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<http://pvkansas.com/livestreaming>

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, June 17, 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

- Police Meritorious Service Award – Officer Ben Overesch and K-9 Blitz
- Pride Month proclamation
- Presentation of 2023 Annual Comprehensive Financial Report (ACFR) – Gordon CPA, LLC
- Solid waste update – Tyler Riordan, Republic Services

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 June 17. Comments will be shared with Councilmembers prior to the meeting.

VIII. CONSENT AGENDA

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

By Staff:

1. Consider approval of regular City Council meeting minutes – June 3, 2024
2. Consider renewal of franchise agreement with Level 3 Telecom
3. Consider construction administration agreement with Trekk Design Group for 2024 CARS project and 2024 paving program

IX. COMMITTEE REPORTS

X. **MAYOR'S REPORT**

XI. **STAFF REPORTS**

XII. **OLD BUSINESS**

XIII. **NEW BUSINESS**

COU2024-39 Consider transfer of ownership of .24 acres of land at Shaffer Park
from Johnson County Parks and Recreation to the City of Prairie
Village
Wes Jordan / Alex Aggen

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

COU2024-40 Consider approval of an agreement with KERAMIDA to develop a
community climate action plan
Greg Shelton / Ben Bira, KERAMIDA

Preliminary 2025 budget presentation
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.

CITY OF PRAIRIE VILLAGE

LGBTQ+ Pride Month

WHEREAS, our nation was founded on the principle of equal rights for all people, but the fulfillment of its promise has been long in coming for many Americans. Some of the most inspiring moments in our history have arisen from the various civil rights movements that have brought one group after another from the margins to the mainstream of American society; and

WHEREAS, in the movement toward equal rights for the LGBTQ+ community, a historic turning point occurred on June 28, 1969, in New York City, with the onset of the Stonewall Riots. During these riots, LGBTQ+ citizens rose up and fought against the discriminatory criminal laws that have since been declared unconstitutional; and

WHEREAS, LGBTQ+ pride celebrations have taken place around the country every June to commemorate the beginning of the Stonewall Riots and pride in their community; and

WHEREAS, June is celebrated as LGBTQ+ Pride Month nationwide; and

WHEREAS, Prairie Village has a diverse LGBTQ+ community that includes people of all ethnicities, religions, and professions; and

WHEREAS, everyone should be able to live without fear of prejudice, discrimination, violence, and hatred based on race, religion, gender identity or sexual orientation.

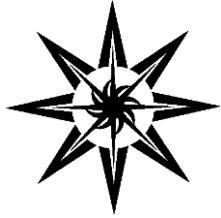
NOW THEREFORE, I, Eric Mikkelson, Mayor of Prairie Village, Kansas, do hereby proclaim June 2024 as

PRIDE MONTH

In the City of Prairie Village and urge all residents to respect and honor our diverse community and celebrate and build a culture of inclusiveness and acceptance.

Mayor Eric Mikkelson

Adam Geffert, City Clerk



ADMINISTRATION DEPARTMENT

Council Meeting Date: June 17, 2024

Presentation of 2023 Annual Comprehensive Financial Report (ACFR) - Gordon CPA, LLC.

Kansas statute (K.S.A. 75-1122) requires an annual audit of the City's financial records and transactions by independent certified public accountants. The 2023 audit was performed by Gordon CPA, LLC. The City prepares its financial statements in accordance with Generally Accepted Accounting Principles (GAAP) and annually prepares an Annual Comprehensive Financial Report (ACFR). For many consecutive years, the Government Finance Officers Association (GFOA) has awarded the City its Certificate of Achievement for Excellence in Financial Reporting for the ACFR.

Attached please find the Auditor's Communication with Those Charged with Governance letter to the Mayor and City Council. Sean Gordon, Principal, with Gordon CPA, LLC will make a brief presentation to the Governing Body. The full 2023 ACFR will be distributed to the Governing Body and posted to the website in the days following the presentation.

ATTACHMENTS:

- Auditor's Communication with Those Charged with Governance letter
-

Prepared by:

Jason Hannaman

Finance Director

Date: June 11, 2024

AUDITOR'S COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE
AT THE CONCLUSION OF THE AUDIT

Mayor and City Council
City of Prairie Village, Kansas

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Prairie Village, Kansas for the year ended December 31, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, (and, if applicable, *Government Auditing Standards* and the Uniform Guidance) as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note I to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended December 31, 2023. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

Management's estimate of accumulated depreciation is based on the straight-line method of depreciation. We evaluated the key factors and assumptions used to develop the accumulated depreciation in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimates of accrued compensated absences are based on a list of accumulated vacation and sick time through December 31, 2023, from the City's payroll system and calculations per the City's policy to permit employees to accumulate certain amounts of vacation and sick leave, which are discussed in Note 1.I. We evaluated the key factors and assumptions used to calculate the accrued compensated absences in determining that they are reasonable in relation to the financial statements taken as a whole.

The City operates a single employer defined benefit healthcare plan administered by the City to provide medical and pharmacy benefits to eligible retirees and their dependents. The City's estimates for the annual other postemployment benefit (OPEB) costs and liabilities related to this plan are based on the reports issued by an external actuary hired by the City. See Note 10. We reviewed these reports and obtained an understanding of the methods and assumptions used by the actuary, as well as evaluating the model used by the actuary for appropriateness and compliance with generally accepted accounting principles.

The City participates in a multiple-employer defined benefit other postemployment benefit (OPEB) which is administered by the Kansas Public Employees Retirement System (KPERS). The City's estimates for the annual OPEB costs and liabilities related to this plan are based on the reports issued by an external actuary hired by the State of Kansas. See Note 10. We reviewed these reports and obtained an understanding of the methods and assumptions used by the actuary, as well as evaluating the model used by the actuary for appropriateness and compliance with generally accepted accounting principles.

The City participates in a cost-sharing multiple-employer pension plan administered by the Kansas Public Employees Retirement System (KPERS). The City's estimates for costs, deferred outflows and inflows of resources, and liabilities related to this plan are based on reports issued by an external actuary hired by the State of Kansas. See Note 8. We reviewed these reports and obtained an understanding of the methods and assumptions used by the actuary, as well as evaluating the model used by the actuary for appropriateness and compliance with generally accepted accounting principles.

The City participates in the Prairie Village, Kansas Police Department Retirement Plan, a supplemental pension plan administered by the City. The City's estimates for costs, deferred outflows and inflows of resources, and liabilities related to this plan are based on reports issued by an external actuary hired by the City. See Note 8. We reviewed these reports and obtained an understanding of the methods and assumptions used by the actuary, as well as evaluating the model used by the actuary for appropriateness and compliance with generally accepted accounting principles.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 14, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City of Prairie Village, Kansas's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition of our retention.

Other Matters

We applied certain limited procedures to required supplementary information (RSI), which supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on supplementary information, including combining financial statements and schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction of Use

This information is intended solely for the use of the mayor, city council and management of the City of Prairie Village, Kansas, and is not intended to be, and should not be, used by anyone other than these specified parties.

