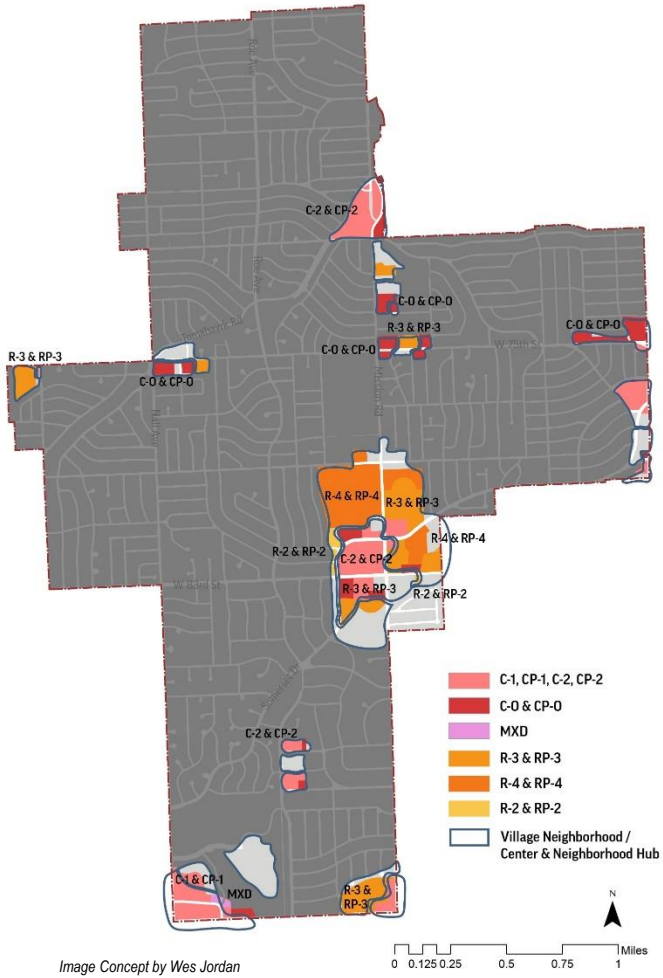
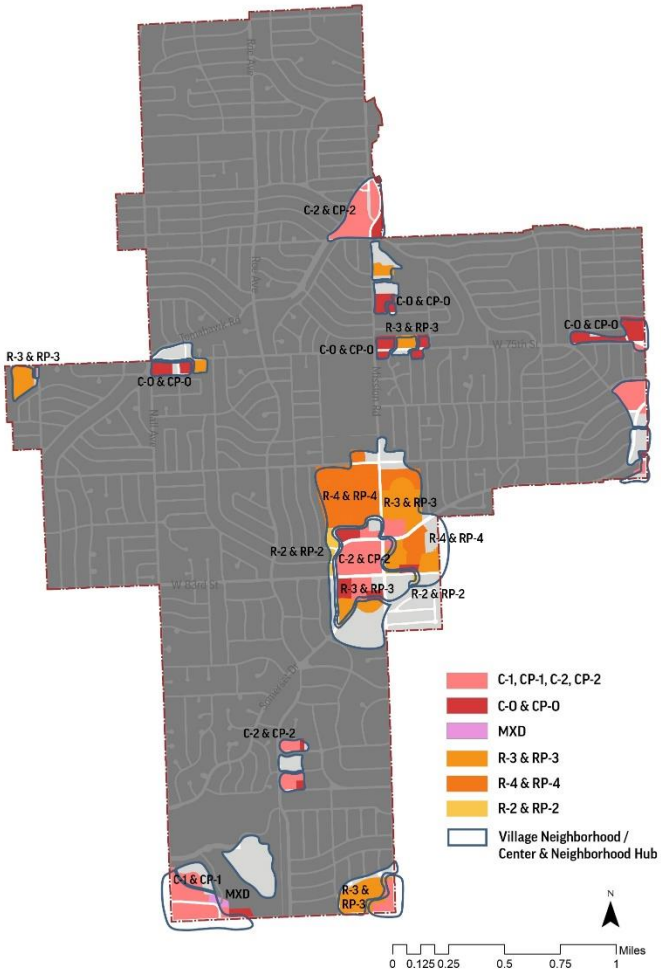
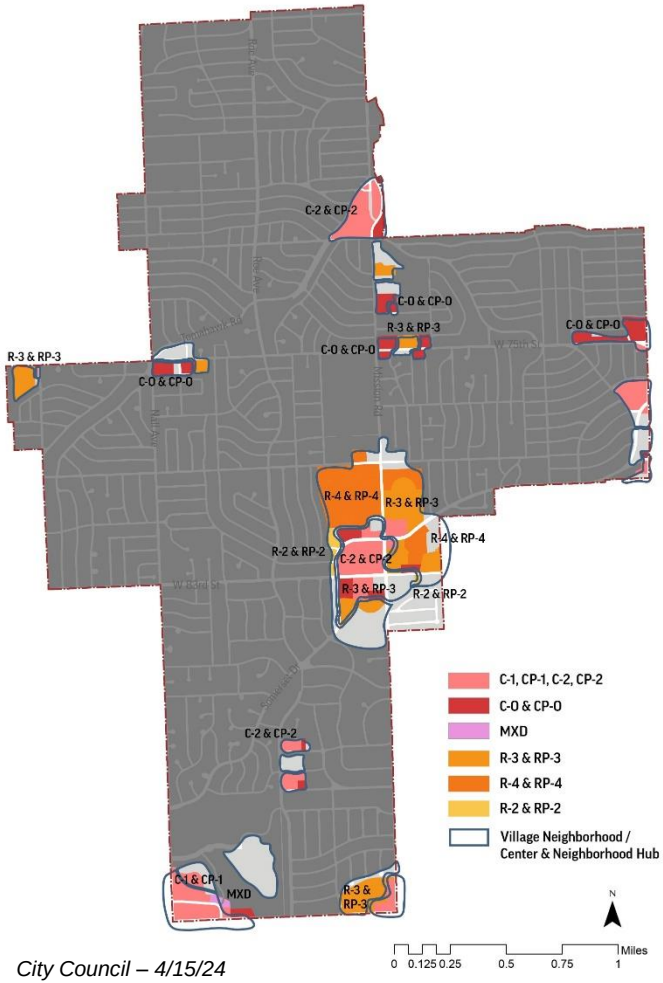


Image Concept by Wes Jordan

PC Direction (10/5/23)

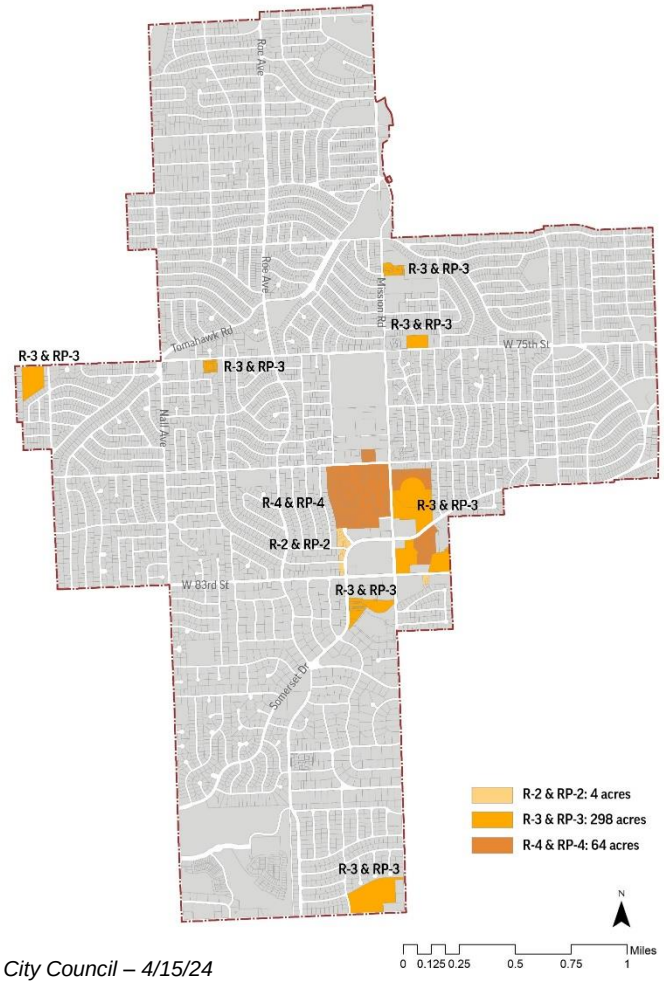
1. Hold the status quo in R-2, R-3 and R-4
   - *Make existing conditions compliant with standards*
   - *Clear up conflicts / interpretation issues*
2. Allow residential uses in C- districts
   - *Permit mixed-use residential (upper floors / behind ground level commercial)*
   - *Allow subject to current commercial building development standards*
3. Improve the MXD district standards (planned district)
   - *Promote smaller-scale plans / more practical to PV contexts*
   - *Improve expectations / development parameters*
4. Revise current planned development standards and procedures
   - *Improve planning inputs to support flexibility in standards*
   - *Improve expectations / development parameters*
5. Consider MXD for application in a variety of contexts
   - *Mixed use redevelopment of activity centers*
   - *Strategic infill in activity centers (mixed-use or residential)*
   - *Residential redevelopment in transition areas or multi-family districts*





Recommended Amendments – General Approach

- **All Districts – R-2, R-3, R-4, C-O, C-1, C-2**
  1) Add intent sections that establish context and relationship to comp plan for each zone district
  2) Reformat development standards
     a. convert text to tables.
     b. consistent approach to development standards in all districts (lot size, building coverage, impervious coverage, height, setback)
  3) Add section to establish parameters for application of planned zoning districts (i.e. RP-2, RP-3, CP-O, etc.)
  4) Required planned applications to use the new MXD design standards



Recommended R-2, R-3, and R-4 Amendments

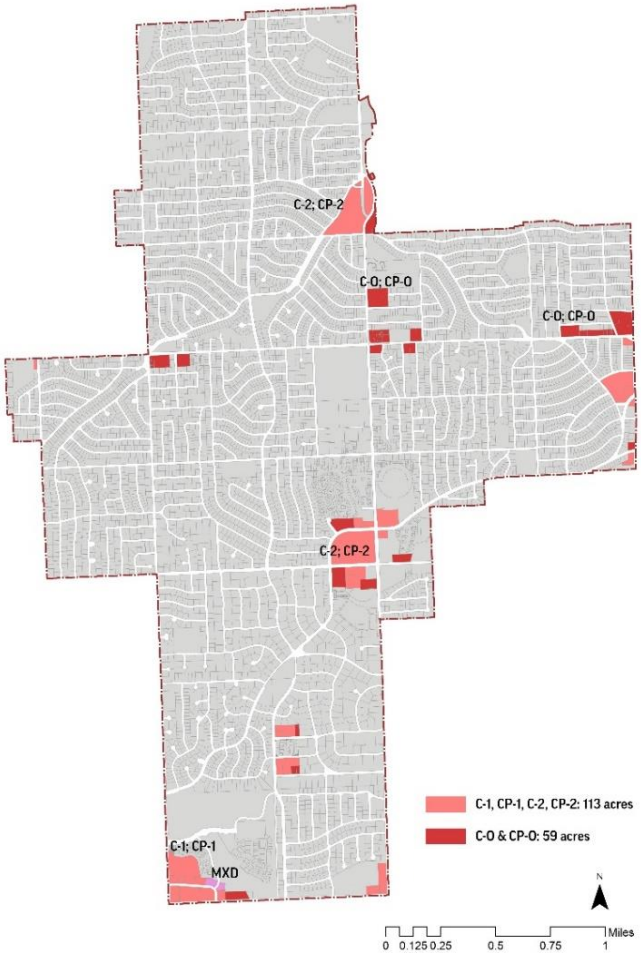
- **R-3 – Apartment District**
  [Chapter 19.12]
  1) Reduce minimum lot area per unit from 2,500 s.f. to 1,750 s.f..
  2) Clarify conflict in building coverage (20% v. 30%); go with 30%
  3) Add impervious coverage standard – 50%

- **R-2 - Two-family Residential & R-4 - Mixed Dwelling Districts**
  [Chapters 19.10 and 19.14]
  1) No substantive changes (added building coverage for consistency – 30% and 50%)

Location	Lot Acres	Building Sq ft	Building Coverage	Impervious Sq ft: driveway & parking	Imperivous Surface Coverage	Lot Area / unit	Height
R-4	46.3	465,973	23%	289,763	37%	13,269	24'
R-3 1	19.6	34,703	4%	128,277	19%	6,792	26.4'
R-3 2	5.0	48,661	23%	44,446	43%	2,450	25'
R-3 3 1	3.4	30,641	21%	18,034	33%	2,807	27.5'
R-3 3 2	2.4	28,661	28%	21,616	49%	2,442	25'
R-3 3 3	1.3	13,873	24%	12,248	46%	1,773	26.6'
R-3 3 4	0.6	5,135	21%	2,772	32%	12,414	24.2'
R-3 4	16.2	187,225	27%	172,063	51%	2,871	24.6'
R-3 5	3.5	44,527	29%	39,865	56%	1,965	24.7'
R-3 6	2.3	24,775	25%	26,910	52%	1,816	24.7'
R-3 7	7.7	60,076	18%	95,216	46%	2,461	26.1'

Does not meet Lot coverage (20%) standard.

Does not meet the R-3 Lot area per family (2.5k sq ft) requirement.



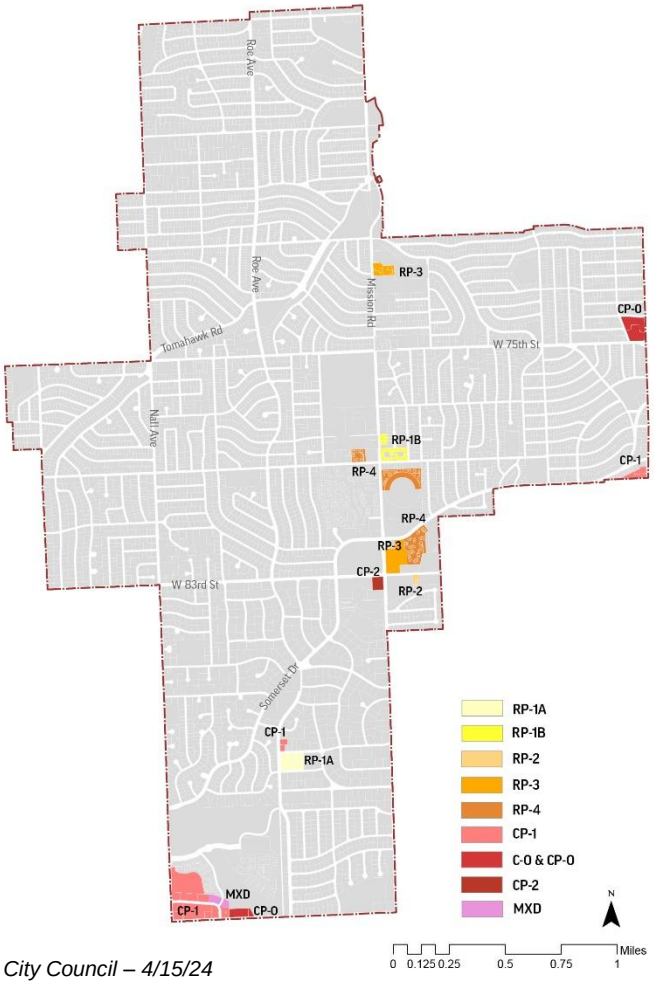
Recommended C-O, C-1, and C-2 Amendments

- **C-O – Office Building, C-1 – Restricted Business, & C-2 – General Business Districts**
  [Chapter 19.16, 19.18, and 19.20]
  1) No substantive changes to the development standards.
  2) Added "Residential – Mixed-use" to the use table for C-O, C-1, and C-2 (19.27)
  3) Added performance criteria in C-1 and C-2 for residential uses on upper story or behind first story commercial.

Table 19.27 Allowed Uses

■ = use is generally permitted, subject to general zoning district development and design standards.
❍ = use requires Special Use Permit and discretionary review by Planning Commission and City Council per Section 19.32

Uses	*R-1A*	*R-1B*	*R-2*	*R-3*	*R-4*	*C-O*	*C-1*	*C-2*	*C-3*	*MXD*
Residential Uses									No specific uses permitted. C-3 is a planned	No specific uses permitted. MXD s
Single family dwellings	■	■	■	■		■				
Two-family dwellings			■	■		■				
Garden Apartment Building or Apartment House				■		■				
Condominium					■					
Nursing and convalescent home	❍	❍	❍	❍	❍	❍	❍	❍		
Group home	■	■	■	■		■				
Residential – Mixed Use						■	■	■		



Recommended MXD and -P Amendments

- **MXD – Mixed Use District**
  [Chapter 19.23]

  1) Replace generic development standards (height, setback) with specific “building type standards” for default standards
  2) Add Mixed-density Neighborhood and Mixed-use Design Standards (community design & project design)
  3) Remove procedures and defer to improved Planned Zoning procedures.

- **P- Planned Zoning District**
  [Chapter 19.24]

  1) Simplified and improved intent statement
  2) Improved procedures with two specific scales of plans:
     a. *Community Design Plan* – streets & blocks, streetscape, open space, general land use intensity and transitions.
     b. *Project Plans* – specific building types, frontages, building design, site / landscape design.
  3) Based on base district standards (i.e. R-2, R-3, C-1, etc,)
     a. Default to base district development standards
     b. Specific deviation criteria

MXD District Building Types




Detached House
- Large-Lot
- Standard Lot
- Small-Lot





Attached Houses
- Duplex
- 3- and 4-plex
- Townhouse







Apartments
- Large
- Medium
- Small

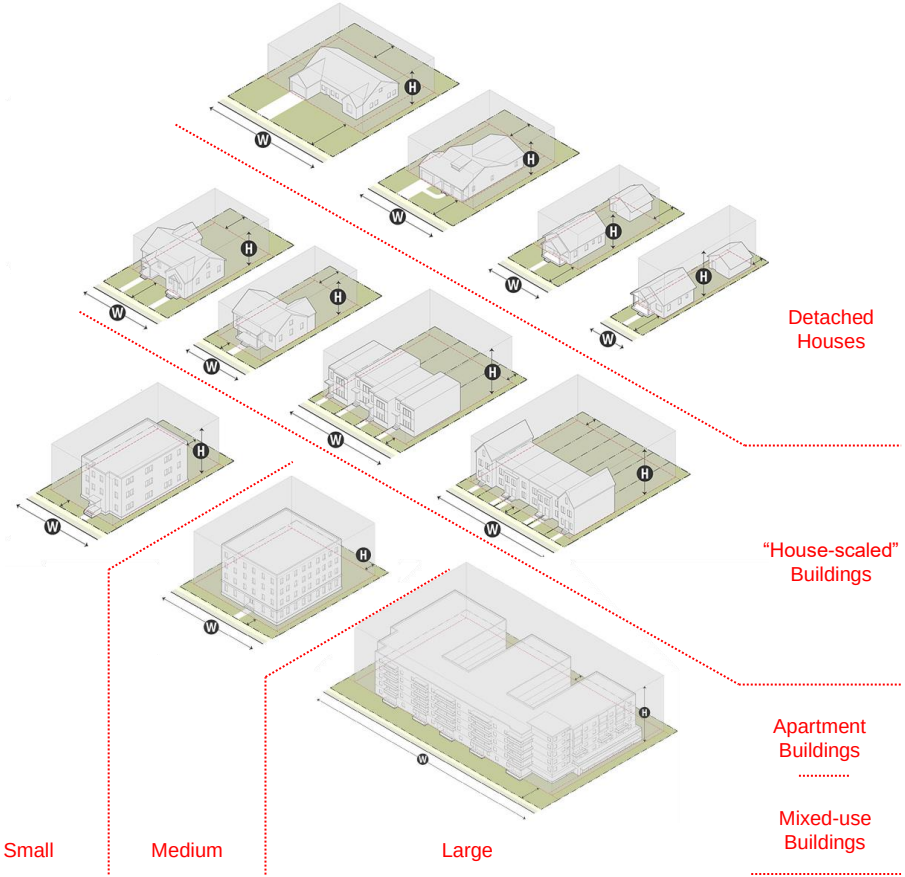




Mixed Use
- Large
- Medium
- Small



MXD District Building Types





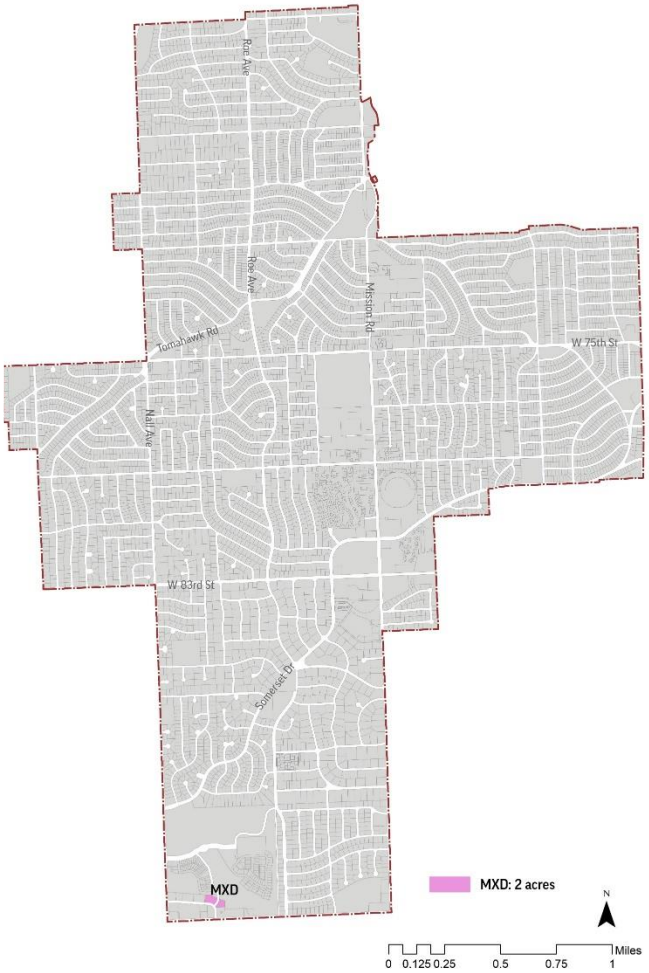


MXD District Building Types

Table 19.23.A: MXD Building Type Standards

Building Types	# of Units	Lot Standards [1]				Building Standards			
		Area (s.f.)	Width	Building Coverage (max)	Green Space (min.)	Height (max)	Setbacks (min.)		
							Front	Side	Rear
***Detached House** – Large Lot*	1	10K +	80' +	30%	60%	35' 2.5 story	30'	7	25'
***Detached House** – Standard Lot*	1	6K – 10K	60' +	30%	60%	27' 2 story	30'	6'	25'
***Detached House** – Small Lot*	1	3K – 6K	30' – 50'	50%	30%	22' 1.5 story	15' – 30'	5'	25'
Attached House	2 - 4	6K – 15K 3K / unit	60' -125'	40%	40%	35' 2.5 story	15' – 30'	7'	25'
Townhouse	3-8	1.2K / unit 15K total max	14' / unit min.; 125' total max	65%	20%	40' 3 story	15' – 30'	10' [2]	15'
Live - Work	1-6	2K / unit 15K total max	20' / unit min. 125' total mx	65%	20%	40' 3 story	15' – 30' [3]	6' [2]	15'
***Apartment / Mixed-use** – Small*	3-12	6K – 0.5 ac.	60' – 125'	65%	20%	40' 3 story	15' – 30' [3]	10'	15'
***Apartment / Mixed-use** - Medium*	< 40	0.5 – 1.5 ac.	125' – 250'	65%	20%	50' 4 story	15' – 30' [3]	15' [1]	15'
***Apartment / Mixed-use** - Large*	40 +	1.5 – 3 ac.	250' +	65%	20%	50' 4 story	15' – 30' [3]	20' [1]	15'

Note: Application of any MXD building types requires rezoning based on a plan & subject to MXD design standards.



Use MXD District Building Types for -P District Applications













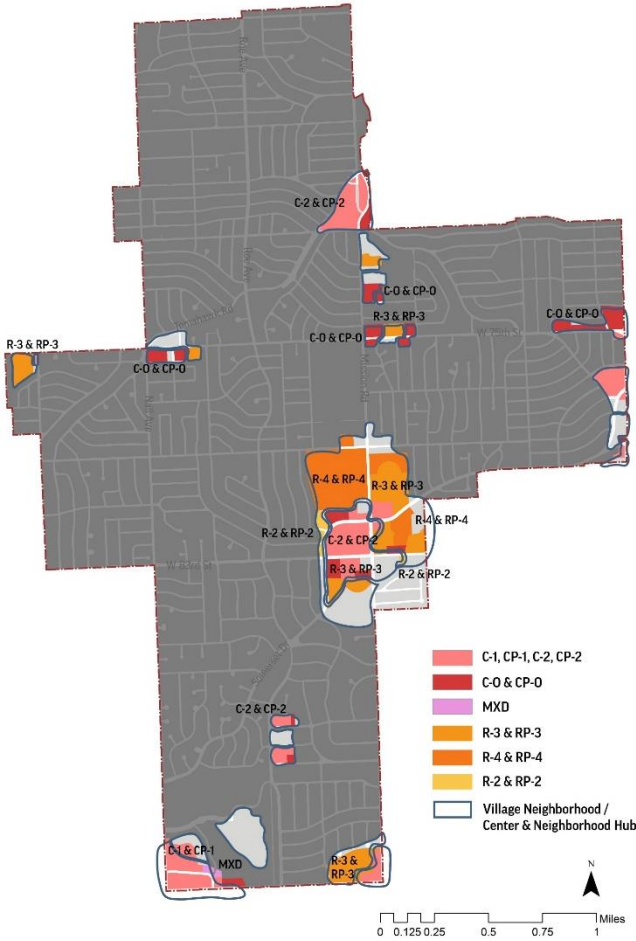
Use MXD District Building Types for -P District Applications

Table 19.23.A: MXD Building Type Standards

Building Types	# of Units	Lot Standards [1]				Building Standards			
		Area (s.f.)	Width	Building Coverage (max)	Green Space (min)	Height (max)	Setbacks (min)		
							Front	Side	Rear
***Detached House** – Large Lot*	1	10K +	80' +	30%	60%	35' 2.5 story	30'	7	25'
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Attached House	2 - 4	6K – 15K 3K / unit	60' -125'	40%	40%	35' 2.5 story	10' – 30'	7'	25'
Row House	3-8	1.2K / unit 15K total max	14' / unit min.; 125' total max	65%	20%	40' 3 story	10' – 30'	10' [2]	15'
Live - Work	1-6	2K / unit 15K total max	20' / unit min. 125' total mx	65%	20%	40' 3-story	10' – 30' [3]	6' [2]	15'
***Apartment / Mixed-use** – Small*	3-12	6K – 20K	60' – 125'	65%	20%	40' 3 story	10' – 30' [3]	10'	15'
***Apartment / Mixed-use** - Medium*	< 40	20K – 40K	125' – 250'	65%	20%	50' 4 story	10' – 30' [3]	15' [1]	15'
***Apartment / Mixed-use** - Large*	40 +	40K+ + 1.2K / unit over 40 units	250' +	65%	20%	65' 6- story	10' – 30' [3]	20' {1]	15'

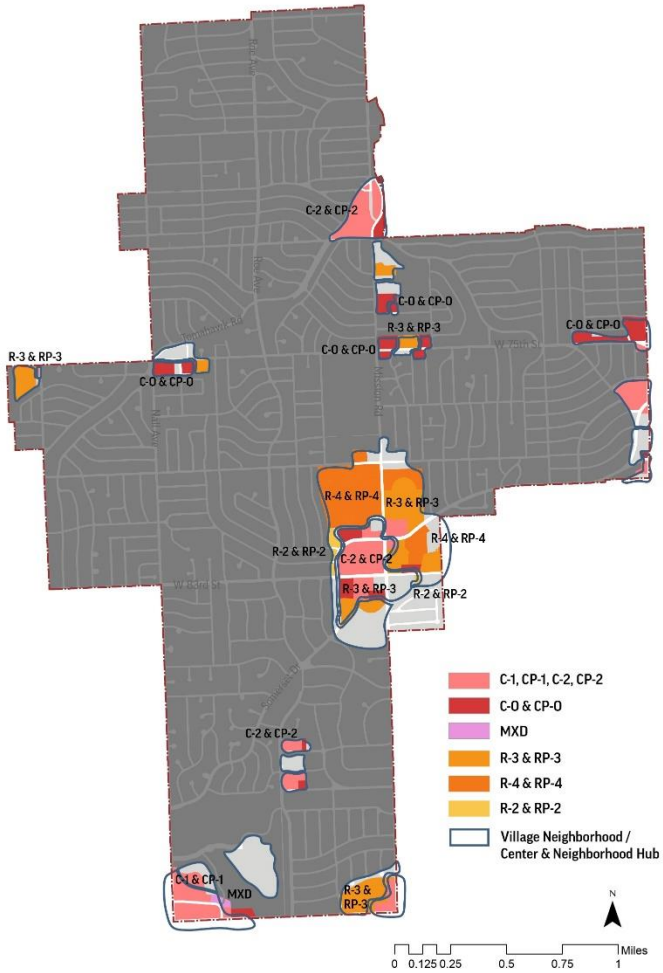


Note: Application of any MXD building types requires rezoning based on a plan & subject to MXD design standards.



Planned District Parameters & Criteria

- Base Zone District Standards Apply
- Deviations Based on Broader Planning Benefits
  1) Lot Coverage
     - Stormwater strategies
     - Improved public or common open space or buffers
  2) Lot Area Per Unit
     - Diversity of housing types
     - Support adjacent non-residential uses
  3) Building Height or Setbacks
     - Compatible style / design and transitions
     - Broader community benefits beyond the project
  4) Parking Standards
     - Data on target market / tenant mix
     - Assurances of no off-site impacts
- Planning Criteria
  1) Sound planning and urban design reflecting comprehensive plan policies
  2) Flexibility does not strictly benefit applicant or single project.
  3) Proposed deviations do not undermine other standards

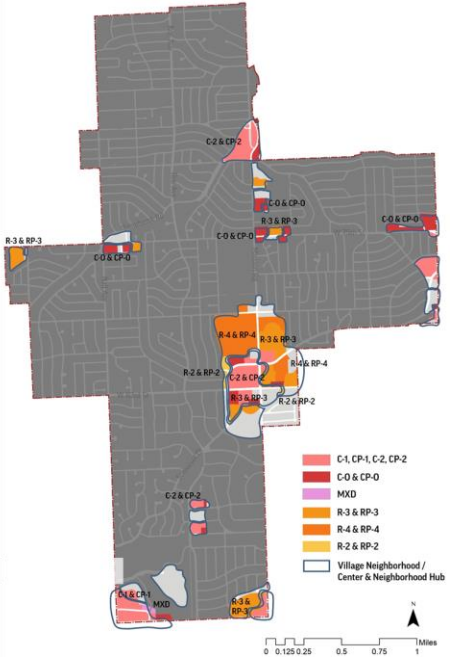


Next Steps

- Introduction of PC recommendations to City Council (tonight)
- Planning Commission public hearing (May)
- City Council review / adoption (June)
- Effective date (June, after publication)

Zoning Ordinance Updates

1. Discussion / Public engagement
(Option: dependent on issues)
2. Notice - public
3. Planning Commission public hearing
4. Planning Commission recommendation
5. City Council meeting
6. Decision



Introduction of PC Zoning Update Recommendations

Discussion








PRAIRIE VILLAGE
THE STAR OF KANSAS

City Council
April 15, 2024

Proposed Zoning Code Updates – Summary
April 8, 2024

The City Council directed staff and the Planning Commission to consider updates to the non-single-family zoning districts as part of the housing policy discussions, following adoption of the Comprehensive Plan in 2021 (districts *except* R-1A and R-1B). From August 2023 to March 2024 the Planning Commission held a series of work sessions that identified five key strategies for the overall changes. These strategies and specific changes associated with each strategy are listed below.

1. ***Hold the status quo in R-2, R-3, and R-4 Districts.*** *This strategy is based on the fact that some of the current multi-family properties may not meet the existing R-3 and R-4 standards, and the fact that the Planning Commission feels the scale and format of development in these districts is appropriate. These changes would allow existing projects to be built back "as is" or allow new projects of a similar scale and format to be built in these areas. The R-2 district was included to establish a consistent approach to standards in all districts that allow multi-unit buildings.*

   The specific changes are:
   - *a. Changing the R-3 minimum lot area standards from 2,500 square feet per unit to 1,750 square feet per unit.*
   - *b. Reconcile a current conflict for lot coverage standards in R-3 (20% vs. 30%; reconciled in favor of 30%). [19.12.015, Table 19.12.A]*
   - *c. Adding impervious surface limits to be consistent with R-1A and R-1B districts:*
     - *R-2 (40%) – same as R-1A and R-1B. [19.10.015, Table 19.10.A.]*
     - *R-3 (50%). [19.12.015, Table 19.12.A.]*
     - *R-4 (50%). [19.14.015, Table 19.14.A.]*
   - *d. Add a section to identify planning and development parameters for planned rezoning ("-P) in the R-2, R-3 and R-4 district. [19.10.30, 19.12.30, and 19.14.30]. Currently, planned zoning applications in these districts have no specific parameters. (See Strategy 5, below)*
   - *e. Non-substantive and formatting changes, which include:*
     - *Adding intent statements to be consistent with other zone districts and allow better consideration for the context of each district in relation to the comprehensive plan.*
     - *Converting sections of text on dimensional standards to a single table (also consistent with previous formatting updates in other districts).*

2. ***Allow residential uses in the C-districts.*** *This strategy promotes housing and mixed-use development by allowing residential uses in all commercial zoning districts. Currently, residential uses are only allowed in the C-O district, and then they are subject to the R-1, R-2, or R-3 development standards. The Planning Commission direction was to promote residential uses in mixed-use or*

commercial settings. This allows residential uses, but with no changes to the physical form and development standards that would otherwise apply to non-residential projects.

The specific changes are:

a. *Add a new use to the use table "residential – mixed use" (residential uses on the upper floor of commercial buildings or behind ground-level commercial uses), and enable it in C-O, C-1, and C-2 zoning districts. [19.27.005, Table 19.27]*
b. *Non-substantive and formatting changes, which include:*
   - *Adding intent statements to be consistent with other zone districts and allow better consideration for the context of each district in relation to the comprehensive plan.*
   - *Converting sections of text on dimensional standards to a single table (also consistent with previous formatting updates in other districts).*

3. ***Improve the MXD – Mixed Use District.*** *This MXD district is a planned zoning district that promotes mixed use development, but it currently relies on very large-scale master plans and complex procedures. This scenario is not very applicable to future development in Prairie Village. Similarly, the district has very few standards or guiding development principles, so is open to interpretation under any specific plan that may be proposed. The Planning Commission direction was to make the district more applicable to smaller scale development plans, and to establish planning and development parameters for a basis of any proposed plan and rezoning to the MXD district. While the process still affords flexibility from these standards through the Planning Commission and City Council review, the base development standards establish a starting point and expectations for proposed development plans.*

Specific changes include:

a. *Replace the large-scale master planning process with two specific and smaller scales of development plans – a community plan, including project surroundings, and a project plan for specific sites and buildings. Note: this approach applies to all application for "planned" zoning districts – i.e. R-3P, C-2P, or MXD. [19.24.020] (See Strategy 4, below)*
b. *Establish base standards for a range of building types that may be appropriate for various mixed-use projects or contexts. [19.23.015, Table 19.23.A]*
c. *Establish design guidelines that address integrating projects into surrounding contexts, and which promote more walkable, and human-scale design features as a pre-requisite to supporting the plan and proposed mixed use development projects. [19.23.020]*

d. Create better intent and approval criteria for the MXD district, and for all planned zoning applications. [19.24.010 and 19.24.025]. (See Strategy 4, below)

4. ***Revise the current planned rezoning and development standards and process.*** *The overall approach directs most future changes development through the current "planned zoning" process, which is a rezoning application that requires a Planning Commission Recommendation and City Council decisions. The concept of "planned zoning" is to allow flexibility from current standards to promote better, innovative, or more appropriate development, but the current planned zoning process is complex and has few criteria or planning or development parameters. The Planning Commission's specific strategy is to establish better planning parameters, review criteria, and expectations in the planned zoning process.*

   Specific changes include:

   a. Establish that all plans shall be based on a proposed base zoning district and district standards, and deviations from those standards should be based on specific planning, design, or community benefits. [19.24.015]
   b. Improve the planning parameters necessary to justify flexibility in the standards with two specific and smaller scales of development plans – a community plan, including project surroundings, and a project plan for specific sites and buildings. [19.24.020]
   c. Improve the criteria for approval of planned zoning applications [19.24.025]

5. ***Consider MXD Development in specific scenarios.*** *This strategy combines elements of all of the above changes – (1) it capitalizes on the improved planned zoning criteria, and anticipates how that may be used in any of the current zoning districts; (2) it assigns some of the more specific MXD district building types to districts that are most appropriate for that scale of building or project; and (3) it utilizes the planned zoning process as a basis for integrating smaller scale or infill projects into specific situations in these districts.*

   Specific changes include:

   a. Adding parameters for planned zoning applications in all zoning districts and requiring the updated process and criteria in item 4 be used. [19.10.030, 19.12.030, 19.14.030, and 19.16.030]

PUBLIC WORKS DEPARTMENT

Council Meeting Date: April 15, 2024

COU2024-26 CONSIDER DESIGN AGREEMENT WITH TREKK DESIGN GROUP LLC FOR THE DESIGN AND CONSTRUCTION OBSERVATION OF NALL AVENUE, 75TH STREET TO 79TH STREET (2024 CARS)

RECOMMENDATION

Move to approve the design agreement with TREKK Design Group LLC for the design and construction observation of the 2024 CARS project, Nall Avenue, 75th Street to 79th Street in the amount of $172,409.

BACKGROUND

Public Works requested proposals from firms to provide engineering services for Prairie Village for 2024, 2025, and 2026 in December 2023. The selection process consists of submitting proposals, ranking to select for interviews, conducting the interviews and selecting the consultant for the design work. Engineering services are selected based on qualifications. The selection committee consisted of members of the Governing Body, Councilmembers D. Robinson and O'Toole along with staff. TREKK Design Group LLC was selected as the City's design consultant for the CARS Program from the 3 firms interviewed. TREKK has provided construction observation services in the past on the Paving and CARS Program to supplement City inspection staff. TREKK has performed well with good customer service to both staff and residents.

This agreement is for the design and construction observation of the 2024 CARS project, Nall Avenue, 75th Street to 79th Street.

This project consists of a mill and overlay with new pavement markings. Plans will include reconstruction of the southbound lanes of Nall that area appear to have subgrade failure. The southbound lanes have been patched multiple times without success (see pic to right). Construction is scheduled to be awarded later this year with a spring 2025 start.



FUNDING SOURCE

Funding source is multi-jurisdictional between Prairie Village, and the CARS program.

Funding is available in the CIP project NAAV0007.

ATTACHMENTS

1. Agreement with TREKK Design Group LLC

PREPARED BY

Melissa Prenger, City Engineer April 8, 2024

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

NALL AVENUE, 75TH STREET TO 79TH STREET
NAAV0007 (2024 CARS)

THIS AGREEMENT, made at the Prairie Village, Kansas, this____ day of_____2024, 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**", TREKK Design Group LLC, a corporation with offices at 1411 E 104th Street, Kansas City, Missouri, hereinafter called the "**Consultant**".