Gordon CPA LLC

Certified Public Accountant
Lawrence, Kansas

June 14, 2023



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
JUNE 3, 2024**

The City Council of Prairie Village, Kansas, met in regular session on Monday, June 3, 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, Ian Graves, and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Keith Bredehoeft, Director of Public Works; Melissa Prenger, Public Works; City Attorney Alex Aggen, Hunter Law Group; Wes Jordan, City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Buom, Assistant City Administrator, Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Gallagher made a motion to approve the agenda as presented. The motion was seconded by Mr. Shelton and passed 10-0.

INTRODUCTION OF STUDENTS AND SCOUTS

There were no students or scouts present at the meeting.

PRESENTATIONS

- Mr. Dave Robinson read a proclamation declaring June 7, 2024, as National Gun Violence Awareness Day in Prairie Village.

PUBLIC PARTICIPATION

- Dennis Boody, 7639 Chadwick Street, and Lee Denny, 7740 Fairway Street, spoke in opposition to the effort to recall the Mayor.
- Pam Justus, 7637 Chadwick Street, stated her opposition to the proposed construction of a new city hall building and community center.
- Leon Patton, Ward 5, Jan Lane, Ward 1, and Tom Ward, 22 Coventry Court, spoke in opposition to proposed amendments to the City's zoning regulations.



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- Chris Thompson, 8710 Alhambra Street, shared his frustration with the service provided by the City's solid waste contractor, Republic Services.
- Paul Gorelick, 8050 Mohawk Street, thanked the Mayor, councilmembers and staff for their service to the City.
- Steve Snitz, 4310 W. 70th Terrace, spoke in favor of the effort to recall the Mayor.

CONSENT AGENDA

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

1. Consider approval of regular City Council meeting minutes - May 20, 2024
2. Consider an updated ordinance approving the Juneteenth Freedom Celebration event as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded public area of the event

Mr. Gallagher 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, Graves, Gallagher. The motion passed 10-0.

COMMITTEE REPORTS

- Ms. Selders stated that the Juneteenth Freedom Celebration would be held at Harmon Park on June 15.
- Mr. O'Toole noted that the Planning Commission would meet on June 4 to again consider proposed changes to the City's zoning code regulations. He added that comments had been received from numerous residents, which had been shared with commission members.
- Mr. Graves said that the Finance Committee had unanimously recommended approval of the proposed 2025 draft budget.

MAYOR'S REPORT

- The Mayor noted that he had attended an Urban Land Institute program recognizing the development of the Meadowbrook Park project with Mr. Bredehoeft on May 29.
- The Mayor shared the following upcoming events:
 - The Meadowbrook Park Festival on June 7
 - The United Community Services' Human Services Summit on June 12
 - The Mid-America Regional Council's annual regional assembly on June 14
- The Mayor also noted that the municipal pool complex had opened over Memorial Day weekend.



STAFF REPORTS

- Mr. Bredehoeft stated that the collection of storm debris from an area of the City that had been damaged by a tornado on May 19 had been completed, and that additional debris had also been collected from individual homes that experienced damage from a severe storm the following weekend.
- Mr. Hannaman reported that the 2025 budget that had been recommended for approval by the Finance Committee would be presented to the Council on June 17.
- Mr. Jordan said that he was working with representatives from Everygy to schedule a presentation on the company's infrastructure in the City at a future meeting. He also noted that he and Mr. Bredehoeft had been in communication with the YMCA to provide more information about its pro forma for the proposed community center project at the July 1 Council meeting.

OLD BUSINESS

None.

NEW BUSINESS

Discussion of public meeting and Planning Commission comments on city hall schematic design (Project BG510003)

Ms. Prenger provided a summary of comments received at the public meeting to discuss the proposed improvements that had been held on March 26, as well as those received from the Planning Commission at its April 2 meeting. She noted that approximately 91 people had attended the public meeting, at which information was provided by staff at four discussion stations and via video animations of the proposed plans. Thirty-one comment cards were completed, 17 of which stated opposition to the plan, five which were supportive but shared concern about cost, and nine in support of the project as presented.

Rick Wise with Clark and Enersen, the architect for the project, provided information about comments received from staff and the Planning Commission. He noted that staff had provided the following input:

- Investigate different staff parking lot layouts due to concerns with traffic flow
- Consider three large street trees along Mission Road to screen staff parking
- Consider internal pedestrian circulation for more practical routes between facilities

Mr. Wise said that in response to staff comments, an alternative design to relocate staff parking to the entrance driveway was being considered, as was the planting of trees along



Mission Road. He also noted that options were being considered to improve pedestrian circulation and efficiencies on sidewalks.

Mr. Wise next summarized recommendations made by the Planning Commission:

- Consider landscaping alternatives to reduce water usage
- Consider above-grade stormwater detention in lieu of below-grade solution
- Consider alternative city hall location and orientation
- Consider building material selection to create continuity in the municipal complex
- Consider access to emergency generators

He noted that the use of rain gardens and drought tolerant native plants were being considered to address the first point, but that due to limited available space, maintenance needs and safety concerns, it would be difficult to implement above-ground stormwater detention strategies. Further, additional locations for the new city hall building had been studied, with the proposed location being the most ideal based on the layout of the building as well as the addition that would be made to the existing building for municipal court. Lastly, Mr. Wise stated that a combination of new and old materials would be used on both buildings to provide continuity, and an access sidewalk to the generators would be added.

- Mr. Gallagher stated that he felt a grander entry was appropriate for the new city hall building. He also recommended that the overall cost could be reduced by removing the proposed Council meeting room.
- Mr. Selders said that she felt the look of the new building was too modern for Prairie Village.
- Mr. Dave Robinson asked whether a “heavy remodel” of the existing building, rather than new construction, could still be considered. Ms. Prenger stated that the heavy renovation option was not only comparable in cost to the construction of a new building, but would also have fewer improvements for the police department, and would require the relocation of staff for several months.
- Ms. Sharp asked how comments from citizens had been integrated into plans, adding that reducing the cost of the project would be preferable. She also noted that some of the design features, such as the number of restrooms and conference rooms, could be curtailed to cut costs. Mr. Wise said that no work had been done on the project since before the public meeting, and that if approved, the next step would be to incorporate comments from the public, staff and the Planning Commission into the design.
- Mr. Shelton asked how the construction of a new building would improve efficiencies. Ms. Prenger noted that operational costs due to heating and cooling,



electrical service and building material types would ultimately be less expensive over the lifetime of a new building than renovating the existing building.

After further discussion, Mr. Gallagher made a motion for the Council to approve the schematic design for design development purposes and to incorporate public, Council and staff comments to create a solution. The motion was seconded by Ms. Selders and passed 6-4, with Mr. Cole Robinson, Mr. O'Toole, Ms. Sharp and Mr. Agniel in opposition.

COU2024-38 Consider professional services supplemental #2 with Clark and Enersen for municipal complex improvements

Ms. Prenger said that Clark and Enersen was the architect of record for the Public Works facility after being chosen by the selection committee in August 2022. The original agreement for the municipal campus project was executed at the September 6, 2022, Council meeting in the amount of \$130,000 with supplemental agreement #1 approved in the amount of \$360,000 at the August 2023 Council meeting for a total of \$490,000. The second supplemental agreement for the project would include the design development phase, construction documents, bidding and construction administration for a fee of \$2,049,000, which would raise the maximum fee to \$2,539,000.

Ms. Prenger noted that approximately \$1,500,000 of funding was available in existing American Rescue Plan Act (ARPA) funds. The 2024 budget also included a \$1,150,000 transfer that was planned for municipal complex improvement expenses. Out of this available funding, the remaining \$549,000 for the supplemental agreement would be transferred to the CIP Fund for project tracking purposes.

Mr. Shelton made a motion to approve the professional services supplemental #2 agreement with Clark and Enersen for the municipal complex improvements project (BG510003) in the amount of \$2,049,000. The motion was seconded by Mr. Graves and passed 7-3, with Mr. O'Toole, Ms. Sharp, and Mr. Agniel in opposition.

COUNCIL COMMITTEE OF THE WHOLE

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

EXECUTIVE SESSION

At 7:55 p.m., Mr. Dave Robinson made the following motion:

"I move that the City Council recess its open meeting and convene in Executive Session at 8:00 p.m. for a total period of 30 minutes for the purpose of needed consultations with the City Attorney which would be deemed privileged in the attorney-client relationship, pursuant to K.S.A. 75-4319(b)(2), to have the City Attorney provide legal advice to the City Council concerning the interpretation of laws, legality, and concerns of potential decisions



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and actions which could be taken by the City itself at the City Council's direction and to reconvene the open session, in this room, at 8:30 p.m. The Governing Body, City Administrator, Deputy City Administrator, Assistant City Administrators, and City Attorney will be in attendance for this discussion relating to such legal advice."

The motion was seconded by Mr. Nelson and passed 10-0.

The open meeting resumed at 8:30 p.m.

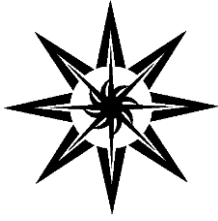
ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Council President Mr. Dave Robinson declared the meeting adjourned at 8:31 p.m.

Adam Geffert
City Clerk



ADMINISTRATION

City Council Meeting: June 17, 2024

Consider renewal of franchise agreement with Level 3 Telecom

Background:

City staff was contacted by Level 3 Telecom of Kansas City, LLC requesting renewal of the existing franchise agreement held by Xspedius Communications, which has since been acquired by Level 3. The current agreement, Ordinance No. 2078, was approved by Council on August 2, 2004. The City is charged with managing the utilities in the public right-of-way.

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

Attachments:

Ordinance No. 2496

Prepared By:

Adam Geffert

City Clerk

Date: June 12, 2024

ORDINANCE NO. 2496

AN ORDINANCE GRANTING TO LEVEL 3 TELECOM OF KANSAS CITY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ITS AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF PRAIRIE VILLAGE, KANSAS, AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.

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

SECTION 1. DEFINITIONS.

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

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

equipment comprising the Grantee's system located within the Public Right-of-Way, designed and constructed for the purpose of providing Telecommunications Services.

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

- m. “Telecommunications Services” - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received, as described in K.S.A. 12-2001(c)(9) and amendments thereto. For purposes of this Contract Franchise, the term Telecommunications Services shall not include the provision of Wireless Services as a Wireless Services Provider.
- n. “Wireless Infrastructure Provider” – means any person that builds or installs transmission equipment, wireless facilities or wireless support structures, but that is not a Wireless Services Provider, as described in K.S.A. 66-2019(b)(20).
- o. “Wireless Services” - means “personal wireless services” and “personal wireless service facilities” as defined in 47 U.S.C. § 332(c)(7)(C), including commercial mobile services as defined in 47 U.S.C. § 332(d), provided to personal mobile communication devices through wireless facilities or any fixed or mobile wireless services provided using wireless facilities, as described in K.S.A. 66-2019(b)(19).
- p. “Wireless Services Provider” - means a provider of Wireless Services, as described in K.S.A. 66-2019(b)(24).

SECTION 2. GRANT OF CONTRACT FRANCHISE.

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

- d. Grantee shall not provide any additional services for which a franchise is required by the City, including but not limited to services as a Wireless Services Provider, Wireless Infrastructure Provider, cable television provider, or video services provider, without first obtaining a separate franchise from the City or amending this Contract Franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Contract Franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573. Grantee represents and warrants that Grantee is a Telecommunications Local Exchange Service Provider and that Grantee shall utilize its rights under this easement solely for the purposes of providing Telecommunication Services as a Telecommunications Local Exchange Service Provider.
- e. This authority to occupy the Public Right-of-Way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

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

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

- e. All Facilities of Grantee shall be installed and maintained in accordance with all applicable federal, State and local laws, rules, and regulations, including, but not limited to, the City's applicable permit application and construction requirements for attachments to City Facilities, the City's adopted building and electrical codes, and the City Code and regulations and policies, including, but not limited to those relating to the construction and use of the Public Right-of-Way or other public property or private property, (collectively, the "Codes"). Grantee shall, at its own expense, make and maintain its Facilities in safe condition and good repair, in accordance with all Codes and Grantee shall replace, remove, reinforce or repair any defective Facilities.

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

- f. If requested by the City, in order to accomplish construction and maintenance activities directly related to improvements for the health, safety and welfare of the public, Grantee promptly shall remove its Facilities from the Public Right-of-Way or shall relocate or adjust its Facilities within the Public Right-of-Way at no cost to the City, providing such request binds all users of such Public Right-of-Way. Such relocation or adjustment shall be completed in a commercially reasonable timeframe set forth in any written request by the City for such relocation or adjustment, and mutually agreed upon by the parties. Any damages suffered by the City or its contractors as a result of Grantee's failure to relocate or adjust its Facilities at the agreed upon time, shall be borne by Grantee.
- g. Where a project referenced in the preceding subsection is primarily for private benefit (provided, however, that projects that are a part of a City-created tax increment financing or transportation development district are not considered primarily for private benefit), the City shall require, as a condition of its approval of any request for alteration of the Public Right-of-Way from any private party or parties, that such private party or parties shall reimburse Grantee for the cost of relocation. Grantee understands however that the City has no obligation to collect such reimbursement.

SECTION 4. COMPENSATION TO THE CITY.

- a. In consideration of this Contract Franchise, Grantee agrees to remit to the City a franchise fee of 5.00% of Gross Receipts. To determine the franchise fee, Grantee shall calculate the Gross Receipts and multiply such receipts by 5.00%. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract franchise shall continue to be based on a sum equal to 5.00% of Gross Receipts, unless the City notifies Grantee prior to ninety days (90) before the end of the calendar year that it intends to switch to an Access Line Fee in the following calendar year; provided, such Access Line Fee shall not exceed the maximum Access Line Fee allowed by Kansas Statute.

In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back; provided the City notifies Grantee prior to ninety days (90) before the end of the calendar year.