WITNESSED, THAT WHEREAS, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the improvements to Nall Avenue, 75th Street to 79th Street (NAAV0007 2024 CARS), hereinafter called the "**Project**",

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

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

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

Article I City Responsibilities

A. **Project Definition** The City is preparing to design and construct roadway and stormwater improvements on Mission Road as part of the CARS program.

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

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

indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.

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

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

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

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

- Johson County CARS Funding

Article II Consultant Responsibilities

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

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

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

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

Article III Scope of Services

A. **Design Phase:** Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited to, these phases and tasks. The scope is generally defined below.

1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
3. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.
4. Conduct field reconnaissance with City to evaluate and identify:
   a. Design issues.
   b. Need for drainage improvements.
   c. Need for full depth pavement repairs.
   d. Need for sidewalk replacement.

e. Location for new sidewalk.
f. Need for curb and gutter replacement.
g. Need for and limits of driveway replacement.
h. Need for which type of ADA ramps.
i. Utility locations and conflicts.
j. Tree conflicts.

5. Perform topographic and field survey of identified project locations.
6. Gather aerial and topographic data from Johnson County AIMS mapping for all project locations.
7. Record location of existing traffic markings and review for compliance with MUTCD and City standards.
8. Prepare preliminary construction plans (60%).
    a. Project title sheet.
    b. General site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.
    c. Plan sheets for street improvements showing all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.
    d. Typical sections.
    e. Cross sections for streets with a detailed topographic survey.
    f. City details drawings and other special details pertinent to the project.
    g. Traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction.
9. Submit one set (one full size and one half size) of preliminary (60% completion) construction plans for City review.
10. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
11. Perform field check with City.
12. Schedule, prepare for and attend one (1) public meetings for the project. The City will be responsible for sending notifications to the residents and property owners.
13. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
14. Attend and prepare minutes for up to four (4) project meetings and disperse the minutes to City representative and all other attendees within five working days.
15. Prepare final documents base of review and comments from City and other review agencies of the preliminary plans.
16. Prepare specification to supplement the 2018 Paving Program project manual for City review.
17. Submit one half size set of final (95%) plans and specifications for City review.
18. Submit one half-size set of final (95%) plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
19. Prepare a final opinion of probable construction cost based on historical unit prices.

20. Prepare construction plans for the project using the City's standard documents for the Paving Program.
21. Provide to the City a spreadsheet of the construction quantities for each street and a total for the project.
22. Prepare five half-size sets and a PDF of the construction plans for the contractor and the City.
23. Provide one hard copy and electronic copy of any report or drawings. Provide files of the plans or drawings in PDF Format.

B. Construction Services Phase

Construction services will be provided and include the following.

1. Provide all utilities with construction set of plans and request attendance at preconstruction meeting.
2. Prepare for attend preconstruction meeting with City and Contractor. Prepare and distribute meeting notes.
3. Provide periodic consultation by telephone or email to assist with construction issues.
   a. Consultation will be initiated by Client and/or Construction Representative.
   b. Consultant shall provide documentation on invoice that provides a brief description of the issue and/or activity.
   c. Any consultation resulting from a design error by the Consultant shall be excluded from this scope of work and shall be provided at the expense of the Consultant.
4. Review shop drawings and submittals.
5. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
6. Prepare final record drawings which reflect:
   a. Minor design changes.
   b. Changes made in the field by City representatives and are marked on the construction plan set.
7. Submit to the City electronic CAD files and TIFF images of the revised sheets.
8. Attend construction progress meetings as directed/requested by the Client. Four (4) meetings are budgeted.

Article IV Time Schedule

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	July 26, 2024
Issued to Contractor	Aug 20, 2024

Article V Compensation

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

Design Phase	$ 76,619.00
Construction Services Phase	$ 92,790.00
Total Fee for Paving Project	$ 172,409.00

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 survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.

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. **Quantity Errors**: Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the

time and effort of checking and correcting the errors to the City's satisfaction.

C. **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.

D. **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.

E. **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.

F. **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.

G. **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.

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

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

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

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

L. **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.

M. **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.

N. **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.

O. **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.

P. **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.

Q. **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.

R. **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:	**Consultant:**
City of Prairie Village, Kansas	TREKK Design Group LLC
By: _____ Eric Mikkelson, Mayor	By _____ Print Name: _____
Address for giving notices:	Address for giving notices:
City of Prairie Village Department of Public Works 3535 Somerset Drive Prairie Village, Kansas 66208	1411 E 104th Street Kansas City, Missouri 64131
Telephone: 913-385-4640 Email: publicworks@pvkansas.com	Telephone: 816-874-4655 Email: _____
ATTEST:	APPROVED AS TO FORM BY:
_____ Adam Geffert, City Clerk	_____ Alex Aggen, City Attorney

TREKK DESIGN GROUP, LLC

2024 CARS Project: Nall Avenue

23-0537 PV Streets On-Call: Nall Ave 75th Street to 79th Street

	Project Principal	Project Manager	Professional Engineer I	Project Engineer III	Senior Project Designer	Professional Land Surveyor I	LiDAR/Survey Crew	Survey Technician I	Survey Technician II	Utility Coordinator I	Senior Construction Inspector	PMO Specialist I	**Labor Sub-Total**
Approximate Billing Rate; subject to change	$295.00	$195.00	$175.00	$110.00	$150.00	$180.00	$230.00	$131.00	$105.00	$142.00	$168.00	$105.00	
TASK DESCRIPTION													
1 Project Administration	8	52	1	5	8	1	1	0	0	1	2	20	99
Internal Kick-off Meeting	1	2	1	1	1	1	1			1	1		
External Kick-off Meeting	1	2			1								
Progress Meetings (Weekly, 12 weeks, 30 minute virtual meeting)	2	6		2	2								
Public Meeting (1)	2	2		2	2						1		
Displays for Public Meetings (1) (roll plot)		2			2								
Invoice Preparation & Progress Reports (4 months design, 4 months maxiumum construction)		8										8	
General Project Administration/Coordination	2	30										12	
2 Preliminary through 60% Design	4	38	16	40	94	0	0	0	0	8	7	0	207
Site Visit													
Project Site Visit		3		3	3						3		
Summarizing Notes from Site Visit		2		1	1								
Coordination for Johnson County AIMS data		1			2								
Development of Utility Contact List		1			1					4			
Coordination for pavement borings		1		1	2					4			
60% Plan Set													
Title Sheet		2			4								
Typical Sections		2			6								
Summary of Quantities		4		4	8								
Plan & Profile Sheets (1" = 20' [H], 1" = 5' [V]) (assume 5 sheets with aerial background)		5		15	25								
Standard Details		2			4								
Pavement Marking Sheets (1" = 20' [H]) (assume 5 sheets)		2		2	10								
Traffic Control Sheets (1" = 20' [H]) (assume 5 sheets)		2	4		10								
Construction Cost Estimate		4		2	2								
Constructability Review	1	2	4	4	4						4		
QA/QC	2	4	8	8	12								
Submit Preliminary (60%) Design Plans, once	1	1											
3 Final Design	6	37	18	50	70	0	0	0	0	0	4	0	185
Address Comments from 60% Plans		4	4	8	12								
100% (PSE) Plan Set													
Title Sheet					1								
Typical Sections					2								
Summary of Quantities		4		8	8								
Plan & Profile Sheets (1" = 20' [H], 1" = 5' [V]) (assume 5 sheets with aerial and topo background)		5		10	10								
Standard Details					2								
Pavement Marking Sheets (1" = 20' [H]) (assume 5 sheets)		1			5								
Traffic Control Sheets (1" = 20' [H]) (assume 5 sheets)		2	2	4	6								
Construction Cost Estimate	1	2		4	4								
Constructability Review	1	2	4	4	4						4		
QA/QC	2	4	8	4	8								
Contract Front End Documents	1	4											
Submit 100% Design Plans, once	1	1											
Answer Questions During Bidding		8		8	8								
4 Construction Assistance	0	2	0	0	0	0	0	0	0	0	550	0	552
Preliminary familiarization (plans, specs, site)											16		
Attend Pre-construction meeting		2									4		
Construction Observation Services (assume 12 weeks)											480		
Substantial Completion Inspection & Punch list											25		
Final Completion Inspection & Punch list											25		
TOTAL HOURS	18	129	35	95	172	1	1	0	0	9	563	20	1043
BILLING RATE	$295.00	$195.00	$175.00	$110.00	$150.00	$180.00	$230.00	$131.00	$105.00	$142.00	$168.00	$105.00	
TOTAL LABOR COST	$5,310.00	$25,155.00	$6,125.00	$10,450.00	$25,800.00	$180.00	$230.00	$0.00	$0.00	$1,278.00	$94,584.00	$2,100.00	$171,212.00

Direct Expenses			**Expense Sub-Total**
Mileage			$ -
miles @ $0.665	per mile (Survey Vehicle)		$ -
1800 miles @ $0.665	per mile (Personal/Company Vehicle)		$ 1,197.00
TOTAL EXPENSES			$ 1,197.00

$ 172,409.00

Assumptions:

1 The number of full-time inspection hours is based on 12 weeks at 40 hours/week.

2 The number of full-time inspection hours is based on 8 hours per day for a five-day work week.

3 The work week is assumed to be Monday through Friday, with an occasional Saturday as needed and approved for schedule catch-up only.

4 Construction observation services are assumed to be maxiumum values, not to be exceeded. If construction efforts take less time than estimated as shown, associated portions of this fee will remain unused.

5 Construction observation services include developing daily logs/photos, attending progress meetings during work hours, measuring quantities, and reviewing schedule of values and pay applications.

PUBLIC WORKS DEPARTMENT

Council Meeting Date: April 15, 2024

COU2024-32 CONSIDER APPROVAL OF 2024 WASTE TIRE GRANT PROJECT AT TALIAFERRO PARK

RECOMMENDATION

Move to approve the waste tire grant project allowing for accessible hard surfaces at Taliaferro Park as part of the new playground equipment installation.

BACKGROUND

The Kansas Department of Health and Environment (KDHE) runs a Waste Tire Grant Program that enables Kansas' local units of government and private/public schools to apply for grant dollars to incorporate waste tires into projects. Eligible projects include only those where waste tire derived products are incorporated and must be composed of multiple materials no less than 50% waste tire material, unless composed of other recycled material. One of the uses for waste tires in a park setting is pour-n-play surfacing which allows for a hard surface to access various elements of the the play equipment. This surfacing will replace engineered wood fiber (EWF) at the highlighted locations below exceeding minimum ADA requirements for play surfacing.



The direction from Council to staff has been to apply for project specific grants as they are available. The City of Prairie Village applied in January 2024 for the Waste Tire Grant for the existing CIP project at Talilaferro Park. The City successfully received funding and was notified in April 2024. This project will be installed in tandem with new inclusive play equipment and create play surfacing at the new accessible play equipment.

Another requirement of the grant is to perform outreach and education on the grant and the recycled materials. Staff will add a web page to outline the grant process and the benefit of the projects. We are excited to receive this grant which funds the project at 50% of eligible costs and to implement hard surfacing which is a desirable element to inclusivity.

Approval of this project accepts the funding from KDHE, the requirements of the funding, and approves the contractor quote within the grant application.

FUNDING

This project will be funded with KDHE Waste Tire Grant monies and CIP project for Taliaferro Playground (BG450004)

KDHE Waste Tire Grant	$20,715.21
CIP Project Dollars	$25,831.58
Total Project	$46,546.79

ATTACHMENTS

1) Waste Tire Grant Application

PREPARED BY

Melissa Prenger, City Engineer April 10, 2024

Waste Tire Grant Program – SFY 2024

Surfacing Application

Postmark Deadline is January 16, 2024

Submit Applications to:
kdhe.bwmgrant@ks.gov **OR**
mail to:

KDHE
Attn: Grant Coordinator
1000 SW Jackson, Ste. 320
Topeka, KS 66612

Priority _____

City of Prairie Village - Public Works Department — Johnson
Name of Applicant/Organization — County

3535 Somerset Drive — Prairie Village — KS — 66208
Mailing Address — City — State — Zip

Melissa Prenger — City Engineer
Contact Person (responsible for day to day project management) — Title

Eric Mikkelson — Mayor
Name of Authorized Contract Signatory — Title

(913) 385-4655 — mprenger@pvkansas.com
Telephone Number — E-mail Address

www.pvkansas.com — 48-6077081
Web Page — FEIN (IRS) Tax Number

Waste Tire Product Information

Have you been awarded a Waste Tire Derived Product Grant before? Yes ☒ No ☐ Unknown ☐

If so, have your prior grant(s) closed? Yes ☒ No ☐ Unknown ☐

Is this a request for a refill of loose fill rubber mulch? Yes ☐ No ☒

If you are requesting a refill what year did the original grant take place? _____

Product Manufacturer (Vendor you plan to use) Ecoturf Surfacing

Location of Project Taliaferro Park, 2900 W 79th St, Prairie Village, KS 66208

Does this project include ADA compliant features and surfaces or is it part of a system that does?

Yes ☐ No ☐

Please describe your proposed project. (What will the grant money be used to purchase? Loose -fill rubber mulch, pour-in-place surfacing, livestock mats, rubber tiles)

This grant money will be used to purchase a poured in place playground surface for the playground area at Taliaferro Park. A layer of compacted aggregate sub-base will be installed first. Once the sub-base is installed, a two layer poured in place surface will be installed.

This playground area is being re-equipped with inclusive play pieces and the new playground surface will allow for greater accessibility.

Describe your organizations education and outreach efforts related to waste reduction. Please include measurable data points and justification. (Example: Our organization has a monthly newsletter that informs students and faculty about waste reduction activities. The newsletter is sent to 300 people)

The City will place a page on our website about this grant and the use of the surface in addition to an article in our bi-monthly newsletter. The newsletter reaches all Prairie Village residents in the 11,000+ households and businesses via email or traditional mail.

Describe how this funding would directly benefit your organization and the people it serves.

The City is excited to implement additional inclusive items in our park system as they become available and surfacing is an important element to inclusivity. The cost of the play surfacing is often an obstacle to placing it and this grant program allows us to cover the area as we would like rather than what our budget can allow.

Budget Summary

Item	Matching Funds (Applicant) (50% of Total)	Grant Funds (KDHE) (50% of Total)	Total Cost of Project
Management/Design (match only)			0
Labor Salaries for Base Preparation or Installation (match only)	5116.36		5116.36
Volunteer Labor (match only)			0
Equipment Used for Install (match only)			0
Shipping/Freight	622	622	1244
Waste Tire Surfacing Product	7898.85	7898.85	15797.7
Other	4036.91	4036.91	8073.82
Supplies	8157.46	8157.45	16314.91
Other			0
Total for Each Column	25831.58	20715.21	46546.79
PERCENTAGE OF TOTAL	55.495942899607%	44.504057100392956 %	46546.79 %

55.5% 44.5% 100%

The "percentage of total" row doesn't calculate as intended.

(Matching Funds must be at least 50% of total project cost.)

Budget Justification – Provide a detailed description of the expenses to be charged to the grant and match funding. See the grant guide for details.

Management/Design:

Labor Salaries/Volunteer Labor:

Salaries for base preparation and installation: $5,116.36

Equipment Used for Install

Supplies Detail: (Items with a lifespan of less than one year or are depleted as they are used)

(Binder) Stockmeier Urethane 75 Pails (5 gallon): $8,911.54
(Color) 1-3MM Color EPDM Rubber Granules 57 bags (55lb bags): $4,803.37
(Base Preparation material) 65 tons of 1'' minus rock: $2,600.00

Other Details: (Items under $2,000 that don't fall under the category of "Supplies")

Contracted labor for poured in place installation-3 day project; 5 man crew: $8,073.82

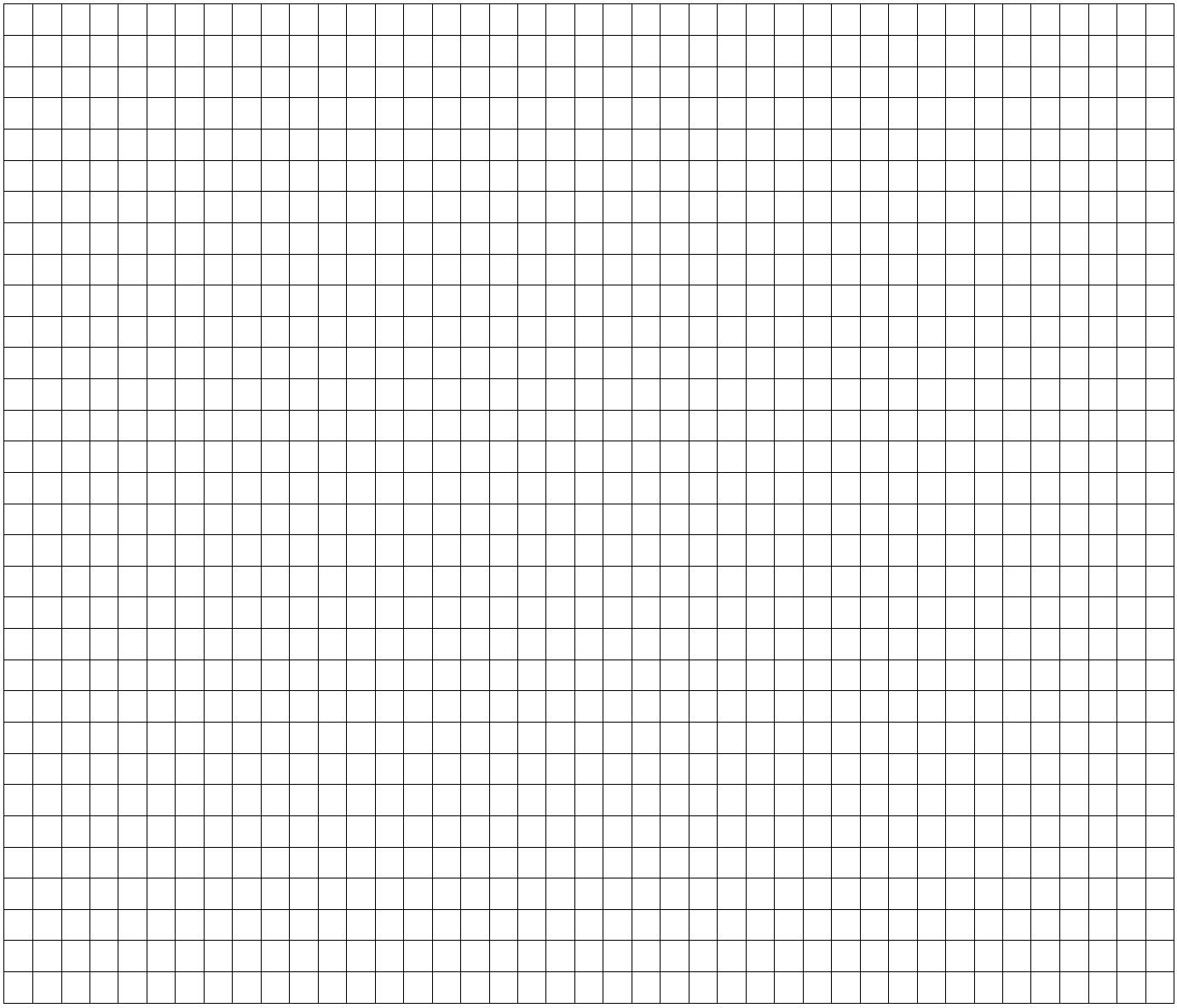
Project Diagram

Attach a Google Maps satellite view of the proposed project area **OR** use the diagram below to roughly map out the project location.

Please include “before” photos of the area where the project will be installed.

Include any relevant buildings, play equipment or existing hazards.

☐ = One foot NORTH ↑







Taliaferro Park play equipment will be replaced with inclusive play elements such as new inclusive swings, spinner and see-saw.

These elements will be placed in the open area (shown to the right) and surfacing (shown above in the cyan color) will allow for full and easy access.