- b. Beginning January 1, 2019, and every thirty-six (36) months thereafter, the City, subject to the public notification procedures set forth in K.S.A. 12-2001(m), and amendments thereto, may elect to adopt an increased Access Line Fee or Gross Receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the Access Line Fee.
- c. Grantee shall pay on a quarterly basis, without requirement for invoice or reminder from the City, and within forty-five (45) days of the last day of the quarter for which the payment applies, franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- d. Upon written request by the City, but no more than once per quarter, Grantee shall submit to the City a statement, executed by an authorized officer of Grantee or his or her designee, showing the manner in which the franchise fee was calculated for the period covered by the payment.
- e. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.
- f. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee, as provided in K.S.A. 12-2001(b). Grantee shall fully cooperate in making reasonably available its relevant records and otherwise assisting in these activities as is necessary for City to reasonably verify the correctness of the franchise fees paid by Grantee in the year subject to audit. Grantee agrees that, where it is required to remit additional franchise fees as a result of an audit, it agrees to pay interest as provided in Section 4(c) required for late payment on such additional franchise fees computed from the date on which such additional franchise fees were due and payable.
- g. Unless previously paid, within sixty (60) days after the Effective Date of this Contract Franchise, Grantee shall pay to the City a one-time application fee of One Thousand Dollars (\$1,000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract Franchise.
- h. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and amendments thereto. The franchise fee is compensation for use of the Public Right-of-Way and shall in no way be deemed a tax of any kind.
- i. Pursuant to K.S.A. 12-2001(n), the City is hereby exercising its option to require Grantee to collect and remit an Access Line (franchise) Fee or Gross Receipts (franchise) fee to the City on those Access Lines resold to another Telecommunications Local Exchange Service Provider. Accordingly, Grantee shall remit an Access Line (franchise) Fee or a Gross Receipts (franchise) fee to the City on those Access Lines that have been resold to another

Telecommunications Local Exchange Service Provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a contract franchise ordinance. Such Access Line (franchise) Fee or Gross Receipts (franchise) fee shall be in the same amount or percentage as the franchise fee set forth in subsection 4.a. hereinabove. Grantee shall notify the City in writing within seven (7) business days after the completion of any agreement or other transaction through which Grantee agrees to allow another Telecommunications Local Exchange Service Provider to resell Grantee's services; provided, however, Grantee shall not be required to disclose any information considered confidential or proprietary.

- j. The City acknowledges and agrees that, Grantee does not owe any franchise fee or any other amounts to the City under any prior franchise agreement or ordinance between the City and Grantee or Grantee's predecessors-in-interest.

SECTION 5. INDEMNITY AND HOLD HARMLESS.

- a. It shall be the responsibility of Grantee to take adequate measures to protect and defend its Facilities in the Public Right-of-Way from harm or damage. If Grantee fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 *et seq.*, it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their gross negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's Facilities.
- b. Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the degree that it is found by a court of competent jurisdiction to be caused by the negligence, gross negligence or wrongful act of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public Right-of-Way.
- c. The indemnity provided by this Section does not apply to any liability to the extent such liability results from the negligence of the City, its officers, employees, contractors or subcontractors. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity.
- d. Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the Public Right-of-Way.

SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND.

- a. During the term of this Contract Franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed, authorized, or permitted to do business in the State of Kansas. Grantee shall provide not less than the following insurance:
 - (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
 - (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims-made basis, with a limit of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury (including death), personal injury and property damage. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Contract Franchise.
- b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide the coverage provided in Section 6(a) above, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.
- c. Grantee shall, as a material condition of this Contract Franchise, prior to the commencement of any work and upon any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance reasonably satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed. Grantee will provide notice to the city not less than sixty (60) days prior to any insurance cancellation or material change with respect to areas and entities covered without first giving the City sixty (60) days prior written notice. Grantee shall provide to the City, on request, the policy declarations page and a certified copy of the policy in effect, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.
- d. Grantee shall, as a material condition of this Contract Franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of \$50,000.00, payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Public Right-of-Way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City in form and substance. At Grantee's election, any performance bond previously provided by Grantee to the City under City Ordinance No. 2078 (2004) (granted to Grantee's predecessor in interest, Xspedius Communications) may be applied to its obligations, in whole or in part, under this paragraph.

SECTION 7. REVOCATION AND TERMINATION.

In case of failure on the part of Grantee to comply with any of the provisions of this Contract Franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract Franchise, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this Contract Franchise shall be deemed revoked or terminated, provided

that said revocation or termination, shall not take effect until the City has completed the following procedures:

- a. Before the City proceeds to revoke and terminate this Contract Franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Contract Franchise.
- b. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Contract Franchise by an affirmative vote of the City Council present at the meeting and voting, setting out the grounds upon which this Contract Franchise is to be revoked and terminated; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the governing body's consideration, and shall have the right to address the governing body regarding such matter. Furthermore, if the nature of the default is such that it cannot be reasonably cured within the above said sixty (60) day period, but in good faith Grantee has timely commenced its cure and is diligently prosecuting the completion of the same, Grantee shall be given a commercially reasonable additional period of time to complete its cure.
- c. Upon any determination by the City Council to revoke and terminate this Contract Franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Contract Franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Contract Franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract Franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.

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

SECTION 8. RESERVATION OF RIGHTS.

- a. The City specifically reserves its right and authority as a customer of Grantee and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient Telecommunications Services and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.
- b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas (including but not limited to the City's "home rule" authority), nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

- d. In entering into this Contract Franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract Franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances-and/or rulings.

SECTION 9. FAILURE TO ENFORCE.

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

SECTION 10. TERM AND TERMINATION DATE.

- a. This Contract Franchise shall be effective for a term beginning on the Effective Date (defined below) of this Contract Franchise and ending on that date which is ten (10) years thereafter. Thereafter, this Contract Franchise will renew for two (2) additional one (1) year terms, unless either party notifies the other party of its intent to terminate this Contract Franchise at least one hundred and eighty (180) days before the termination of the then-current term. The additional term shall be deemed a continuation of this Contract Franchise and not as a new franchise or amendment.
- b. Upon written request of either the City or Grantee, this Contract Franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract Franchise granted to Grantee or the compensation to be received by the City hereunder.
- c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire Contract Franchise. In the event of such invalidity, if Grantee is required by law to enter into a Contract Franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract Franchise.
- d. Amendments under this Section, if any, shall be made by Contract Franchise ordinance as prescribed by statute. This Contract Franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this Section.
- e. In the event the parties are actively negotiating in good faith a new Contract Franchise ordinance or an amendment to this Contract Franchise upon the termination date of this Contract Franchise, the parties by written mutual agreement may extend the termination date of this Contract Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract Franchise and not as a new contract franchise ordinance or amendment.

SECTION 11. POINT OF CONTACT AND NOTICES.

Emergency notice by the City to Grantee may be made by telephone to the Lumen Network Operations Center at (877) 453-8353. Emergency notice by Grantee to the City may be made by telephone to the City Administrator or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery or by depositing such notice in the U.S. Mail, Certified Mail, return receipt requested. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. "Business day" for purposes of this section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

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

To Grantee:
Level 3 Telecom of Kansas City, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021
Attn: NIS/ROW

With a copy to:

Level 3 Telecom of Kansas City, LLC
931 14th Street
Denver, CO 80202
Attn: Law Department

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

SECTION 12. TRANSFER AND ASSIGNMENT.

This Contract Franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to a wholly owned parent or subsidiary, or between wholly owned subsidiaries, or to an entity with which Grantee is under common ownership or control, upon written notice to the City. In the event of any transfer or assignment of either this Contract Franchise or Grantee's business or assets, Grantee shall: timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. Additionally, Grantee's obligations under this Contract Franchise with regard to indemnity, bonding and insurance shall continue until the transferee or assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment. In the event an entity acquires substantially all of the assets of Grantee, said successor entity shall be allowed to operate under this Contract Franchise for up to one hundred and eighty (180) days from the date of transfer; provided, within thirty (30) days from the date of transfer said successor entity makes application with the City for either a new ordinance or the transfer of this Contract Franchise, and provides the City with written evidence satisfying the obligations under this Contract Franchise with regard to indemnity, bonding and insurance.