Important Information – KDHE highly recommends that materials and installation of playground surfacing conform to the Consumer Product Safety Commission for Public Playground Safety – Publication 325. Please consult with your manufacturer to determine the best material depth for your project.

Wade Taylor

Name of Quality Office who will oversee and certify proper installation

President

Title of Quality Officer

Ecoturf Surfacing

Organization of Quality Officer

913-713-1573

Quality Officer Phone Number

The Quality Officer is a: (Check all that apply)

☐ Licensed Engineer

☐ Certified Playground Inspector

☒ Representative of the Manufacturer

☐ Trained Installer

Taylormade Co
7356 Holliday Drive
Kansas City, KS 66106

Tel: 913-713-1573
Fax: 913-548-0668

Estimate

Date	Estimate #
12/13/2023	23156 12-13

Name / Address	Ship To
Parks and Recreation 7700 Mission Rd Prairie Village, KS 66208	Taliaferro Park 3535 Somerset Dr. Prairie Village, KS 66208

Terms	Project
Net 15	23156

Description	Qty	Rate	Total
Area 1			
Installation of 4" compacted rock sub-base	2,292	2.33	5,340.36
Installation of Poured In Place Safety Surface 50/50 black & color mix for 6' and below fall height (2.5' depth)	573	12.25	7,019.25
Installation of Poured In Place Safety Surface 50/50 black & color mix for 8' and below fall height (3.5" depth)	1,719	14.22	24,444.18
Area 2 (Hillslide)			
Installation of 4" compacted aggregate sub-base		2,376.00	2,376.00
Installation of Poured In Place Safety Surface 50/50 black & color mix for 6' and below fall height (2.5" depth)		6,123.00	6,123.00
Estimated Shipping for Material		1,244.00	1,244.00
Does not include removal of existing surface or excavation/grading of area to be 6.5" below finish			
.			

E-mail	Web Site	Total
play@ecoturfsurfacing.com	www.ecoturfsurfacing.com	

Taylormade Co
7356 Holliday Drive
Kansas City, KS 66106

Tel: 913-713-1573
Fax: 913-548-0668

Estimate

Date	Estimate #
12/13/2023	23156 12-13

Name / Address	Ship To
Parks and Recreation 7700 Mission Rd Prairie Village, KS 66208	Taliaferro Park 3535 Somerset Dr. Prairie Village, KS 66208

Terms	Project
Net 15	23156

Description	Qty	Rate	Total
17,735lbs of Recycled Material ***100% of Recycled Material is from Kansas Scrap Tires*** KDHE Breakdown for Poured in Place Installation Labor Salaries for Base Preparation and Installation: $5,116.36 Contracted Labor for Poured in Place Installation: $8,073.82 (2,548sqft 3 day project; 5 man crew) Shipping: $1,244.00 Waste Tire-derived Product Pour-In-Place Rubber Surface: $15,797.70(6-16 Mesh Black SBR Rubber Buffings 292 Bags (50lb Bags) and 1-3 MM Black Rubber Granules 57 Bags (55lb bags)) Supplies (Binder) Stockmeier Urethane: 75 Pails (5 gallon): $8,911.54 (Color) 1-3 MM Color EPDM Rubber Granules: 57 Bags (55lb Bags) Cost: $4,803.37 (Material for Base Preparation) 65 tons of 1" Minus rock: $2,600.00			

E-mail	Web Site
play@ecoturfsurfacing.com	www.ecoturfsurfacing.com

Total $46,546.79

ECOTURF PLAYGROUND
SURFACING

7356 Holliday Drive
Kansas City, KS 66106
Phone: 913-713-1573

Estimate Contract

The estimate price for this project has been calculated based on the current prices for the materials. However, the market for the materials is considered to be volatile, and sudden price increases could occur.

Ecoturf Surfacing agrees to use our best efforts to obtain the lowest possible prices from available material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of the Contract for use in this project, the Customer will be notified of the cost increase.

Upon notification, the Customer will then have the option to pay the cost increase or cancel the project and contract.

All projects are dependent on weather and installation dates are tentative

A standard additional insured certificate will be supplied at no charge upon customer request. If the customer requests any changes to Ecoturf Surfacing's insurance the customer will be responsible for the cost of any and all changes.

Customer is to supply and install construction fence around site and have security to watch over the site once the project has begun, up until the surface is dry and ready to be used. Any and all costs to repair or replace damage to surface caused by a lack of security or fencing will be the responsibility of the customer.

Customer is responsible for placing rubber wear mats in high traffic areas, such as under swings and at the bottom of slides.

100% full payment is due in NET 15 days upon completion of project

All work completed under this contract remains the property of Ecoturf Surfacing until this contract is paid in full.

Please sign and submit this quote to have your project added to our job list. By signing you are stating that you agree to the scope, details, and terms for the above mentioned proposal.

Customer Signature Melissa Prenger, City Engineer PVPW Date: 01/03/2024

CERTIFICATION: The undersigned is an official authorized to represent the applicant.

The person **signing this document must have the authority to contractually bind the applicant or be the designated fiscal agent.** For local governments, this is generally the mayor or the chairperson of the county commission. For schools, this is generally the superintendent, or board president. Secure all necessary approvals from government bodies prior to signing this application.

I certify that all proposed activities will be carried out in a timely manner; that all grant money received will be utilized solely for the purposes for which it is intended; that records documenting the project implementation will be maintained and submitted when requested.

Melissa Prenger	City Engineer
Print Name of Authorized Representative	Title
	1/3/2024
Signature of Authorized Representative	Date

The Kansas Department of Health and Environment does not discriminate on the basis of race, color, national origin, Limited English Proficiency, disability, age, or sex in administration of its programs or activities. KDHE does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in programs or actions or opposed programs or activities. If you would like to learn more or believe that you have been discriminated against with respect to a KDHE program or activity, you may visit www.kdhe.ks.gov/1874 Policy or call 785-296-5156 to learn how and where to file a complaint of discrimination.

Application Packet Checklist

Initials:

X_____ Completed application with all fields filled out

X_____ Signed by an authorized representative

X_____ A detailed budget

X_____ A detailed public education and outreach plan

X_____ Project diagram attachment or drawing

X_____ Before photos of the area the product will be installed

X_____ A quote on Vendor Letterhead for every item to be purchased (not a brochure)

Thank you for applying for a Waste Tire Grant!

Kansas
Department of Health and Environment

PUBLIC WORKS DEPARTMENT

Council Meeting: April 15, 2024

COU2024-33 CONSIDER APPROVAL OF TALIAFERRO PARK INCLUSIVE ELEMENTS PLAYSET PACKAGE (BG450004)

RECOMMENDATION
Move to approve the quote and authorize Mayor to sign the purchase order for Taliaferro Park Inclusive Elements Playset package with Playscape Recreation in the amount of $129,255.27.

BACKGROUND
The Taliaferro Park Inclusive Elements playset package includes new individual inclusive playset elements and play surface. This project is part of the CIP package recommended to the Governing Body by the Parks and Recreation Committee and approved as part of the 2023 CIP projects.

The main playset was replaced approximately 7 years ago, however the individual elements such as the swings were left in place. The Parks and Recreation Committee identified Taliaferro Park as a park that needed new play elements. The play elements are being replaced with similar items that are also inclusive in nature. The project will also add pour in place surfacing from sidewalk to sidewalk to provide improved accessibility for all mobility types.

This project is complemented by funding from the Waste Tire Grant for the pour in place surfacing.

Two vendors submitted quotes for new swings, new village for 2-5, new see-saw, and a new spinner. Athco's quote was $288,503 before the Greenbush discount. Playscape Recreation's quote is $139,604.27 before the Greenbush discount. Playscape Recreation's quote after the application of the Greenbush discount is $129,255.27.

Greenbush is a cooperative purchasing program for schools, non-profits and municipalities to find vendors/pricing that are competitive. It is similar to the cooperative purchasing process that is offered through MARC for other items such as vehicles.

Renderings of the play equipment to be installed are attached.

FUNDING SOURCES

The funding is available in the CIP project BG450004 for purchase order "Greenbush 20.6 ESC-PLAYGROUNDREC-2024 (CATEGORY: Playground)"

ATTACHMENTS
1. Vendor Proposal
2. Renderings

PREPARED BY
Melissa Prenger, City Engineer — April 10, 2024

ATTACHMENT 2 – RENDERINGS OF TALIAFERRO INCLUSIVE PLAY ELEMENTS



UPRIGHT BROWN ACCENT BEIGE DECK BROWN PLASTIC SPRING GREEN HDPE N/A HDPE2C GREEN & WHITE SHADE N/A ROOF N/A CABLE N/A MAX/APEX N/A

TALIAFERRO PARK
PRAIRIE VILLAGE, KANSAS
801-129736F

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.

playscapes Constructing Play Environments for your Community

play&park structures A PLAYCORE Company

544 CHESTNUT ST.
CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM



UPRIGHT BROWN ACCENT BEIGE DECK BROWN PLASTIC SPRING GREEN HDPE N/A HDPE2C GREEN & WHITE SHADE N/A ROOF N/A CABLE N/A MAX/APEX N/A

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CITY OF PRAIRIE VILLAGE, KANSAS

PURCHASE ORDER

Greenbush 20.6 ESC-PLAYGROUNDREC-2024 (CATEGORY: Playground)

TERMS AND CONDITIONS

PlayScapes Recreation LLC Proposal re: Taliaferro Park dated 04 01 2024

City of Prairie Village, Kansas ("Citv") hereby issues this purchase orda (this "Order") to PlayScepes Recreation LLC, 101 South Platt, Yates Center, Kansas 66783 (the "Seller") accepting Proposal dated April 1, 2024 re:Taliaferro Park, a copy of which is attached to this Order, for products (the "Products") and/or services ("Services') to City. These terms and conditions are in integral part of thc Order and may not be varied without City prior written consent.

1. TRANSPORTATION. Unless otherwise stipulated on the face of this Order or as modified by letter from City, goods covered by this Order shall be shipped "FOB destination". Risk of loss and title to said goods to pass to City only upon delivery to City's specified end destination. Delivery in advance of the specified City's shipping date, however, will *not* cause passage of title, transfer of risk of loss and/or establish FOB point. Transportation charges on goods delivered FOB destination must be prepaid. No charges for unauthorized transportation will be allowed. Any unauthorized shipment, which will rent in excess transportation charges, must be fully prepaid by the Seller. Unauthorized transportation charges not prepaid will be offset by City.

2. TERMS AND CONDITIONS. No terms and conditions other than the terms and conditions set forth in this Order, including any terms and conditions in any document attached to or incorporated by reference, shall be binding upon City unless accepted by it in writing signed by the City's Purchasing Agent or Supply Chain Manager. Notwithstanding any other provision of this Order, City reserves expressly the right to revoke this Order at any time prior to receipt of notice of acceptance by Seller. Acceptance is limited to the terms stated herein. All terms and conditions contained in any prior proposal or acknowledgment of this Order which are different from or in addition to the terms and conditions of this Order are hereby rejected and shall not be binding on City, whether or not they would materially alter this Order, and City hereby objects thereto. Seller will be deemed to have assented to all terns and conditions contained hcrein if any part of the goo& and/or service covered by this Order is shipped or an invoice is presented in connection with the said Products and Services.

3. INSPECTION¡ ACCEPTANCE. All Products and Services shall be received subject to City's right of inspection and rejection, and any payment by City for such Products and Services does not consitute acceptance. If any of the Products and Services furnished hereunder are found at any time to be defective in material or workmanship or otherwise not in conformity with the requirements of this Order, City, in addition to any other rights which it may have under all applicable warranties or otherwise, may at its option correct or have corrected the nonconformity at Seller's cxpense, or reiect and return such goods and/or discontinue such services ct Seller's expense. Such Products and Services shall not be replaced or continued without written authorization from City. *City* may accept, without prejudice, a portion of any shipment, and, at its option, havc Seller repair or replace any non-conforming portion of the shipment, at Seller's expense. Items rejected shall be removed promptly by the Seller at its expense and at its risk. Final acceptance shall not be conclusive with respect to latent defects, fraud or such gross mistakes as amount to fraud or with respect to the City's rights under the "Warranty" clause.

4. TERMS. The Order price shall not be increased nor the terns hereof changed without thc City's written consent. The Seller warrants that the prices of the items covered by this Order are not in excess of the Seller's lowest lawful prices in effect on the date of this Order for comparable quantities of similar items. If cash discounts for early payment ate offered by Scller, the period of time agreed upon as constituting "early paymcnt" shall begin with thc later of the invoice date or receipt of merchandise. "Net invoices" will be paid on the last day of the following month. Unless freight or other charges are itemized, the discount will be taken on the full amount of the invoice.

5. DELIVERV SCHEDULE. Time is of the essence in the fulfillment of this Order. This Order is subject to cancellation if not shipped at the specified time. The City swerves the right to refuse deliveries made in advance of the delivery schedule. Merchandise shipped after thc time specified may be returned at the Seller's expense for full credit. Retention of all or any part of such merchandise shall not be considered acceptance of same. Acceptance of such merchandise shall not be deemed a waiver of the City's right to hold the Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the delivery schedule. City shall be reimbursed in full for all merchandise returned. In addition thereto, City shall have the privilege, if shipment is not made on time, to purchase similar merchandise in the open market in such quantities as they may find necessary not exceeding the amount called for in this Order and hold Seller responsible for the difference, if any, between the price so paid and the Order price.

6. TERMINATION BY CITY. City shall have the right for and at its convenience to terminate this Order in whole or in part at any time, and from time to time, by written or telegraphic notice effective upon receipt by Seller, even though Seller is not in breach of any obligation hereunder. Upon receipt of notice of termination, Seller shall immediately discontinue performance and shaII comply with City's instructions concerning disposition of completed and partially completed items, work in progress and materials acquired pursuant to this Order. In the event of such termination, Seller shall be paid an amount in settlement to be mutually agreed upon by the parties which shall cover Seller's reasonable costs of performance incurred prior to termination in connection with the items for which this Order is terminated plus a reasonable profit based upon such costs. However, said payment shall not exceed the price specified herein for such items. In no event shall the Seller be entitled to recover incidental, consequential, punitive or special damages. Seller shall advise the City. in writing, of Seller's claim, if any, for termination costs within ten (10) days after receipt of the notice of termination.

7. ENTIRE AGREEMENT. This Order constitutes the entire agreement between the parties and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in the Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized officer of the City. Each delivery shall be deemed to be only upon the terms and conditions contained in this Order, which shall supersede all inconsistent provisions included in Seller's proposal and in any subsequent acknowledgment by Seller, notwithstanding the City's act of acceptin8 or paying for any delivery or similar act of the City.

8. SHIPMENT. All material shall be properly packed for shipment. The Seller shall comply with the City's standard routing and shipping instructions issued by the City. If such instructions are not attached hereto or have not been previously received, instructions must be requested from the City immediately. No additional charge will be allowed for pecking, crating, freight, express or cartage unless specified on the face of the Order. Any loss or damage, whenever occurring, which results from Seller's improper packaging or crating shall be borne by Seller. All items shall be properly identified with City's Order number releasing shipments against this Order and the Order item number or other identification number shown.

9. TAXES. Unless otherwise stated, the prices on the cover page of this order do not include any sales, use, excise, or similar taxes, duties, tariffs or import charges that may be applicable to the goods, materials, work or services furnished hereunder. All such taxes and charger shall br shown separately on Seller's invoice.

10. INSURANCE. Seller hereby certifies that insurance policies (from a reputable insurance company acceptable to the City) providing coverages and limits in accordance with good industry practices will be maintained in full force during the term of this Order.

i1. WARRANTIES. City shall receive the benefits of any warranty made by the manufacturer of the Products. In addition, Seller warrants that it has title to the Products thee and clear of any liens, claims, or other encumbrances, and that the Products and Services are of good and merchantable quality, in conformity with industry standards, fit and safe for their intended purpose, and free from defects of any kind. Seller further warrants that the Products and Services conform strictly to (i) the terms of the Purchase Order, (ii) any

specifications or drawings provided by City and/or any samples provided by Seller and (iii) Seller's published functional specifications for the Products. Seller further warrants that, except to the extent based on designs provided by City, the design, construction, sale, and use of the Products does not and will not infringe on any U.S. patent, trademark, service mark, trade secret or other proprietary rights of any other person. If any Products or Services are found not to conform to any of these warrants within twelve (12) months after delivery of such Products or completion of performance of such Services, or if any Products dv not function properly during that time period for any reason other than as a result of City's misuse of such Products, then, at City's option and Seller's sole *cost* and expense, Seller shall promptly either repair or correct such nonconforming Products or Services or replace nonconforming Products with conforming Products. City also shall be entitled to pursue any other remedies available to it at law or in equity.

12. INDEMNIFICATION. Seller shall defend, indemnify and hold harmless City, its officials, officers, employees and agents (collectively the "Indemnitees") from and against all expenses, claims, demands, liabilities or money judgments including but not limited to reasonable attorney fees incurred by an Indemnitee arising from or related to (i) any breach of this Order or any covenant or warranty contained herein by Seller; (iii) any defect in goods or services; or (iv) the negligence or fault of Seller, its employees or authorized representatives. City shall promptly notify Seller of any proceeding, claim or threat filed against any Indemnitee rind shall have the right, but not the obligation, to participate in the defense, including the right of retention of counsel and disposition of the matter. of any lawsuit or other action for which Seller is obligated to defend and indemnify City under this Order. Notwithstanding anything to the contrary in this Order, Seller shall have no duty of indemnification under this Order to the extent that said expenses, claims, demands, liabilities or money judgments are caused by the negligence, fault, or non-compliance with this Order on the part of the City. This Section shall survive any termination of this Order.

13. CHOICE OF LAW; VENUE. This Order and the purchase and sale of the Products and Services described herein shall be governed by and construed in accordance with the laws of the State of Kansas. The act of contracting for the purchase of the goods and services, and the payment for same, shall be deemed to hove occurred in Johnson County, Kansas. Venue for any dispute arising from or related to this purchase order and the purchase of the Products and Services described herein shall be in the District Court in Johnson County, Kansas.

City of Prairie Village, Kansas	Playscapes Recreation LLC
By:	By:
Eric Mikkelson	Katherine Shepard
Mayor	Owner
Date:	Date:

Playscape Recreation
101 S Pratt | PO Box 146
Yates Center, KS 66783
(620) 625-3800
kate@playscaperecreation.com
www.playscaperecreation.com

Quote

ADDRESS
Melissa Prenger
City of Prairie Village
3535 Somerset Dr.
Prairie Village, KS 66208

SHIP TO
James Carney
City of Prairie Village
3535 Somerset Dr.
Prairie Village, KS 66208

QUOTE # QUO-02661
DATE 04/01/2024

ACTIVITY	QTY	RATE	AMOUNT
RDU Quote/Drawing 801-129736F PPS Does not include Superior added those line items below	1	87,400.27	87,400.27
Greenbush 20.6 ESC-PLAYGROUNDREC-2022 (CATEGORY: Playground)	1	-10,349.00	-10,349.00
UPLAY-038 Countryside Cottage-includes shipping/install	1	9,462.00	9,462.00
UPLAY-040 Schoolhouse Retreat Includes shipping/install	1	9,677.00	9,677.00
Installation	1	20,000.00	20,000.00
Demolition remove & disposal of helicopter, log roll, merry go round, plastic dolphin and swings. Actual tonnage fees not included and will be actual cost or containers can be ordered through the city and will will load.	1	6,000.00	6,000.00
EWFY Ipema Engineered Wood Fiber Price Per Yard-Estimate on higher side. Existing area we excavate will be used as top off in older areas of the playground and we will work to contour in around trees/sand existing benches	157	45.00	7,065.00

FREIGHT & SURCHARGE-DUE TO THE VOLATILE NATURE

SUBTOTAL 129,255.27

We Thank-you for helping us construct play in your communities!

OF THE TRANSPORTATION INDUSTRY & SUPPLY CHAIN AT THIS TIME THESE ITEMS MUST BE RE-QUOTED AT THE TIME OF SHIPMENT. Installation: A certified manufacturer approved Installer is recommended for equipment install. Customer responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed material or conditions that may result in additional labor & material costs. Exclusions: unless specifically included, this quotation excludes all permits, site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

TAX	0.00
TOTAL	$129,255.27

Accepted By

Accepted Date

Taliaferro Park
3535 Somerset Dr.
Prairie Village, KS 66208

Playscape Recreation

This play equipment is recommended for children ages:
2-5 & 5-12

Minimum Area Required:
Per Site

Scale: 1/8" = 1'-0"
This drawing can be scaled only when in an 24" x 36" format

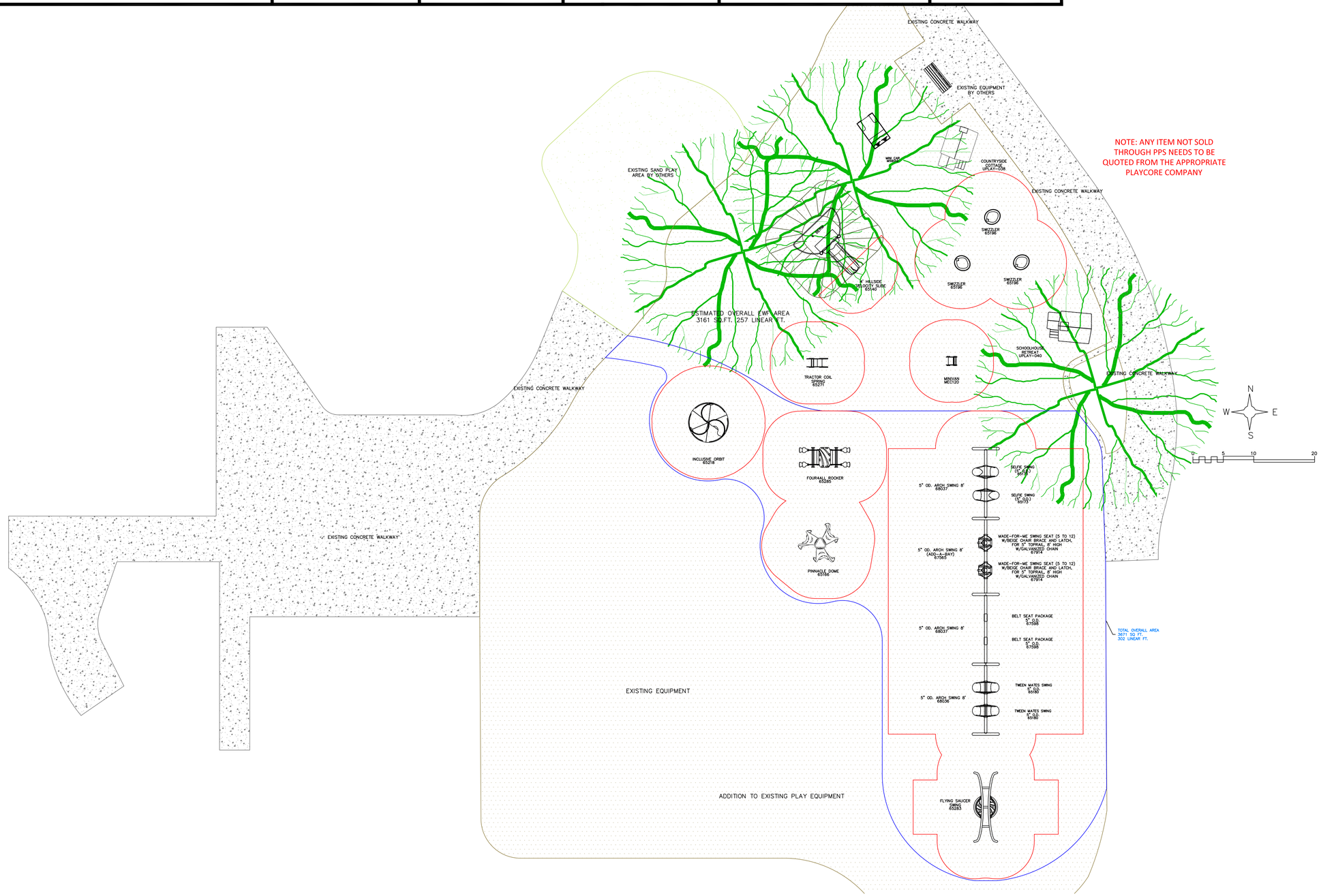
Drawn By:
Kimber Scroggins
Date:
5/16/2023
Quote Number:
801-129736F

play&park structures
A PLAYCORE Company
544 Chestnut Street
Chattanooga, TN 37402
800-727-1907 / www.playandpark.com

User Capacity
55-65
Critical Fall Height
8'-0"

ISO 9001 CERTIFIED

SUPERmax PLAY SYSTEMS
BigToys
ultraPLAY
A PLAYCORE Company



NOTE: ANY ITEM NOT SOLD THROUGH PPS NEEDS TO BE QUOTED FROM THE APPROPRIATE PLAYCORE COMPANY

IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

PUBLIC WORKS DEPARTMENT

Council Meeting Date: April 15, 2024

COU2024-34 CONSIDER CONSTRUCTION CONTRACT WITH INFRASTRUCTURE SOLUTIONS, LLC FOR THE STORM DRAINAGE REPAIR PROGRAM

RECOMMENDATION
Move to authorize the Mayor to sign the construction contract with Infrastructure Solutions LLC in the amount of $44,815.00 along with change order authority up to $20,000 for the replacement of a storm drainage structure as part of the Storm Drainage Repair Program.

BACKGROUND
A failed stormwater structure in the rear yard of 4800 West 66th Terrace necessitates an emergency repair contract. The deteriorated brick structure failed and has caused a hole around the structure that needs immediate replacement. Site access is limited, and the work will require substantial residential landscape restoration including hardscape and fence.

Three bids were requested from contractors that have recently performed storm sewer replacements for the City. Two contractors returned bids. The low bid was from Infrastructure Solutions, LLC.

Bids received:

Pfefferkorn Engineering and Environmental, LLC	$56,500.00
Infrastructure Solutions, LLC	$44,815.00

Staff has reviewed the bids and has recommended awarding the project to Infrastructure Solutions, LLC. Infrastructure Solutions, LLC successfully completed work during the Drain22X program and has previously completed emergency repairs for the City.

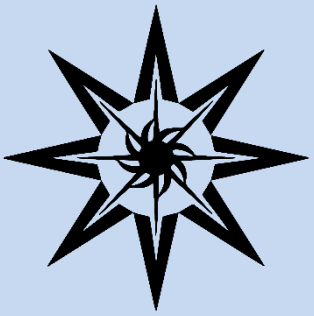
The contract will be awarded for $44,815.00. Change order authorization up to $20,000 additional dollars from the unallocated drainage account is part of this approval and will allow for quick approval of possible changes required to complete the project. The Public Works Director will authorize all necessary change orders.

FUNDING SOURCE
Funds are available in the CIP under the Drainage Repair Program in Drain24x.

ATTACHMENTS
Construction Agreement with Infrastructure Solutions, LLC

PREPARED BY
Cliff Speegle, Project Manager April 9, 2024

CONSTRUCTION AGREEMENT



DRAIN24X
2024 DRAINAGE REPAIR PROGRAM
66th TERRACE REPAIRS

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

INFRASTRUCTURE SOLUTIONS, LLC

CONSTRUCTION CONTRACT
FOR
DRAIN24X 2024 DRAINAGE REPAIR PROGRAM

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
INFRASTRUCTURE SOLUTIONS, LLC

THIS AGREEMENT, is made and entered into this ____ day of _____, 20___, by and between the City of Prairie Village, Kansas, hereinafter termed the "**City**", and Infrastructure Solutions, LLC, hereinafter termed in this agreement, "**Contractor**", for the construction and completion of Project 2024 DRAINAGE REPAIR PROGRAM , (the "**Project**") designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Whenever any word or expression defined herein, or pronoun used instead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning commonly given. Work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such, recognized standards.

1.3 Whenever in these Contract Documents the words “as ordered,” “as directed”, “as required”, “as permitted”, “as allowed”, or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the Project Manager is intended.

1.4 Whenever any statement is made in the Contract Documents containing the expression “it is understood and agreed”, or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.

1.5 The words “approved”, “reasonable”, “suitable”, “acceptable”, “properly”, “satisfactorily”, or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Project Manager.

1.6 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and, third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.

3.2 All time limits stated in the Contract Documents are of the essence of the Contract.

3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified

act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

3.5 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission, which the Contractor may discover, or should have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.

3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.

3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.

3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.

3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Project Manager before proceeding with the construction affected by such omissions or discrepancies.

3.11 It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.

3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the Work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of Work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.

3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only

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

3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.

3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of **Forty Four Thousand Eight Hundred and Fifteen DOLLARS ($44,815.00)** for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

5.1 The Contractor shall provide and maintain, continually on the site of Work during its progress, an adequate and competent superintendent of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized superintendent or other representative. This representative shall be designated in writing at the preconstruction meeting.

5.2 The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of the obligation to have a competent superintendent on the Work at all times.

5.3 The City shall have the right to approve the person who will be the Superintendent based on skill, knowledge, experience and work performance. The City shall also have the right to request replacement of any superintendent.

5.4 The duly authorized representative shall be official liaison between the City and the Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and Work status inquiries. Upon Work commencement, the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.

5.5 The Contractor will be required to contact the Project Manager daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Project Manager's representative is able to monitor properly the Work.

6. PROJECT MANAGER

6.1 It is mutually agreed by and between the parties to this Agreement that the Project Manager shall act as the representative of the City and shall observe and inspect, as required, the Work included herein.

6.2 In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Agreement that the Project Manager shall, in good faith and to the best of its ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that the Project Manager shall determine, where applicable, questions in relation to said Work and the construction thereof; that Project Manager shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Project Manager's decisions and findings shall be the conditions precedent to the rights of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Project Manager render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Project Manager and with the other party, within thirty (30) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question to determination in the future.

6.3 The Project Manager, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in this Contract. The Project Manager shall be the City's representative from the effective date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Contract. The City and Project Manager may, from time to time, designate Inspectors to perform such functions.

6.4 The City and the Contractor shall communicate with each other in the first instance through the Project Manager.

6.5 The Project Manager shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Project Manager shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities

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

6.7 The Project Manager may refuse to recommend the whole or any part of any payment if, in Project Manager's opinion, it would be incorrect to make such representations to City. Project Manager may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Project Manager's opinion to protect the City from loss because:

- The Work is defective, or completed Work has been damaged requiring correction or replacement,
- The Contract Price has been reduced by Written Amendment or Change Order,
- The City has been required to correct Defective Work or complete Work in accordance with the Project Manual.

6.8 The City may refuse to make payment of the full amount recommended by the Project Manager because claims have been made against City on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice (with a copy to Project Manager) stating the reasons for such action.

6.9 The Project Manager will have the authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

6.10 The Project Manager will review, or take other appropriate action as necessary, concerning the Contractor's submittals, including Shop Drawings, Product Data and Samples. Such review, or other action, shall be for the sole purpose of determining general conformance with the design concept and information given through the Project Manual.

6.11 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

6.12 The Project Manager, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Project Manager will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.

6.13 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

6.14 The Project Manager will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.

6.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.

6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.

6.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.

6.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.

6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

7. WORK SCHEDULE:

7.1 The Work is comprised of one large project (sometimes referred to as "**Total Project Work**") and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as "**Project Segments**." A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.

7.2 At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a schedule ("**Work Schedule**") setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.

7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action.

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

7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.

7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.

7.6 If at any time, in the opinion of the Project Manager or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.

7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.

7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima Facia Violation of City Municipal Code 11-202.

7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.

7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.

7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Project Manager. The Contractor shall communicate immediately any changes in the Work Schedule to the Project Manager for approval by the City.

8. DELAYS AND EXTENSIONS OF TIME

8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.

8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would

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

9. ADVERSE WEATHER:

9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.

9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.

9.3 "**Adverse Weather**" is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday.

9.4 "**Unusually Severe Weather**" is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.

9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:

- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
- The Unusually Severe Weather actually caused a delay to the completion of the Work.
- The delay must be beyond the control and without fault or negligence by the Contractor.

9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor's Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

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

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

9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.

9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be

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

9.9 If the number of actual Adverse Weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.

9.10 The determination that Unusually Severe Weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the Unusually Severe Weather delayed work activities on the critical path of the Work Schedule.

9.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual Adverse Weather delays in a given month is less than the number of days anticipated as indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.

9.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the date of Substantial Completion shall not be changed because of unusually favorable weather.

9.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.

9.14 The Contractor shall summarize and report all actual Adverse Weather delay days for each month to the Project Manager by the tenth (10th) day of the following month. A narrative indicating the impact of Adverse Weather conditions on the Work Schedule shall be included.

9.15 Any claim for extension of time due to Unusually Severe Weather shall be submitted to the Project Manager within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures described above.

9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)

9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

10. LIQUIDATED DAMAGES

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

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

11. PAYMENT PROCEDURE

11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.

11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.

11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.

11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.

11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the

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

11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.

11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- Defective Work not remedied by the Contractor;
- Claims of third parties against the City or the City's property;
- Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- Evidence that the Work will not be completed in the time required for substantial or final completion;
- Persistent failure to carry out the Work in accordance with the Contract;
- Damage to the City or a third party to whom the City is, or may be, liable;
- Evidence that the Work is not progressing according to agreed upon schedule by both parties.

11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.

11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

12. COMPLETION AND FINAL PAYMENT

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

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

12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.

12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

13. CLAIMS BY THE CONTRACTOR

13.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.

13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give

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

13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).

13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.

13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.

13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.

13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control including delays resulting from the COVID-19 pandemic or any similar event, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.

13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense,

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

13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers, normal weather conditions, the COVID-19 pandemic or any similar event, or otherwise provided, however, such hindrances and delays could be anticipated by Contractor at the time of execution. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.

13.12 Notwithstanding the foregoing or anything in the Contract to the contrary, Contractor acknowledges and agrees that the work, and the performance thereof, may be subject to current and future governmental orders or directives regarding safety protocols related COVID-19 or similar event, and Contractor agrees that all Work shall be performed in accordance with the same, including but not limited to directives regarding social distancing, hygiene and other efforts to slow the spread of COVID-19 or similar event. Failure of Contractor to comply with such order or directive shall be deemed an event of default under this Contract, and City shall not be responsible for any increase in the Contract Sum or the Contract Time related to City's enforcement of such orders or directives, or Contractor's failure to comply with such orders or directives. If Work on the Critical Path is delayed due to COVID-19 or similar event reasons outside the control of the contractor, an equitable adjustment in the Contract Sum and/or the Contract Time shall be made to the Contract as the City may reasonably decide.

13.13 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas.

14. CHANGES IN THE WORK

14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.

14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order,

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

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

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

15. INSURANCE AND BONDS.

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

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

15.3 Minimum Requirements Commercial General Liability Policy Limits –

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

Policy MUST include the following conditions:

A. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)

B. NAME CITY OF PRAIRIE VILLAGE AS “ADDITIONAL INSURED”

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

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

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

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

Limits –

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

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

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

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

Is authorized to do business in the State of Kansas;

Carries a Best's policy holder rating of A- or better; and

Carries at least a Class VIII financial rating, **or**

Is a company mutually agreed upon by the City and Contractor.

15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:

A. Cover all subcontractor's in its insurance policies, or

B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.

15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.

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

15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.

15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

16. INDEMNITY

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

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

16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.

16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.

16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

17. SUCCESSORS AND ASSIGNS

17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.

17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.

17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.

17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.

17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.

17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

18. NON-DISCRIMINATION LAWS

18.1 The Contractor agrees that:

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

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

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

D. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it

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

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

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

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

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

19. FEDERAL LOBBYING ACTIVITIES

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

19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.

19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.

19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

20. RELATIONS WITH OTHER CONTRACTORS:

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

20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.

20.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.

20.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.

20.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

21. RIGHT OF CITY TO TERMINATE

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

21.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs other than direct costs of demobilization.

22. MISCELLANEOUS:

22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.

22.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.

22.3 Provision for Emergencies. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the City may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency Work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

22.4 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.

22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages,

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

22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.

22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.

22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.

22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.

22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.

22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.

22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act

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

22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

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

CITY OF PRAIRIE VILLAGE	Infrastructure Solutions LLC (typed company name)
By: _____ (signed)	By: _____ (signed)
Eric Mikkelson (typed name)	_____ (typed name)
Mayor (typed title)	_____ (typed title)
City of Prairie Village (typed company name)	_____ (typed company name)
7700 Mission Road (typed address)	_____ (typed address)
Prairie Village, Kansas 66208 (typed city, state, zip)	_____ (typed city, state, zip)
_____ (typed telephone number)	_____ (typed telephone number)
_____ (date of execution)	_____ (date of execution)

SEAL

ATTEST:	APPROVED BY:
_____ City Clerk, Adam Geffert	_____ City Attorney, Alex Aggen

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

ADMINISTRATION DEPARTMENT

Council Meeting Date: April 15, 2024

2025 Decision Packages

Attached please find the 2025 Preliminary Decision Packages. These items will be discussed in detail at the May 14, 2024, Finance Committee meeting.

The Preliminary Decision Package list for the 2025 Budget includes:

Mayor/Council Submitted Items:

- Hygiene product initiative as proposed by Youth Council
- Increased streets funding in CIP
- Mill levy reduction
- Amend staff compensation program philosophy
- 0% increase for department budgets (not including PD)
- Reexamine climate action plan
- Reduce contract expenditures: legal, city planner fees
- Amend tax rebate program to allow more families to qualify

Staff Submitted Items:

- None for 2025

ATTACHMENTS: 2025 Preliminary Decision Packages

Prepared by:
Jason Hannaman
Finance Director
Date: April 10, 2024

2025 Decision Package Requests

Decision Package Title	Requester	Funding Source	Requested Amount	Description
Mayor/Council Submitted Items				
Hygiene product initiative as proposed by Youth Council	Mayor/Gallagher/ Selders	TBD	$ 12,000	Requested amount to install feminine personal hygiene stations in city public restrooms and park restrooms. The Prairie Village Foundation approved a donation of $5,000 for parks installations and initial product cost. Ongoing cost to stock the units TBD.
Increased streets CIP funding	Gallagher	General Fund	$ 300,000	Additional funding of the roads Capital improvement budget to improve additional city infrastructure beyond the base budget.
Mill Levy Reduction of one mill	Sharp	General Fund	$ (632,000)	Reduce the mill levy by 1 mill
Amend staff compensation program philosophy	Sharp	General Fund	TBD	Adjust compensation plan to incorporate these guidelines: 1. Decrease the rate of increase in non-PD Regular Wages so that Regular Wages are increased from 2024 into 2025 at no more than inflation based on PCE index, plus ten percent of that PCE. 2. Police regular wages may need to increase at rate more than non-PD to focus on our number, quality, and safety of our police officers. But not admin wages (aka non PD)
0% increase for department budgets	Sharp	General Fund	$ -	Keep department budgets (except police) the same and let department heads make the choices for how things are being spent
Reexamine climate action plan	Sharp	General Fund	TBD	Reexamine climate action plans for building construction as this is a financial burden to the residents with little to no gain. (Cost TBD)
Reduce contract expenditures: legal, city planner fees	Sharp	General Fund	TBD	Reduce contract expenditures: legal, city planner fees (amount TBD)
Family tax rebate program	Shelton	General/TBD	$ 25,000	Amend and increase funding for Tax Rebate Program to allow for more families to qualify and be prioritized in the order of funding.
Staff Submitted Items				
None submitted for 2025				
		Total	$ (295,000.0)	
As of 4/10/24				

ADMINISTRATION DEPARTMENT

Council Meeting Date: April 15, 2024

2024 Estimated Revenue and 2025 Preliminary General Fund Revenue Assumptions

Attached please find the 2025 Preliminary General Fund Revenue Assumptions presentation.