SECTION 13. CONFIDENTIALITY.

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

the City, at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Contract Franchise.

SECTION 14. ACCEPTANCE OF TERMS.

Grantee shall have sixty (60) days after the final passage and approval of this Contract Franchise to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Contract Franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Contract Franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the state of Kansas, and such contract shall be deemed effective on the later of the date Grantee files acceptance with the City or publication of this Contract Franchise in accordance with applicable Laws (the “Effective Date”). This Contract Franchise sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter, including but not limited to City Ordinance No. 2078 (2004).

SECTION 15. PAYMENT OF PUBLICATION COSTS.

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

SECTION 16. SEVERABILITY.

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

SECTION 17. FORCE MAJEURE.

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

SECTION 18. PUBLICATION.

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

PASSED by the City Council of the City of Prairie Village, Kansas on _____, 2024.

APPROVED by the Mayor on _____, 2024.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric T. Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

Alex Aggen, City Attorney



PUBLIC WORKS DEPARTMENT

Consent Agenda: June 17, 2024

CONSIDER CONSTRUCTION ADMINISTRATION AGREEMENT WITH TREKK DESIGN GROUP FOR 2024 CARS PROJECT AND 2024 PAVING PROGRAM

RECOMMENDATION

Move to approve the construction administration agreement with TREKK Design Group for 2024 Cars Project and 2024 Paving Program in the amount of \$195,949.75.

BACKGROUND

The City complements its own construction inspection forces with consultant inspectors every year. We are moving forward with a large amount of varied construction needs this season and TREKK has been utilized with previous construction programs allowing for a seamless transition while city inspection forces are continuing with ongoing projects.

TREKK was selected with 2 other firms to provide inspection services through 2018. TREKK was not utilized under this selection until 2019. Their staff has remained essentially the same during this timeframe working with city forces to deliver a high level of service to our residents. The Governing Body has approved their continued use based on their retained knowledge of Prairie Village design and customer service standards.

This contract will include construction administration services for the 2024 CARS construction project - Nall Avenue from 67th Street to 75th Street (NAAV0005) construction project and the 2024 Paving Program (PAVP2024)

The total construction cost for the Nall Avenue project will be about \$2,775,000. The fee was negotiated with TREKK to be \$145,949.75 or 5.3% of construction costs. This is a reasonable percentage of construction for dedicated inspection.

The total construction cost for PAVP2024 is \$3,060,000 and the fee is \$50,000 or 1.6% of construction costs. This is reasonable for the inspection support we anticipate for TREKK to provide to our City inspection staff.

FUNDING SOURCE

Funding for the Nall Avenue project will be transferred into NAAV0005 from PAVP2023. PAVP2023 has monies available for this transfer. PAVP2024 has funds available for inspection services.

NAAV0005	\$145,949.75
PAVP2024	\$ 50,000.00

ATTACHMENTS

1. Agreement with TREKK Design Group

PREPARED BY

Cliff Speegle, Senior Project Manager

June 11, 2024

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

For

CONSTRUCTION ADMINISTRATION

For

2024 CARS AND PAVING PROGRAMS

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**”, and TREKK Design Group, LLC, a Kansas corporation with offices at 1411 E. 104th Street, Kansas City, MO, 64131, hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for Construction Administration of 2024 CARS AND PAVING PROGRAMS 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 - RESPONSIBILITIES OF THE CITY

The CITY designates Clifton Speegle, Senior Project Manager as CITY representative with respect to this Agreement. Mr. Speegle shall have the authority to transmit instructions, receive information, interpret and define the policies of the CITY, make decisions relevant to the services of the CONSULTANT.

The CITY shall do the following in a timely manner:

1. Make available to the CONSULTANT all existing data and records relevant to the Project, including but not limited to, maps, plans, correspondence, data and previous reports and studies possessed by the CITY.
2. Approve all criteria and information as to the requirements of the CITY for the Project, including objectives and constraints, performance requirements, and budgetary limitations.
3. Review and approve all correspondence transmitted and forms used by the CONSULTANT relative to this Project.
4. Review for approval all submittals such as change orders and payment requests by the CONSULTANT.

ARTICLE II - RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT designates Katie Schleicher as Construction Manager, who shall direct the related construction inspection and administration services in all phases of the Project to which this Agreement applies. The Construction Manager shall serve as the prime professional on this Project and shall be the prime contact with the Senior Project Manager.

The standard of care for all professional consulting services and related construction inspection and administration 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 profession, practicing under similar conditions at the same time and in the same locality.

The Construction Manager shall act as CITY representative to the extent and limitations of the duties, responsibilities and authority as assigned herein and shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CITY instructions to Contractor will be issued through Construction Manager, who shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.

The Construction Manager shall conduct a pre-construction meeting, which will include the Senior Project Manager, Contractor, utility companies and any appropriate government agency partied with the CITY prior to commencement of Work at the Site.

The Construction Manager shall coordinate with the Contractor on the taking of digital, pre-construction pictures.

The Construction Manager shall make visits to the site at intervals appropriate to the various stages of construction, as Construction Manager deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Construction Manager are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Construction Manager herein, but rather are to be limited to selective checking, selective sampling, and similar methods of observation of the Work based on Construction Manager's exercise of professional judgment. Based on information obtained during such visits and such observations, Construction Manager will determine if Contractor's work is proceeding in accordance with the Project Manual, and Construction Manager shall keep CITY informed of the progress of the Work.

The purpose of Construction Manager visits to the Site of the Project will be to enable Construction Manager to carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase. By the exercise of Construction Manager's efforts as an experienced and qualified construction professional, the Construction Manager will provide for CITY a greater degree of confidence that the completed Work will conform in general to the Project Manual and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual has been implemented and preserved by Contractor. Construction Manager shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Construction Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Construction Manager neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Project Manual.

The Construction Manager shall have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Construction Manager believes that such work will not

produce a completed project that conforms generally to the Project Manual or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

The Construction Manager shall issue necessary clarifications and interpretations of the Project Manual as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Project Manual. Construction Manager may issue Field Orders authorizing minor variations of work that neither increase the Time for Completion nor have a value of more than \$1,000 from the requirements of the Project Manual.

The Construction Manager shall recommend Change Orders and Field Orders to Senior Project Manager, as appropriate, and prepare Change Orders and Field Orders as required.

The Construction Manager shall review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Project Manual and compatibility with the design concept of the completed project as a functioning whole as indicated in the Project Manual. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Construction Manager has an obligation to meet any Contractors submittal schedule that has earlier been acceptable to Construction Manager.

The Construction Manager and Senior Project Manager shall evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor.

The Construction Manager shall require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Project Manual. The Construction Manager's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Project Manual and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Project Manual. The Construction Manager shall be entitled to rely on the results of such tests.

The Construction Manager shall render formal written recommendations on all claims of CITY and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Project Manual pertaining to the execution and progress of the Work.