Most revenues have rebounded in the wake of COVID-19, including recreation fees and special alcohol funding, although some (such as fines and fees) have not. Sales and use tax collections, which grew rapidly in 2021-2022, appear to have leveled off. Franchise fees appear to be softening as cable television subscriptions dwindle and we do not yet have a full picture of the impact of collecting franchise fees on streaming and data services. Other bills being discussed at the state level could impact future collections of property tax as well.

While in the last few years we budgeted conservatively on use tax as it was unknown if online shopping would remain at pandemic-era levels, it now appears that it is here to stay. Inflation has impacted both sales and use tax, resulting in growth. Due to these factors, at this point in time projections look positive for 2025 revenue assumptions.

However, rising costs and inflation also affect City expenditures. The effects of construction cost increases, labor shortages, health care inflation, and vehicle and equipment supply chain challenges will lead to increased expenditures for 2025.

The Preliminary General Fund Revenue Assumptions for the 2025 Budget include:

- A projected 4.6% increase in overall General Fund revenue ($1.3M) over the 2024 budget, and a 3.7% growth over 2023 actuals, assuming the mill levy is held flat.
- The Johnson County Appraiser's office projects a total assessed value increase of 5.2% for 2024. If the mill levy were held flat at 18.325, this would result in a projected 5% increase in 2025 property tax revenue over the 2024 budget.

The change from the 2024 budgeted revenues to the 2025 budget is summarized below and will be discussed more in the presentation:

Category	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Property Taxes	9,138,008	9,532,181	11,026,962	11,020,000	11,575,099
Sales Taxes	6,746,703	6,872,250	6,430,000	6,615,000	6,630,000
Use Tax	2,795,524	2,854,934	2,510,000	2,640,000	2,765,000
Franchise Fees	2,034,826	1,993,683	1,795,500	1,917,250	1,897,250
Charges for Services	1,811,122	2,061,196	2,219,434	2,222,700	2,214,887
Other	4,091,620	4,775,682	3,868,752	4,106,020	4,042,106
Total	**$ 26,617,803**	**$ 28,089,926**	**$ 27,850,648**	**$ 28,520,970**	**$ 29,124,342**

As a reminder, the 2025 numbers are preliminary. As we continue to monitor revenues, projections may change.

ATTACHMENTS: Preliminary General Fund Revenue Assumptions presentation

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Prepared by:
Jason Hannaman
Finance Director
Date: April 9, 2024



City of Prairie Village
2024 Estimated Revenue and 2025 Revenue Forecast

- April 15, 2024

Significant Budget Considerations

- **Post-COVID economic environment and the American Rescue Plan**
  - Many revenue sources have recovered to, or past, pre-COVID levels. Sales and use tax collections grew rapidly in 2021-2022 but have leveled off. Inflationary pressures on durable goods and contract services remain.
  - We have approximately $1.5M of remaining American Rescue Plan funds, which is anticipated to be used for planning the Municipal Complex project
- **Property Taxes**
  - Represents approximately 40% of total General Fund revenues
  - Projections for 2025 budget are based on the 2024 mill levy rate of 18.325, which was held flat from the year prior.
  - Valuation detail for properties in the Meadowbrook TIF area are not yet available, but appear to make up a small but noticeable part of the overall increase in assessed valuation. Reminder- the City does not receive those funds, they go to pay off special obligation bonds.
- **Franchise Fees**
  - Expected to be flat due to ongoing trends, particularly in cable and telephone services

Significant Budget Considerations

- **Sales and Use Tax**
  - Slight decrease is projected in 2024, with limited growth for 2025. These collections slowed significantly during the second half of 2023 after growing rapidly in 2021-2022. Budgeting using a three-year weighted average to be conservative
  - Reliance on “top ten” businesses that make up approximately half of sales tax revenue
  - Does not appear at this time that state discussions of removal of local food taxes will pass
- **Motor Vehicle and Gas**
  - Used 2024 budget numbers (2025 estimates are not available yet)
- **Charges for Services**
  - Mostly made up of Mission Hills PD contract, so increased revenue is offset by increased cost.
- **Cost pressures continuing**
  - Construction cost inflation continues to be elevated, with labor in short supply. We have had to re-scope bids in the last year in order to get more bidders
  - Delivery timelines for heavy equipment are long and price increases are high

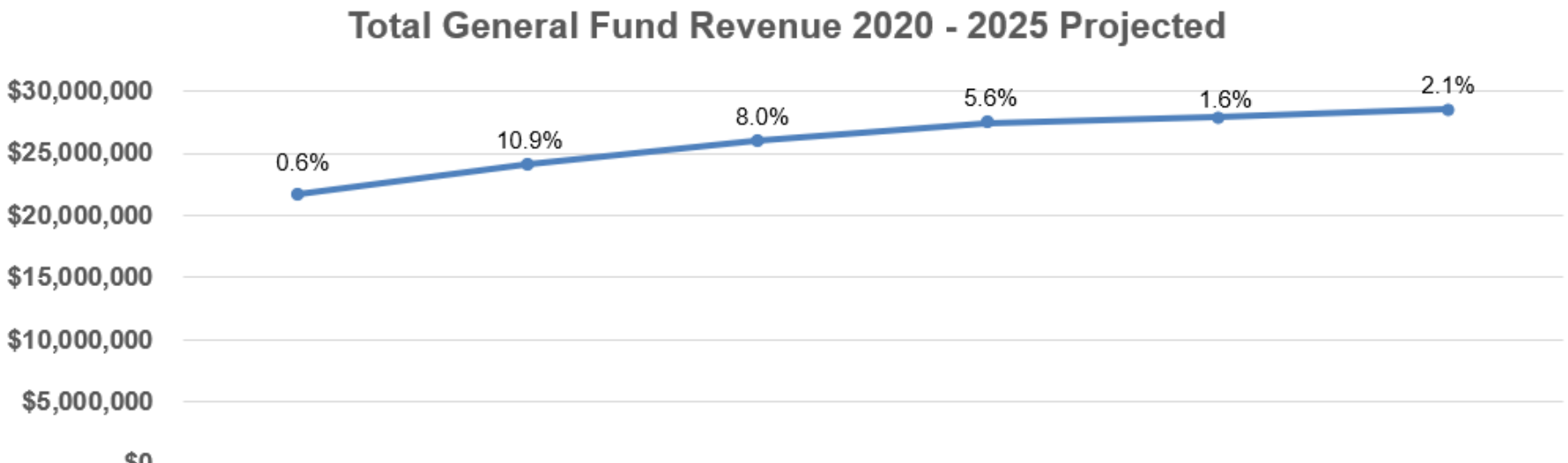
General Fund Preliminary Revenues

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	9,565,634	11,079,422	10,407,990	11,532,923	8,467,717
Property Taxes	9,138,008	9,532,181	11,026,962	11,020,000	11,575,099
Sales Taxes	6,746,703	6,872,250	6,430,000	6,615,000	6,630,000
Use Tax	2,795,524	2,854,934	2,510,000	2,640,000	2,765,000
Motor Vehicle Tax	790,061	827,826	794,356	803,000	794,356
Liquor Tax	176,393	208,944	187,611	207,852	187,611
Franchise Fees	2,034,826	1,993,683	1,795,500	1,917,250	1,897,250
Licenses & Permits	1,197,762	961,735	945,258	911,025	920,025
Charges for Services	1,811,122	2,061,196	2,219,434	2,222,700	2,214,887
Fines & Fees	600,977	684,269	608,700	684,400	683,700
Recreational Fees	479,401	501,225	464,800	408,450	464,800
Interest on Investments	60,866	736,540	118,192	325,000	239,679
Miscellaneous	186,162	255,144	149,835	166,293	151,935
Transfer from Stormwater	600,000	600,000	600,000	600,000	600,000
Total Revenue	**$26,617,803**	**$28,089,926**	**$27,850,648**	**$28,520,970**	**$29,124,342**

Estimated Value of One Mill

Estimated Value Of One Mill For 2024 (Mill Rate = 18.325) - NO TIF		
		Median PV Home
The estimated value of one mill would be:	**$639,791**	(annual amount)
1/10 mill	$63,979	$4.45
2/10 mill	$127,958	$8.91
3/10 mill	$191,937	$13.36
4/10 mill	$255,916	$17.81
5/10 mill	$319,896	$22.27
6/10 mill	$383,875	$26.72
7/10 mill	$447,854	$31.17
8/10 mill	$511,833	$35.62
9/10 mill	$575,812	$40.08
1 mill	$639,791	$44.53
1.1 mill	$703,770	$48.98
1.2 mill	$767,749	$53.44
1.3 mill	$831,729	$57.89
1.4 mill	$895,708	$62.34
1.5 mill	$959,687	$66.80
1.6 mill	$1,023,666	$71.25
1.7 mill	$1,087,645	$75.70
1.8 mill	$1,151,624	$80.15
1.9 mill	$1,215,603	$84.61
2 mill	$1,279,582	$89.06

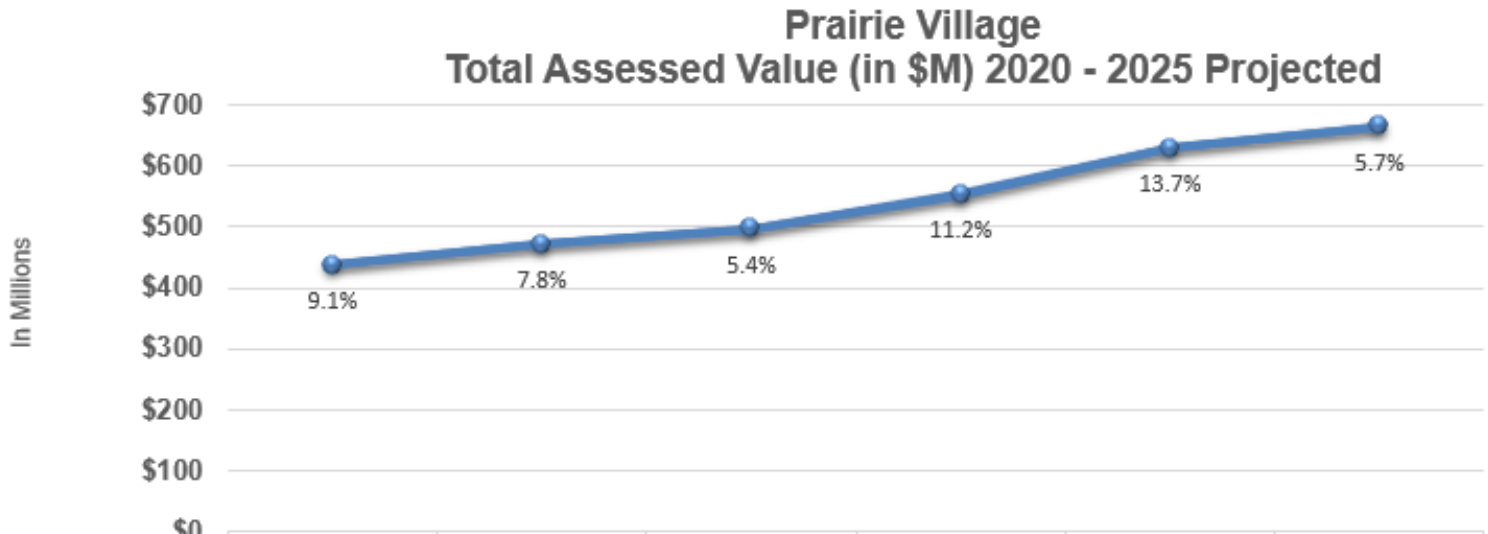
General Fund Revenue



	2020	2021	2022	2023	2024 Estimate	2025 Proj
Total	$21,716,171	$24,081,897	$26,017,806	$27,489,926	$27,920,970	$28,524,342

**General Fund Revenues Excluding Transfers*

Assessed Value



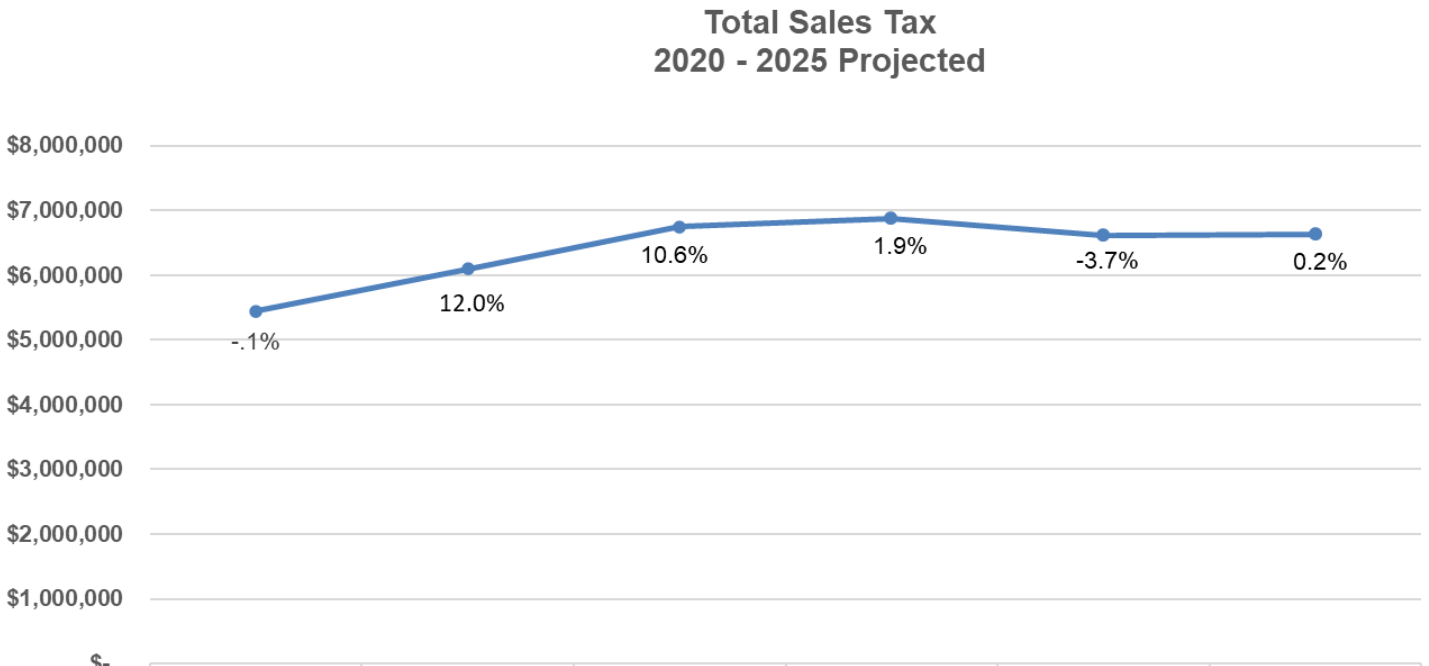
	2020	2021	2022	2023	2024	2025 Proj
% Change	9.1%	7.8%	5.4%	11.2%	13.7%	5.7%
Total Value	$438	$472	$497	$553	$629	$665

Property Tax



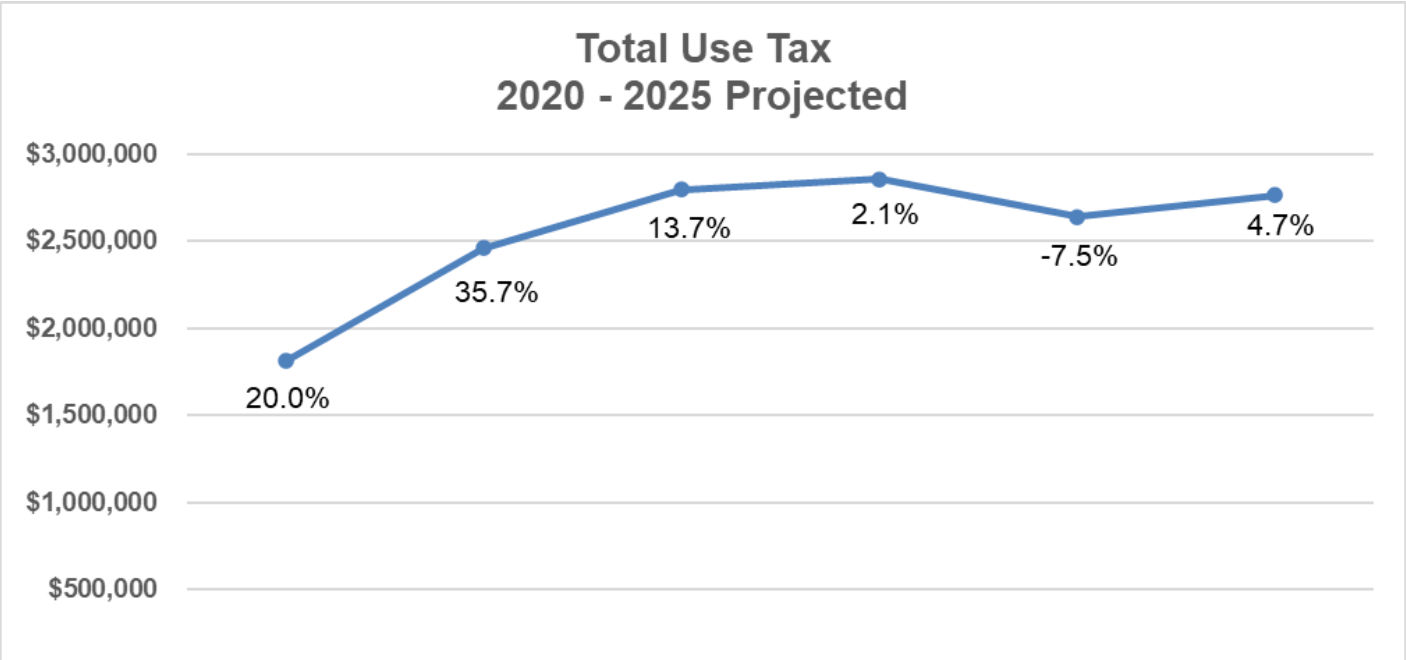
	2020	2021	2022	2023	2024 Budget	2025 Proj.
Years	$8,179,161	$8,667,704	$9,138,008	$9,657,244	$11,026,962	$11,575,099
General Fund Mill Levy Rate	19.471	19.311	19.314	19.322	18.325	18.325

Sales Tax



	2020	2021	2022	2023	2024 Estimate	2025 Proj.
Total	$5,446,984	$6,098,163	6,746,703	6,872,250	6,615,000	6,630,000

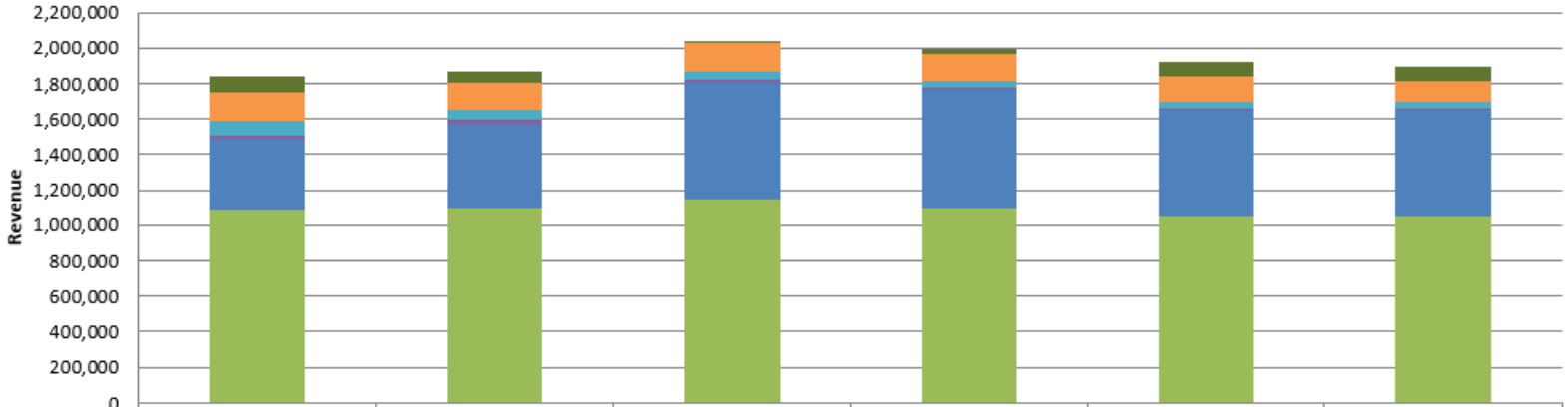
Use Tax



	2020	2021	2022	2023	2024 Estimate	2025 Proj.
Total	$1,811,879	$2,458,591	$2,795,524	$2,854,934	$2,640,000	$2,765,000

Franchise Fees

Franchise Fee Detail
2020 - 2025 Projected



	2020	2021	2022	2023	2024 Estimate	2025 Projected
Google Fiber	88,251	67,590	4,399	28,779	80,000	80,000
Spectrum (Time Warner)	167,352	153,513	158,505	147,460	140,000	125,000
AT&T Video	80,203	47,432	51,335	39,956	35,000	30,000
AT&T Telephone	19,389	33,257	13,921	12,056	12,000	12,000
Kansas Gas	401,025	469,856	655,457	671,497	600,000	600,000
Evergy (Fmr KCPL)	1,084,373	1,097,527	1,150,330	1,093,550	1,050,000	1,050,000

Next Steps

- May 6th - Council Meeting: CIP Discussion and Annual Road Condition Report
- May 14th - Finance Committee Meeting (4pm to 6pm)
  - First Draft of 2025 Budget and Decision Packages
- May 23rd - Finance Committee Meeting (4pm to 6pm)
  - Continued Discussion
- June 17th - Council Meeting: Preliminary 2025 Budget presented to Council
- July 15th - Council Meeting: Resolution to Exceed Revenue Neutral Rate (if applicable)
- July 15th - Permission to Publish the 2025 Budget
  - *Must send notice if exceeding the tax neutral rate to the County Clerk by July 20th (SB 13)*
- August 10th - County sends notification to taxpayers (*If exceeding Revenue Neutral Rate*)
- September 3rd - Budget Hearing / Adopt 2025 Budget (*If exceeding Revenue Neutral Rate*)

VILLAGEFEST COMMITTEE

Council Meeting Date: April 15, 2024

COU2024-27 Consider funding for VillageFest in the 2025 budget

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BACKGROUND

VillageFest features a variety of family attractions, including a patriotic ceremony, live entertainment, bounce houses, mechanical rides, a petting zoo, pony rides, arts, crafts, and more. While the specific details of the event have varied through the years, one thing has remained constant: VillageFest has offered all entertainment and attractions at no cost to the community.