The Construction Manager shall:

1. Review the Contractor's monthly Applications for Payment to determine it represents the work accepted and is mathematically correct. Construction Manager will provide recommendation for payment to the Senior Project Manager. Such recommendations of payment will be in writing and will constitute Construction Manager representation to the CITY, based on such observations and review, that, to the best of Construction Manager knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon completion, to the results of any subsequent tests called for in the Project Manual and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Construction Manager responsibility to observe the Work. In the case of unit price work, the Construction Manager recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Project Manual). The responsibilities of Construction Manager are expressly subject to the limitations set forth herein.

2. By recommending any payment, it will also not impose responsibility on Construction Manager to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price. However, the Construction Manager shall obtain from the Contractor documentation in approved form with the payment request to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

The Construction Manager shall receive and review maintenance and operating instructions, schedules, and guarantees that will be given to the Senior Project Manager.

The Construction Manager shall receive and deliver to the Senior Project Manager bonds, certificates, or other evidence of insurance not previously submitted and required by the Project Manual, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided herein, and the annotated record documents which are to be assembled by Contractor in accordance with the Project Manual to obtain final payment.

Construction Manager shall transmit to Senior Project Manager promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use. In company with Senior Project Manager and Contractor, the Construction Manager shall conduct an inspection to determine if the Work is Complete. If after considering any objections, the Construction Manager shall deliver a certificate of Completion to Senior Project Manager and Contractor.

Accompanying the recommendation for final payment, Construction Manager shall provide proper notice that the Work is acceptable to the best of the Construction Manager knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by Construction Manager for final payment to Contractors.

The Construction Manager shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Construction Manager shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Project Manual.

Construction Manager shall furnish assistants, and other field staff to assist Construction Manager to provide more extensive observation of Contractor's work by observing progress and quality of the Work. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the assistants and other field staff, Construction Manager shall provide protection against defects and deficiencies in the Work.

The duties and responsibilities Construction Manager are as follows:

- 1 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 2 Serve liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Project Manual.
- 3 Obtaining from CITY additional details or information, when required for proper execution of the Work.

- 4 Report when clarifications and interpretations of the Project Manual are needed and transmit to Contractor clarifications and interpretations.
- 5 Record date of receipt of Samples and approved Shop Drawings.
- 6 Receive and examine Samples, which are furnished at the Site by Contractor.
- 7 Review material test reports and inform Senior Project Manager and Contractor of results not meeting specifications. The Construction Manager shall make appropriate recommendations to address results not meeting specifications.
- 8 Advise the Contractor prior to the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal that the submittal has not been received or approved by Construction Manager.
- 9 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions. Transmit to Contractor in writing decisions as issued by Construction Manager.
- 10 Conduct on-Site observations of Contractor's work in progress to determine if the Work is in general proceeding in accordance with the Project Manual.
- 11 Report any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Project Manual or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Project Manual, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise of that part of work in progress that the Construction Manager believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 12 Consult with Contractor in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- 13 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY personnel, and that Contractor maintains adequate records thereof.
- 14 Observe, record, and report appropriate details relative to the test procedures and systems start-ups.
- 15 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections.
- 16 Maintain orderly files for correspondence, reports of job conferences, reproductions of original Project Manual including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Project Manual, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- 17 Prepare a daily report recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Senior Project Manager.

- 18 Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 19 Maintain records for use in preparing Project documentation.
- 20 Upon completion of the Work, furnish original set of all Project documentation to Senior Project Manager.
- 21 Furnish to Senior Project Manager periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 22 Draft and recommend to Senior Project Manager proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 23 Furnish copies of all inspection, test, and system start-up reports.
- 24 Immediately notify Senior Project Manager of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 25 Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Senior Project Manager, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 26 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Project Manual, and have these documents delivered to Senior Project Manager for review prior to payment for that part of the Work.
- 27 Participate in a Completion inspection, assist in the determination of Completion and the preparation of lists of items to be completed or corrected.
- 28 Participate in a final inspection in the company of Senior Project Manager, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- 29 Observe whether all items on the final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work.

The Construction Manager shall not:

- 1 Exceed limitations of CONSULTANT authority as set forth in the Agreement or the Project Manual.
- 2 Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Project Manual.

- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY or Contractor.
- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

The Construction Manager is expected to conduct himself/herself at all times in such a manner as to reflect credit upon himself/herself and the CITY they represent. It is expected that the Construction Manager will be suitably dressed for the work, and he/she will be clean and neat enough to be a suitable representative of the CITY to the Contractor and the public. The Construction Manager will be pleasant, courteous and business-like in meeting the public. He/She is helpful and considerate to answer questions asked by the public. If the Construction Manager cannot clearly answer the question, the Construction Manager should refer the questioner to the Senior Project Manager.

The Construction Manager will not engage in controversial activities relative to the project in public, particularly if it involves public speaking, public debate, public media, etc. All written communications intended for publication that relate to the project must be approved by the Senior Project Manager.

Keeping accurate records and reports is a very important function of the Construction Manager. These records are necessary for a number of reasons. Some of the most common reasons for these records and their use as references are as follows:

1. Accounting for quantities for periodic progress payments and extra work under cost plus change order procedures
2. Verify actions and decisions of the Construction Manager
3. Report job status and site conditions of an accident or liability claim
4. Clarify the continuity of project contract time, such as working days, delays, and weather.
5. Responses to inquiries and complaints
6. Evidence in legal action

The basic reporting medium is the Daily Report. It is a continuing report of the job progress and provides an adequate record of each day's progress and activities. The record of activities should be reported in the sequence that they take place. Each report should be brief but at the same time be complete, clear and factual and include all work accomplished by the Contractor, as well as pertinent related information. The report should answer "who did what, when, where, how and how much". Abbreviations are acceptable as long as their meanings are not confusing and have a common acceptance.

A checklist of items contained in the Daily Report is as follows:

Typical entries for general information -

1. All reports shall show the CITY Project number and title and the CARS or SMAC project number
2. All entries shall be printed in black ink or computer generated
3. Detail the Construction Manager hours on the jobsite
4. Record weather conditions such as "sunny, temperature, precipitation type and amount (light, moderate, heavy)"
5. Complete the report the same day
6. Label the report using the consecutive numbers
7. Note any written or verbal instructions given to the Contractor
8. Note any non-compliance issued for the job

9. Record any unsatisfactory or non-compliant work and corrective actions taken
10. Report all job incidents involving the public such injuries, damages to property and equipment, safety conditions
11. Record the type, frequency and person providing testing
12. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
13. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
14. Record any important visitors to the project and their nature of business
15. Sign and date the report
16. Send copy of report to Senior Project Manager

Typical entries for subgrade work -

1. Name of Contractor doing the work
2. Location and results of compaction tests completed and name of the testing laboratory
3. Limits of rough grade, cuts and fills
4. Thickness and type of material placed and compacted
5. Conformance with final grade specifications

Typical entries for curb, gutter, sidewalk and driveway work -

1. Name of Contractor doing the work
2. Station to station limits of forms placed when concrete is not placed the same day
3. Station to station limits of concrete placed, type of concrete and additives, number of cubic yards placed, source of concrete and copy of delivery ticket
4. Type and size of curb and gutter
5. Width and thickness of sidewalk
6. Width and thickness of driveways
7. Number and location of concrete tests for slump, cylinders taken, and name of testing laboratory