Attendance at VillageFest has continued to grow through the years. We attracted an estimated 4,800 attendees in 2023. The VillageFest committee strives to plan a quality festival while maintaining fiscal prudence.

A detailed budget from 2019 – 2024, with estimates for 2025, is attached. The planning process for the 2024 VillageFest event is currently underway, and not all expenses are final. Bids from long-time vendors to VillageFest including for the mobile stage, bounce houses, mechanical rides, face and hair painters, Mr. Bones and KC Wolf all showed increases over 2023, primarily in labor costs.

The committee respectfully requests a $39,000 allocation for VillageFest in 2025. This represents a 5.6% increase over 2024. The 2025 expenses are projected to rise from 2024 actual/in process. Our goal is to maintain the current scope of offerings, while managing wait times and accommodating similar or increased attendance.

ATTACHMENTS

VillageFest Budget 2019-2025

PREPARED BY

J.D Kinney
Special Events Coordinator

April 9, 2024

VillageFest Budget 2016 - 2022

VILLAGEFEST EXPENSES

Item/Activity	2025 Budget Proposed	2024 Budget	2024 Actual	2023 Actual	2022 Actual	2019 Actual
Entertainment						
Mr. Stinky Feet	$ 1,650	$ 1,600		$ 1,600	$ 1,600	$ 1,600
MultiPhonic/Generator/Sound	$ 3,500	$ 3,389		$ 2,800	$ 2,800	$ 1,992
DJ Services	$ 950	$ 900		$ 900	$ 800	$ 800
Kristy Lambert	$ 100	$ 100		$ 100	$ 100	$ 100
Total Entertainment	**$ 6,200**	**$ 5,989**	**$ -**	**$ 5,400**	**$ 5,300**	**$ 4,492**
Family Activities						
Petting Zoo	$ 1,900.00	$ 1,600.00		$ 1,600.00	$ 1,670.00	$ 1,000
Monarch Pledge Craft	$ 500.00	$ 250.00		$ 449.71	$ 650.00	$ 686
Face Painter - Sister Act	$ 2,875.00	$ 2,820.00		$ 2,300.00	$ 2,100.00	$ 1,800
Pony Rides	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 1,670.00	$ 1,000
Top Flight Inflatables	$ 4,500.00	$ 4,268.08	$ 2,165.58	$ 4,070.00	$ 3,140.00	$ 2,080
Fun Services	$ 11,000.00	$ 10,555.00	$ 5,277.50	$ 7,955.18	$ 8,800.74	$ 5,170
Sister Act Wacky Hair	$ 975.00	$ 940.00		$ 920.00	$ 840.00	$ 720
Sister Act Bubble Guy	$ 725.00	$ 700.00		$ 700.00	$ 700.00	
Pie Contest	$ 475.00	$ 475.00	$ 103.97	$ 452.33	$ 420.81	$ 357
						$ -
History Display					$ 11.00	$ 400
Mr. Bones	$ 900.00	$ 900.00		$ 800.00	$ 800.00	$ 800
KC Wolf	$ 575.00	$ 525.00	$ 525.00	$ 500.00	$ 450.00	
Slip & Slide	$ 650.00	$ 750.00		$ 272.22	$ 538.62	$ 959
Yard Games					$ -	$ 209
Amazing Alex Ballon Twister	$ 350.00	$ 320.00		$ 320.00	$ 320.00	$ 320
Little Village	$ 450.00	$ 450.00	$ 325.00		$ 345.41	$ 739
Total Family Activities	**$ 28,375**	**$ 27,053**	**$ 9,897**	**$ 21,839**	**$ 22,456.58**	**$ 16,240**
Pancake Breakfast						
Chris Cakes	$ 5,750.00	$ 5,500.00		$ 5,452.00	$ 3,892.00	$ 3,615
Starbucks	$ 300.00	$ 275.00		$ 268.94	$ 263.94	$ 253
Start-up Cash	$ 200.00	$ 200.00		$ 100.00		$ -
Total Pancake Breakfast	**$ 6,250**	**$ 5,975**	**$ -**	**$ 5,821**	**$ 4,155.94**	**$ 3,868**
Advertising						
Banner/Printing/yard sign	$ 475.00	$ 450.00	$ 141.35	$ 432.73	$ 377.70	$ 738
Total Advertising Budget	**$ 475**	**$ 450**	**$ 141**	**$ 433**	**$ 377.70**	**$ 738**
Supplies/Misc. Expenses						
Stage	$ 1,300.00	$ 1,277.00	$ 1,277.00	$ 1,127.00	$ 1,027.00	$ 1,027
Give-aways	$ 750.00	$ 600.00		$ 1,897.95	$ 82.97	$ 68
Community Service Awards	$ 150.00	$ 150.00		$ 100.00	$ 150.00	$ 150
VF Shirts	$ 700.00	$ 300.00			$ 763.00	$ -
Tents and Tables					$ -	$ -
Volunteer Hospitality	$ 750.00	$ 725.00		$ 719.58	$ 658.87	$ 401
Potty Vendor		$ -		$ 655.00	$ -	$ -
Total Supplies	**$ 3,650**	**$ 3,052**	**$ 1,277**	**$ 4,500**	**$ 2,681.84**	**$ 1,645**
Vintage Vehicles					**Planes**	**None**
Vintage Flyover					$ 1,000.00	$ -
Vintage Vehicles	$ 300.00	$ 300.00		$ 100.00		
Huey Helicopter	$ 500.00	$ 500.00		$ 500.00	$ 500.00	
Total Vintage Vehicles	**$ 800.00**	**$ 800.00**	**$ -**	**$ 600**	**$ 1,500.00**	**$ -**
TOTAL	**$ 45,750**	**$ 43,319**	**$ 11,315**	**$ 38,593**	**$ 36,472.06**	**$ 26,983**

INCOME

Revenue				**2022 Actual**	**2019 Expected**
City Budget Allocation	$ 39,000.00	$ 37,000.00	$ 35,000.00		$ 20,000.00
Vendor Fees	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 400.00
Pancake Breakfast	$ 5,250.00	$ 5,250.00	$ 5,270.00	$ 3,190.00	$ 3,965.00
TOTAL:	**$ 45,750**	**$ 43,750**	**$ - $ 41,770.00**	**$ 34,042.00**	**$ 34,740.00**

JAZZFEST COMMITTEE

City Council Meeting Date: April 15, 2024

COU2024-28 Consider funding for Jazz Fest in the 2025 budget

BACKGROUND

2025 will mark the 14th Prairie Village Jazz Festival on the Saturday following Labor Day. The Jazz Fest Committee is planning for a live, in-person event in Harmon Park on September 7, 2024.

The Prairie Village Jazz Festival has created a favorable reputation throughout the area reflecting positively on the City for its support of quality jazz artists from the area musicians. The committee is committed to the Festival, and has developed a successful and consistent operations plan for the event staying within budget and building reserves to cover the ever-present risks of bad weather causing the cancellation of the festival or having attendance severely impacted by weather.

The JazzFest Committee respectfully requests city budget funding in the amount of $35,000 to supplement a consistent base on which the festival can operate and grow.

ATTACHMENTS

JazzFest Budget 2023 – 2025

PREPARED BY

J.D. Kinney
Special Events Coordinator

April 9, 2024

JAZZFEST ANALYSIS

4/9/2024

	2025 Budget	2024 Budget	2023 Actual
INCOME			
Budget allowance from PV	$ 35,000	$ 35,000	$ 35,000
Opening Balance	$ 32,500	$ 35,628	$ 26,649
Sponsorships and donations	$ 2,500	$ 2,500	$ 4,678
Total Income before Event	**$ 70,000**	**$ 73,128**	**$ 66,328**
Admission Fees	$ 9,500	$ 9,500	$ 12,212
Food Truck Fees		$ -	$ 125
Tips	$ 350	$ 350	$ 555
Soda Sales	$ 250	$ 250	$ 263
Adult Beverage Sales	$ 9,750	$ 9,500	$ 11,458
Misc Credit Card sales	$ -		$ -
Total Income Day of Event	**$ 19,850**	**$ 19,600**	**$ 24,613**
Total Income	**$ 89,850**	**$ 92,728**	**$ 90,940**
EXPENSES			
Talent	$ 15,350	$ 14,350	$ 13,500
Stage/Audio Equipment	$ 21,500	$ 20,800	$ 20,310
Tent/Furniture Rental	$ 3,000	$ 2,925	$ 2,739
Advertising/marketing	$ 5,875	$ 5,690	$ 3,920
Banners/Yard Signs	$ 950	$ 920	$ 871
Catering & Food	$ 1,300	$ 1,075	$ 1,010
Event Expenses	$ 12,000	$ 11,450	$ 10,627
Merchandise Expenses	$ 4,750	$ 4,325	$ 4,251
Total	**$ 64,725**	**$ 61,135**	**$ 57,228**

Administration

Council Meeting Date: April 15, 2024

COU2024-29 Consider Approval of 2025 Proposed Arts Council Funding

BUDGETARY CONSIDERATION

The Arts Council is requesting $10,000 for the Arts Council budget and a $10,000 contribution to the Public Arts Fund for 2025.

The City Council approved $10,000 in funding for the Art Council's 2024 budget and $10,000 in funding for the Public Arts Fund. The remainder of the Art Council's funds come from cash reserves and the revenue the Arts Council brings in from entry fees, donations, and art sales each year. Due to cancelled events and a carryover balance from 2020 and 2021, the Arts Council ended 2022 with a healthy cash balance. The Arts Council reduced its request for the 2024 budget due to this cash carry over, and resumed normal events in 2023. The Arts Council proposed creation of the Public Arts Fund in 2023 and transferred a portion of the balance to this fund to start building a balance for future public art.

Beginning in 2023, the funding source was shifted to the Transient Guest Tax fund.

2020 and 2021 brought an opportunity for the Arts Council to review and adjust programming. The Arts Council has shifted to bi-monthly openings in the RG Endres Gallery in City Hall and at the Meadowbrook Clubhouse, and is planning several events throughout 2024 as outlined on the attached calendar. The Arts Council continues to need funds to support their regular programs, which includes the following:

- State of the Arts
- Juried Photography Competition
- The Prairie Village Arts Fair sponsorship
- Bi-Monthly Art Exhibits
- Shooting Starts sponsorship
- Presence at City events including Jazzfest and Villagefest

The Arts Council appreciates the City Council's continued support and looks forward to a year of events and starting to initiative a public arts fund project.

Attachments:

- 2023 Year-End Financial Report
- 2024 Events Calendar
- 2025 Proposed Budget

PREPARED BY
Nickie Lee
Deputy City Administrator
Date: March 14, 2024

PV Arts Council 2023 Budget - December Financial Report

Starting Balance as of 12/31/2022 =
$32,699

Revenues

Description	2023 Budget	2023 Actual	% Budget Collected	Budget Remaining
Donations	$ 4,000	$ 2,124	53%	$ 1,876
City Contribution	10,000	10,000	100%	$ -
Entry Fees	9,000	5,144	57%	$ 3,856
Art Sales	-	1,290	0%	$ (1,290)
Interest Income	10	19	193%	$ (9)
Miscellaneous	-	20		$ (20)
Total	**$ 23,010**	**$ 18,598**	**404%**	**$ 4,412**

Expenditures

Description	2023 Budget	2023 Actual	% Budget Spent	Budget Remaining
State of the Arts	$ 6,700	$ 6,635	99%	$ 65
Grants	60	-	0%	$ 60
Software	1,400	-	0%	$ 1,400
Marketing	2,860	1,754	61%	$ 1,106
Website	4,140	240	6%	$ 3,900
Jazz Fest Event	500	-	0%	$ 500
Monthly Receptions	3,000	1,231	41%	$ 1,769
Art of Photography Event	3,000	5,703	190%	$ (2,703)
Gallery Maintenance	1,000	32	3%	$ 968
Summer Events	500	-	0%	$ 500
Shooting Stars	1,400	1,400	100%	$ -
Art Walk	-	-	0%	$ -
Training	-	434	0%	$ (434)
Balance Xfer to Public Arts	20,000	20,000	100%	$ -
PV Art Fair	2,000	1,000	50%	$ 1,000
Total	**$ 46,560**	**$ 38,429**	**83%**	$ 8,131

12/31/2023 =
$12,868

UPDATED 12-4-2023

PRAIRIE VILLAGE ARTS COUNCIL

2024 CALENDAR

ARTIST EXHIBITS, RECEPTION & MORE!

All receptions below to be at R.G. Endres Gallery at Prairie Village City Hall.

JANUARY 10, 7-8PM

JANICE MUDD, HEATHER LOWE & AMANDA MCCOLLUM

R.G. ENDRES GALLERY | 01/06 - 03/02/2024

MARCH 6, 7-8PM

CAROL KIEFER JOHNSON, BRYCE HOLT & DAVID COSS

R.G. ENDRES GALLERY | 03/02 - 05/04/2024

MEADOWBROOK CLUBHOUSE | 03/02 - 07/06/2024

MAY 8, 7-8:30PM

ART OF PHOTOGRAPHY JURIED COMPETITION 2024*

R.G. ENDRES GALLERY | 05/04 - 07/06/2024

JULY 10, 7-8PM

ROBERT KLAUSING, LARRY DEGRAFF & GREG LARSON

R.G. ENDRES GALLERY | 07/06 - 09/07/2024

MEADOWBROOK CLUBHOUSE | 07/06 - 11/02/2024

SEPTEMBER 11, 7-8:30PM

STATE OF THE ARTS JURIED COMPETITION 2024*

R.G. ENDRES GALLERY | 09/07 - 11/02/2024

NOVEMBER 6, 7-8PM

AIMEE FRESIA, LISA HEALEY & JEAN MCGUIRE

R.G. ENDRES GALLERY | 11/02/2024 - JAN. 2025

MEADOWBROOK CLUBHOUSE | 11/02/2024 - MAR. 2025

- SUMMER 2024 | **ART THERAPY WORKSHOPS - TBA**
- APRIL 7
  SHOOTING STARS GALA**
  NERMAN MUSEUM OF CONTEMPORARY ART, JCCC
  WWW.ARTSJOCO.ORG FOR TIME & MORE INFO
- MAY 31 - JUNE 2
  PRAIRIE VILLAGE ART SHOW**
  SHOPS AT THE VILLAGE | WWW.PVARTSHOW.COM
- JULY 4
  VILLAGEFEST**
  PV MUNICIPAL COMPLEX / HARMON PARK
  WWW.PVKANSAS.COM
- SEPTEMBER 7
  PRAIRIE VILLAGE JAZZFEST**
  HARMON PARK | WWW.PVKANSAS.COM

*ANNUAL JURIED COMPETITIONS

**EVENT BY OTHER, PVAC WILL HAVE A ROLE AS SPONSOR OR PARTICIPANT.

PV Arts Council 2025 Budget

Projected Starting Balance as of 12/31/2024 = $7,868

Revenues

Description		2025 Budget
Donations	$	1,875
City Contribution		10,000
Entry Fees		6,000
Interest Income		20
Miscellaneous		-
Total	**$**	**17,895**

Expenditures

Description		2025 Budget
State of the Arts	$	6,650
Marketing		2,000
Website		240
Jazz Fest Event		500
Bi-Monthly Receptions		2,000
Art of Photography Event		5,700
Gallery Maintenance		-
Art Walk		1,000
Arts Council/Shooting Stars		1,400
PV Art Fair		1,500
Balance Transfer to Public Arts		2,273
Miscellaneous		500
Total	**$**	**23,763**

12/31/2025 = $2,000

DIVERSITY COMMITTEE

City Council Meeting Date: April 15, 2024

COU2024-30 Consider approval of the Diversity Committee budget request for 2025

BACKGROUND

At its April 9, 2024, meeting, the Diversity Committee approved a motion requesting $12,500 for the Committee's 2025 budget.

This requested budget includes funds for the annual MLK celebration, town hall events, and other miscellaneous projects that support the Diversity Committee's efforts in diversity, equity, and inclusion.

The 2022 actuals, 2023 budget and actuals, and 2024 budget are attached. Beginning in 2023, funding for the Diversity Committee was transitioned to the Transient Guest Tax.

Funding requests for Juneteenth in 2025 remained the same at $15,000.00.

For 2025, the Diversity Committee respectfully requests funding in the amount of $27,500.00. $12,500 for the Committee budget and $15,000 for the Juneteenth Celebration.

ATTACHMENTS

Budget document

PREPARED BY

Tim Schwartzkopf
Assistant City Administrator
April 10, 2024

Diversity Committee Budget - 2025

Item/Activity	2025 budget	2024 budget	2023 actuals	2023 budget	2022 actuals	2022 budget
MLK Celebration	$2,500.00	$2,000.00	$128.00	$1,250.00	$1,845.96	
BIPOC Playdates	$200.00	$1,400.00	$38.24	$1,400.00	$514.90	
Town Hall Events	$5,000.00	$3,600.00	$5,462.78	$3,600.00	$1,234.03	
Juneteenth Celebration	$15,000.00	$15,000.00	$14,997.92	$15,000.00	$6,056.13	
JazzFest	$500.00	$500.00	$0.00	$1,500.00	$0.00	
PV Art Fair	$0.00	$0.00	$0.00	$1,500.00	$0.00	
VillageFest	$0.00	$0.00	$0.00	$1,500.00	$0.00	
"One and Done" Projects	$1,800.00	$2,500.00	$0.00	$2,500.00	$0.00	
Miscellaneous	$2,500.00	$2,500.00	$1,903.67	$2,000.00	$131.29	
Total	**$27,500.00**	**$27,500.00**	**$22,530.61**	**$30,250.00**	**$9,782.31**	**$10,000.00**

ADMINISTRATION

City Council Meeting Date: April 15, 2024

COU2024-31 Consider Approval of the Environmental Committee 2025 Budget Request

BACKGROUND

The Environmental Committee's primary objective is to increase awareness among Prairie Village residents regarding the importance of preserving and protecting the environment and its natural resources, as well as guiding City practices that impact the environment. The Committee is committed to exemplary environmental stewardship of Prairie Village.