Typical entries for paving work -

1. Name of Contractor doing the work
2. Identification of milling, paving and roller equipment used
3. Source and type of material
4. Station to station and width limits of pavement placed, method of laying, material type,, thickness, and weight of material laid based on delivery tickets
5. Number and location of temperature of material at delivery tests, density tests and name of testing laboratory

Typical entries for storm drains -

1. Station to station limits of excavation, pipe laid (including size and type), bedding material, backfill material and compaction method
2. Number and location of structure by type, backfill material and compaction method
3. Location of utility conflicts and resolution
4. Method of restoration, , compaction method and density test
5. Method of restoration, sidewalks, lawns
6. Televised inspection, dates and results

A primary responsibility of the Construction Manager is to have a working knowledge of the controlling regulations, codes and directives dealing with the public convenience, public safety and construction safety. Though jobsite safety is contractually the Contractor's responsibility, the Construction Manager should immediately report all unsafe conditions or practices to the proper authority. However, if in the opinion of the Construction Manager, the precautions taken by the Contractor are found to be

insufficient or inadequate in providing job or public safety at any time, the Construction Manager shall notify the Senior Project Manager.

The Construction Manager is expected to wear suitable clothing and protective gear on the jobsite. Hard hats must be worn at all times there is a danger of falling and flying material. Approved reflective vests must be worn for high visibility in close proximity to traffic and moving equipment. Clothing and protective gear should clearly identify the Construction Manager.

Good housekeeping and sanitary provisions are the responsibility of the Contractor. The Contractor is responsible for public and private property and shall take every reasonable precaution to avoid damage by the construction activities. Throughout all phases of construction, the rubbish and debris on a project shall be held to a minimum and confined to organized disposal and storage areas. Dust nuisance is to be held to a minimum. The Contractor's equipment and construction activities shall not contribute to air pollution by excessively discharging smoke, exhaust and other contaminants in such quantities to be a nuisance and violation of contract. The Construction Manager shall record such unacceptable conditions in the Daily Report.

The responsibility of safe and proper handling of traffic rests with the Contractor. The Construction Manager shall see that the Contractor provides proper handling of traffic as required by the contract and shall notify the Contractor to correct any potentially dangerous situation that exists. The section of the Manual of Uniform Traffic Control Devices (MUTCD) titled *Work Area Traffic Control Handbook* sets forth the principle and standards in order to provide safe and effective work areas and to warn, control, protect and expedite vehicular and pedestrian traffic through the construction project. The MUTCD by reference is part of the Contractor's construction documents. The Construction Manager shall refer to this document when monitoring and coordinating traffic handling with the Contractor. The Construction Manager shall record such unacceptable conditions in the Daily Report.

The Construction Manager are directed to avail themselves of the *Public Works Inspector' Manual*, latest edition published by the BNi Building News and available through the American Public Works Association. The manual is a complete operational and technical guidebook for inspecting all types of public works construction. The manual is the standard by which the CITY expects the Construction Manager to meet and is part of this Agreement.

ARTICLE III - COMPENSATION

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of \$195,949.75 for the scope of services as specified herein unless modified by Change Order. CONSULTANT current Hourly Rate Schedule is attached as Exhibit A.

The CONSULTANT may submit an invoice on a monthly basis from an estimate of Services or upon the completion of services. The CONSULTANT shall bill reimbursable expenses, which are beyond all fees for professional services, with a multiplier of 0. Reimbursable items shall be as follows:

- a. Final plots and printing for construction or as requested by the CITY except as outlined in the scope of services (printing and plotting for the CONSULTANT in-house use is not a reimbursable expense)
- b. Project Mileage
- c. Delivery Charges

All billings must be submitted by the fifteenth day of the month for all services rendered in the previous month. The CONSULTANT will invoice the CITY on forms approved by the CITY. All properly prepared invoices will include a documented breakdown of expenses incurred.

Both parties may submit an Engineering Change Order for major changes in scope, character, delays or complexity of Services. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward. The Engineering Change Order shall be signed by the CITY and the CONSULTANT prior to the CONSULTANT proceeding with any work covered by this Agreement.

ARTICLE IV - GENERAL PROVISIONS

Times for Rendering Services: The CONSULTANT services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Services through completion. Specific periods of time for rendering services are set forth in Article IV, Time Schedule, in this Agreement, by which time defined services are to be completed. If such periods of time are changed through no fault of the CONSULTANT, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment.

Opinions of Probable Cost: In providing opinions of probable cost, the CITY understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs, if included herein, are to be made based on the CONSULTANT qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Change in Scope: The scope of work described in Article I Scope of Services, shall be subject to modification or supplement upon the signing of an Engineering Change Order by the CITY and the CONSULTANT. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

In event the CITY consents to, allows, authorizes or approves of changes to the construction documents prepared by the CONSULTANT, and these changes are not approved in writing by the CONSULTANT, the CITY recognizes that such changes and the results thereof are not the responsibility of the CONSULTANT. Therefore, the CITY agrees to release the CONSULTANT from any liability arising from the construction, use, or result of such changes. In addition, the CITY agrees to indemnify and hold the CONSULTANT harmless from any damage, liability or cost arising from such changes.

Reuse of Documents: All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement ("Plans") shall become the property of City. City agrees that if such Plans are ever used in connection with another project in which the Consultant is not providing civil engineering services or for completion of the Project by others, all references to the Consultant or any subconsultant, including seals, shall be removed from the Plans before use on said project. 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 sole risk and without liability to the Consultant. To the extent permitted by law, 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 Plans. 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.

Insurance: The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000

each employee, \$500,000 policy limit; (b) 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; (c) 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; (d) 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. In addition, Consultant agrees to require all consultants and subconsultants 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.

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 or coverage reduced 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 Agent shall be waived. CONSULTANT insurance policies shall be endorsed to indicate that CONSULTANT insurance coverage is primary and any insurance maintained by City or CITY Agent is non-contributing.

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 agent, and other specified interests as additional insureds thereunder.

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 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.

6.4 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).

6.5 Termination for Convenience: The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant 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. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization

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

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 subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for CITY reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

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.

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.

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.

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.

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.