The Committee advises and makes recommendations to the City Council to allow implementation of sustainable management practices. The goal is to provide a healthy and sustainable environment and enhance the quality of life for our residents.

The Committee continues work to shape initiatives to meet the Cities Race to Zero commitment established in 2021, and the recommitment to the Mayor's Monarch Pledge. Driven by the Cities Race to Zero commitment, sustainability consultant Keramida Inc. developed a greenhouse gas inventory and municipal climate action plan for Prairie Village municipal practices in 2023. This plan will inform and guide the Environmental Committee in its efforts to address the urgent climate crisis by developing a pathway to become an emissions neutral city by 2050 at the latest. The Mayor's Monarch Pledge compliments this commitment by improving the health of our local ecosystem, protecting pollinators that help 90% of the world's flowering trees and plants –including important food producers—reproduce.

In addition, the Committee is participating in two electronics recycling events in 2024, is as well as VillageFest and JazzFest and continues to explore new opportunities for collaboration with other committees and organizations at the municipal and county level.

For 2025, the Committee requests a budget of $8,000 to be used in the following manner:

2025 Environmental Committee Budget		
Budget Item	***Estimated Cost***	***Additional Info***
OP Recycling Extravaganza Partnership	*$1,400*	*Sponsorship costs*
EC Info Promotions/Marketing	*$1,000*	*Initiatives/Events: VillageFest, JazzFest, Go Green, OP Recycling Extravaganza*
Waste Diversion Program	*$3,000*	*Example would be a curbside composting subsidy (e.g. 20% subsidy to qualifying participants. Max reimbursement of $60/household/year. Could fund up to 50 households.)* *Explore compost service for municipal facilities*
NEJC Shredding/E-cycle event	*$1,000*	
Supplies for Events	*$500*	*seed balls, kids craft*
Total	*$6,900*	
Management Reserve	*$1,100*	
Grand Total	$8,000	

ATTACHMENTS
None

PREPARED BY
Greg Shelton, City Council Member/Environmental Committee Chair
Ashley Freburg, Environmental Committee Staff Liaison
Date: April 8, 2024

MAYOR'S ANNOUNCEMENTS
Monday, April 15, 2024

Police Pension Board	04/18/2024	2:00 p.m.
Environmental Committee	04/24/2024	5:30 p.m.
Arbor Day celebration (Wassmer Park)	04/27/2024	10:00 a.m.
DEA-sponsored prescription drug takeback	04/27/2024	10:00 a.m.
City Council	05/06/2024	6:00 p.m.
Board of Zoning Appeals	05/07/2024	6:30 p.m.
Planning Commission	05/07/2024	7:00 p.m.

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INFORMATIONAL ITEMS
April 15, 2024

1. Prairie Village Foundation meeting minutes – January 29, 2024
2. Planning Commission meeting minutes – March 5, 2024
3. Tree Board meeting minutes – March 6, 2024
4. Diversity Committee meeting minutes – March 12, 2024

Prairie Village Foundation
January 29, 2024, 5:30 p.m. | City Hall
Minutes

In attendance: Marianne Noll, Cindy Jenny, Kim Huyett, Terrance Gallagher, Wes Jordan, Inga Selders, Marti Hatridge, Meghan Buum, McKay Stangler, Eric Mikkelson

Marianne Noll welcomed the committee to the meeting.

1. Approve Minutes from September 26, 2024 – Cindy Jenny moved to approve the minutes. Wes Jordan seconded the motion and it passed unanimously.

2. Recap of Fundraising for 2023
   a. Total raised – Ms. Noll noted that after two years in a row of around $15,000 donations, the Foundation raised over $27,000 in 2023.

   b. Effectiveness of SM Post ad – McKay Stangler discussed the committee's presence at events, additional advertising online, and the advertisement on the Shawnee Mission Post. While the Post ad is good visibility, he is not sure we received the value. He thinks the committee should focus more targeted outreach to specific, individual donors and businesses in 2024. He specifically mentioned targeting home construction companies.

   c. Social Media Outreach – Social media outreach was very effective in reaching the community. Four videos spotlighted general Foundation information, Shop with a Cop, Back to School with a Firefighter, and the Citizens Assistance Fund. A post about the Gingerbread House Party was made as well. The boosted posts reached more than 16,500 viewers and received 673 link clicks with $175 spent.

3. New fundraising ideas for 2024 – Mr. Gallagher suggested sending out a mid-year update to those who gave in 2023 to keep donors engaged. He also suggested starting with a new letter for 2024.

   Mayor Mikkelson suggested repeating what we did last year, in addition to the items that Mr. Stangler previously suggested. Mr. Stangler added that a quarterly newsletter created by the marketing committee would be a good way to engage donors throughout the year.

   The Marketing Committee will meet to develop a list of businesses to target for donations in 2024 and how to recognize donors.

   Marti Hatridge and Kim Huyett suggested trying to increase the to-go business for the Gingerbread House event to raise more funds. Ms. Noll said we'd have more final numbers on the event in March.

4. Funding ideas for 2024 – Ms. Noll asked for suggestions for new organizations to vet for donations to be made at the March meeting.

5. Next meeting March 26, 2024, Prairie Village City Hall

Meeting adjourned at 6:05 p.m.

PLANNING COMMISSION MINUTES
MARCH 5, 2024

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, March 5 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, James Kersten, Melissa Brown, Melissa Temple, 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; Terry O'Toole, Council Liaison; Adam Geffert, City Clerk/Board Secretary.

APPROVAL OF MINUTES

Mr. Breneman moved for the approval of the minutes of the February 6, 2024, regular Planning Commission meeting. Mr. Birkel seconded the motion, which passed 5-0, with new members James Kersten and Melissa Temple abstaining.

PUBLIC HEARINGS

None

NON-PUBLIC HEARINGS

PC2024-105 Site plan review for a fence, with exception
4996 Somerset Drive
Zoning: R-1A
Applicant: Raymond Swaney

Mr. Brewster stated that the applicant was requesting to replace an existing fence that did not conform to current zoning standards. Specifically, the request is for an exception to the required setback on Cedar Drive, allowing replacement of a 6' wooden privacy fence in the same location (ranging from approximately 5' to 6' from the property line along the street rather than a 15' setback).

The property is a corner lot on the northeast corner of Somerset Drive and Cedar Drive. The lot fronts on Somerset Drive and has a driveway access off Cedar Drive. There is an existing fence to the north of the driveway extending from the house and enclosing the rear yard. The fence line along Cedar Drive is between 5' and 6' from the back of the

sidewalk at various locations, and approximately 17' from the curb. The adjacent house faces Cedar Drive so the front yard of this property abuts the rear yard and fenced area of the subject property.

Mr. Brewster noted that zoning ordinance required that the fence be set back the greater of 15' or half of the adjoining lot's front setback. In this case, that setback is 28', requiring the fence to be set back 15'. Since the proposed fenced area is in the side and rear yards, there are no restrictions on the design of the fence, other than the general height and design standards.

Mr. Brewster said staff recommended approval of the fence site plan with the exception based on the specified factors.

Applicant and property owner Raymond Swaney was present to discuss the application.

Mr. Valentino made a motion to approve the application as presented. The motion was seconded by Mr. Breneman and passed unanimously.

OTHER BUSINESS

Planning Commission training and review

Mr. Brewster gave a presentation noting the role and responsibilities of the Planning Commission. He stated that the basis for the commission's decision-making was the City's comprehensive plan, which is used to guide zoning and development decisions, coordinate public and private development, and prioritize public investments. The Planning Commission's role is to do the following:

- Make the comprehensive plan
- Approve the "location, extent and character" of all public improvements
- Review and recommend the capital improvement program (CIP)
- Adopt subdivision regulations
- Approve plats
- Review and recommend zoning changes
- Address decisions referred to the commission by zoning ordinance
- Review the comprehensive plan annually

Mr. Brewster said that most Planning Commission decisions were of an administrative nature rather than legislative or judicial, meaning decisions are made based on the laws developed by the governing body, and that these types of decisions allow for very limited discretion. He added that the commission ensures that standards are met, and that recommendations given are based on the broad perspective and expertise of commission members. If there are not specific standards identified, the commission should verify whether there is a desired outcome expressed in the zoning regulations.

Continued discussion of potential updates to R-2, R-3, R-4, C- and MXD districts

Mr. Brewster said that the Planning Commission held work sessions on August 22, 2023, and October 3, 2023, to discuss potential strategies for housing policies laid out in Village Vision 2.0. The work sessions were a direct follow-up to the public forums held on June 22, 2023, and July 13, 2023. He added that the Planning Commission had previously discussed concepts and strategies on August 22, October 3, December 5, and February 6.

Mr. Brewster provided the following background based on direction given by the Planning Commission at its October 5, 2023, meeting:

1. Hold the status quo in R-2, R-3, and R-4 districts
    a. Make existing conditions compliant with standards
    b. Clean up any conflicts / interpretation issues

2. Allow residential uses in C- districts
    a. Permit mixed-use residential (upper floors or behind ground level residential)
    b. Allow subject to current commercial building development standards

3. Improve the MXD district (planned district)
    a. Promote smaller scale / more practical to Prairie Village's context
    b. Improve expectations

4. Revise current planned development standards and procedures
    a. Define planning thresholds to justify flexibility in standards
    b. Improve expectations

5. Consider MXD for application in a variety of contexts
    a. Mixed use redevelopment of activity centers
    b. Strategic infill in activity centers (mixed-use or residential)
    c. Residential redevelopment in transition areas or multi-family districts

Mr. Brewster next presented suggested potential amendments to the following zoning districts:

- R-3 District:
    - Add intent section and reformat text to tables
    - Reduce lot area per until from 2,400 s.f. to 1,750 s.f.
    - Clarify conflict in building coverage (20% vs. 30%); use 30%
    - Add impervious coverage standard – 50%
    - Add section targeting planned rezoning applications (RP-3) to moderate or large-scale residential building types

- R-2 and R-4 Districts:

    - No substantive changes – add intent section and reformat text to tables (added building coverage for consistency – 30% and 50%)
    - Add section targeting planned rezoning applications (RP-2 and RP-4) to small or moderate-scale residential building types
    - Require planned applications to use MXD neighborhood design standards

- C-0, C-1, and C-2 Districts:
    - Add intent section and reformat text to tables
    - No substantive changes to development standards
    - Add "Residential – Mixed-Use" to the use table for C-0, C-1, and C-2
    - Add performance criteria in C-1 and C-2 for residential uses on upper story or behind first story commercial developed to commercial building standards
    - Add section targeting planned zoning applications (CP-0) in the C-0 district to small scale residential and mixed-use building types

- MXD District:
    - Replace development standards reference (no standards – subject to plan proposals); add specific building type standards for default
    - Add mixed-density neighborhood and mixed-use design standards
    - Remove procedures and defer to improved planned zoning procedures (community plans, project plans, and updated criteria)

- Planned Zoning District:
    - Simplify and improve intent statement
    - Improve procedures with two specific scales of plans:
        - Community design plan – street and blocks, streetscape, open space, general land use intensity and transitions
        - Project plans – specific building types, frontages, building design, site/landscape design
    - Establish base zone district standards as the "default standard"; add specific criteria for deviations in lot coverage, lot area per unit, building heights and setbacks, parking
    - Improved rezoning / P-district designation criteria and "effect of decision" section noting when deviations from plans require review by the city council

Lastly, Mr. Brewster shared proposed design guidelines for mixed-density and mixed-use neighborhoods:

- Community Design Plan vs. Project Plan:
    - Community design plan (10-to-40-acre scale) – streetscapes, circulation, blocks / parcels, open and civic spaces
    - Project plans (lots and block/parcel scale) – frontages, site design/landscape, building scale, massing, and design

- Frontage Design:
    - Building placement – consistent front building line for different contexts

    - Vehicle access – coordinate at the block scale and limit at the lot scale to maintain consistent streetscape and avoid interruptions in sidewalks
    - Pedestrian access – all buildings and sites from the streetscape
    - Parking and garage location – interior of block; limited and screened from streetscapes

- Building Design:
    - Massing – relate buildings to adjacent buildings and sites with similar massing and proportions
    - Articulation – use windows, doors, materials, and architectural features to break up wall planes and have human scale details
    - Transparency – locate windows, doors, and entry features in relation to outside space and activate more important spaces (streets and open space)

- Site Design:
    - Screen intense activities or equipment from streetscape, open spaces
    - Locate utilities or stormwater interior to block or otherwise minimize impact on streetscape
    - Buffers for sensitive edges or adjacencies

Ms. Brown asked if table 19.27 noting allowed uses in districts needed to maintain a distinction between apartments, condominiums and residential mixed-use. Mr. Brewster said he would review the table to see if it could be simplified.

After further discussion, Mr. Brewster stated that the next steps included taking the suggestions received to finalize the direction of the Planning Commission, then presenting that information to the city council, and finally introducing recommendations into a formal public review, comment, and adoption process.

ADJOURNMENT

With no further business to come before the Commission, Mr. Wolf adjourned the meeting at 8:07 p.m.

Adam Geffert
City Clerk/Planning Commission Secretary

TREE BOARD
City of Prairie Village, Kansas

Minutes of March 6, 2024

Meeting started at 5:59 pm.

Board members present: Kevin Dunn (end of meeting minutes), Lindsay Voitik (Chair), Mark Morgan, Beth Held (beginning of meeting minutes), Mark Kaufman, Rob Schmitz, Greg Shelton (Council Liaison) and Kirk Walters

Other attendees: Bridget Tolle (Urban Forestry Specialist, Public Works), Izzy Z (Youth Council)

1) Introductions were made to the new board member, Rob Schmitz, a 36-yr resident in Prairie Village. Rob mentioned he has a degree in Forestry and is looking forward to contributing to the Tree Board. The other new member, Whitney Wilson, was absent from the meeting. There was also a visitor from the Youth Council, Izzy Z, who stated she was interested in hearing more about the Tree Board activities.

2) Kevin Dunn made a motion to approve the minutes from the February 7, 2024 meeting, Mark Morgan seconded, motion carried.

3) Arbor Day Event
    a. The board discussed the presented nominees for the 2024 Arbor Day event, Mr. Dennis Patton, and Ms. Shelby Trewolla. Beth Held made a motion to nominate Dennis Patton to be the 2024 Arbor Day awardee, Rob Schmitz seconded, motion carried.
    A suggestion was made by Greg Shelton to expedite the information on the nominee to the Mayor and City Council by the next scheduled council meeting on March 18 due to the extenuating circumstances of the nominee and his family. Lindsay offered to contact the family representative to request their presence at either the March 18 or April 1 council meeting to honor the nominee with a proclamation from the Mayor.
    b. Bridget advised that she already has Rosehill Nurseries scheduled to plant the White Oak tree.
    c. Bridget reminded the Board that the Arbor Day event will be held at Wassmer Park on April 27th at 10am. The Board agreed to meet at 9:30am to help set-up.
    d. Mark Morgan, Mark Kaufman and Beth Held offered to bring snacks for the event. Greg Shelton suggested the Board avoid using plastic water bottles for the event. The Board agreed to request a reminder in the Village Voice and look into reserving the Quench Buggy from Water One. The Board agreed to try and reserve the Buggy.

4) Old Business
    a. Volunteer Waivers (Please Review CP001) – Bridget asked for the remaining volunteer waivers to be turned into her.
    b. Select Tree Board Meeting Months (6 meetings per year) – Mark Morgan made a motion for the Board to meet in 2024 in the months of February, March, April, May, June, September, and November, Lindsay seconded, motion carried.

c. Minute Taking Assignments – Agreed upon assignment (March – Beth, April – Kirk, May – Kevin, and June – Mark Morgan). Lindsay proposed to defer the minute taking assignments for September and November to the next Board meeting.

d. MARC Tree Canopy Aerial Imagery Update – Beth mentioned that she has emailed Tom Jacobs from MARC to follow-up on the timing of the release of the digital data for the Tree Canopy Strategic Plan.

e. Fall Tree Seminar - Kevin Dunn proposed some potential ideas and topics for the Fall Seminar.
Greg said that the Environmental Committee is promoting Sustainable Lawns and Landscapes. He mentioned an organization called Deep Roots.
Mark Morgan said some potential speakers could be found at BlackRoot Farms located north of Liberty; the Missouri Department of Conservation; the Missouri Prairie Society in Jefferson City; and a Grow Native speaker from St. Joseph, MO. Owner of BlackRoot Farms grows native trees.
Bridget said she can reach out to woman with MO Dept. of Conservation who can speak about choosing tree species that can adapt to climate change.
Kirk suggested we talk to Ducks Unlimited people about habitat reclamation projects.
Board members discussed different dates to hold seminar. Bridget said she would try to reserve third Wednesday in September (the 18th) and first Wednesday in October (the 2nd) at Meadowbrook Clubhouse for the seminar.

f. Potential Event Partnerships - Greg Shelton (serves on both Environmental and Tree Boards) proposed the Tree Board considering partnering with the Environmental Committee on certain events and initiatives (VillageFest, JazzFest and Fall Tree Seminar) to be more impactful; such as, native tree sale, decarbonization efforts, and sustainability.

5) New Business

Lindsay recommended holding off discussion of new business until next meeting, scheduled for April 3rd.

6) Other Discussion

Bridget and Mark M. discussed signage in front of historic American elm stump at Bennett Park. The sign has faded since it was installed about 5 years ago and there have been wasp infestations around the tree stump which is located in a playground area. Bridget says Public Works is aware of the issues and can replace the sign.

7) The next Tree Board meeting is scheduled for April 3, 2024.

The meeting adjourned at 7:28 pm.

March 12, 2024 - Diversity Committee Meeting Minutes

Call to order: 4:17pm

Attendance: Karen, Ciara, Hazel, Dr. Williams, David, Tim, Dennis, Cpt. Washington.

Hazel moves to approve agenda

Brief land acknowledgment

New members greeted and welcomed

International Women's month recognized by city via proclamation

Moved to approve minutes from last minutes - Hazel 2nd - unanimous

Presentations:

Discussion of Interpretive Panel - David updates that the panel is in nearly finished form, sending out to Tim for entire committee, will get over to Parks and Rec. Hazel asked about having a public program - not ready to schedule until timeline is clearer.

Public Discussion:

None

Committee Discussion:

Dr. Williams discussed the civility townhall and an outline of the presentation. Set for April 18. Good to go 5-8pm at Meadowbrook. Looking for moderator and final panelist(s).

May need to pay for Eventbrite - $9.99 per event.

July town hall is anti-racism. Ian shared early plans and results of the initial meeting. Set for July 25 at Meadowbrook.

Juneteenth - Dr. Williams discussed new leadership getting involved including Destiny, Trudy, and Inga.

Johnson County DEI Coalition meeting - Karen discussed attending event. JOCO Library leadership was there to discuss their outreach events. Mentioned they had a behavioral norms document prepared. VIBE program was presented. How trying to get diverse candidates into the government.

Discussion of Charter and Mission Statement - Hazel will redline edit and will come back to this when Rachel can attend.

Vice Chair issue - Chi is willing to continue in this role, Ian moved to confirm, Ciara seconded, all voted in favor of a new one-year term for Chi in this role.

Adjourned at 5:28pm