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

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

CITY:

CITY OF PRAIRIE VILLAGE, KS

CONSULTANT:

TREKK Design Group, LLC

By: _____

Eric Mikkelson

Mayor

By: _____

Kimberly Robinett

Managing Member

Address for giving notices:

CITY of Prairie Village
7700 Mission Road
Prairie Village, Kansas, 66208
913-381-6464

Address for giving notices:

TREKK Design Group, LLC
1411 E. 104th Street
Kansas City, MO 64131
816-874-4655

ATTEST:

Adam Geffert, City Clerk

APPROVED BY:

Alex Aggen, City Attorney

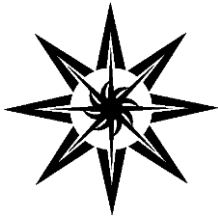
NALL AVE
67H STREET TO 75TH STREET

	CLASS.	NAME	HOURS	RATE	EXTENSION
Pre-CONSTRUCTION					
	Sr Engr	R. Post	0	\$ 230.00	\$ -
	PM	K. Schleicher	4	\$ 153.00	\$ 612.00
	Const Insp	A. Hagan	2	\$ 130.00	\$ 260.00
	Phase Total Hrs		6		\$ 872.00
CONSTRUCTION					
	Sr Engr	R. Post	0	\$ 230.00	\$ -
	PM	K. Schleicher	80	\$ 153.00	\$ 12,240.00
	Const Insp	A. Hagan	1000	\$ 130.00	\$ 130,000.00
	Admin	A. Torres	8	\$ 105.00	\$ 840.00
	Phase Total Hrs		1088		\$ 143,080.00
SUMMARY					
	Sr Engr	R. Post	0		
	PM	K. Schleicher	84		
	Const. Engr	A. Hagan	1002		
	Admin	A. Torres	8		
	Total Project Hrs		1094		\$ 143,952.00
	TOTAL LOADED LABOR				\$ 143,952.00
	DIRECT EXPENSES				
	3,050 Miles @ \$0.655/mile				\$ 1,997.75
	ESTIMATED TOTAL COST				\$ 145,949.75

CITY OF PRAIRIE VILLAGE, KS

2024 PAVING PROGRAM
FEE ESTIMATE WORKSHEET

	CLASS.	NAME	HOURS	RATE	EXTENSION
Pre-CONSTRUCTION					
	Sr Engr	R. Post	0	\$ 230.00	\$ -
	PM	K. Schleicher	4	\$ 153.00	\$ 612.00
	Const Insp	A. Hagan	2	\$ 130.00	\$ 260.00
	Phase Total Hrs		6		\$ 872.00
CONSTRUCTION					
	Sr Engr	R. Post	0	\$ 230.00	\$ -
	PM	K. Schleicher	40	\$ 153.00	\$ 6,120.00
	Const Insp	A. Hagan	320	\$ 130.00	\$ 41,600.00
	Admin	A. Torres	4	\$ 105.00	\$ 420.00
	Phase Total Hrs		364		\$ 48,140.00
SUMMARY					
	Sr Engr	R. Post	0		
	PM	K. Schleicher	44		
	Const. Engr	A. Hagan	322		
	Admin	A. Torres	4		
	Total Project Hrs		370		\$ 49,012.00
	TOTAL LOADED LABOR				\$ 49,012.00
	DIRECT EXPENSES APPROXIMATELY 1500 Miles @ \$0.655/mile				\$ 988.00
	ESTIMATED TOTAL COST				\$ 50,000.00



ADMINISTRATION

Council Meeting Date: June 17, 2024

COU2024-39: Consider Transfer of Ownership of .24 Acres of Land at Shaffer Park from Johnson County Park and Recreation to the City of Prairie Village.

BACKGROUND

In 2004, Johnson County Park and Recreation purchased an existing home that was for sale beside Prairie Park (now Shaffer Park) at 6830 Mission Road. The City entered into an interlocal agreement to lease the property in order to expand Prairie Park. Johnson County Park and Recreation would now like to transfer ownership of the .24 acres to the City with the understanding the greenspace would be continued for use as a park.

SUGGESTION MOTION

Move to accept transfer of ownership of park land at Shaffer Park from JCPRD.

Attachment(s): Real Estate Agreement

PREPARED BY

Wes Jordan
City Administrator
Date: June 10, 2024

REAL ESTATE AGREEMENT
PRK-2024-__

THIS REAL ESTATE AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____, 2024 ("Effective Date"), by and between THE CITY OF PRAIRIE VILLAGE, KANSAS, ("City") and JOHNSON COUNTY PARK AND RECREATION DISTRICT, ("JCPRD") (Seller and Buyer are, individually, "Party" and, collectively, "Parties").

BACKGROUND

- A. JCPRD owns and operates public parks within Johnson County, Kansas; and
- B. City owns and operates public parks within its City limits; and
- C. JCPRD owns approximately 0.24 acres of land located within City limits having an address of 6840 Mission Road, Prairie Village, Kansas 66208 ("Land"); and
- D. Pursuant to the Lease dated April 21, 2004 ("Lease"), City leases the Land from JCPRD to operate it as a public park and has constructed park improvements used by the public commonly referred to as Shaffer Park by the City ("Park");
- E. JCPRD desires to transfer to City and the City desires to accept from JCPRD the Land pursuant to K.S.A. 19-2868 and the terms set forth in this Agreement ("Transaction").

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. Statutory Conditions. JCPRD and the City undertake the Transaction for conveyance of the Land from JCPRD to the City pursuant to K.S.A. 19-2868. K.S.A. 19-2868(i) provides:

The [JCPRD] board may by proper conveyance exchange, transfer, sell, or lease any tract of district land with or without improvements to the state of Kansas, a political subdivision thereof, or an agency of the United States government, if the board determines that such property can properly be maintained and operated as park, playground, or recreational facilities by such governmental agency, or that such property may be utilized in whole or part in a contract with said governmental agencies in, on, or around other property of such governmental units, all or any part of which is located within boundaries of such district. [Emphasis added.]

The City, therefore, acknowledges and agrees to accept the Land subject to the restrictions set forth in K.S.A. 19-2868(i) and further agrees the City shall maintain and operate the Land as the Park or for park or playground purposes or recreational facilities only. The Land is within the boundaries of the City.

Section 2. Property Transfer. JCPRD hereby agrees to transfer to City its right, title, and interest in the Land, as more accurately described on Exhibit A, as a matter of gift in exchange for \$0.00. JCPRD shall transfer and City shall accept JCPRD's interest in the Land to City by quitclaim deed in substantially the form attached to and incorporated in this Agreement marked as Exhibit B ("Deed"). JCPRD makes no representations and warranties with respect to the Land or the Park improvements installed by the City on the Land. City agrees JCPRD will transfer the Land in as-is, where-is condition with all faults.

Section 4. Termination of Lease. City and JCPRD hereby agree to terminate the Lease for the Park on the Land. Upon recordation of the Deed, the Lease will be of no further effect and City and JCPRD release the other from any further rights or obligations under the Lease.

Section 5. Miscellaneous.

- A. **Entire Agreement.** This Agreement, together with the Background recitals above and exhibits attached, which are incorporated as terms in the body of the Agreement, contains the entire agreement between Seller and Buyer. The Parties agree there are no other terms concerning the Transaction or matters contemplated by this Agreement.
- B. **Waiver.** A waiver or delay by either of the Parties of any of the covenants, conditions or agreements in this Agreement is not to be construed as a waiver of any subsequent breach or of any other covenant, condition or agreement contained in this Agreement.
- C. **Survival of Covenants and Agreements.** All covenants and agreements contained in this Agreement survive recordation of the Deed.
- D. **Modifications.** Any amendment to this Agreement is only effective upon the written agreement of the Parties.
- E. **Applicable Law.** This Agreement is governed by and construed in accordance with the laws of the State of Kansas. The Parties agree any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of Johnson County, Kansas.
- F. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors, assigns and legal representatives of the Parties.
- G. **Paragraph Headings.** The paragraph headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

- H. **Time.** Time is of the essence in this Agreement.
- I. **Delegation.** To the extent necessary to consummate the Transaction, JCPRD's governing body, the Board of Park and Recreation Commissioners of Johnson County, Kansas, hereby authorizes JCPRD's Executive Director, Jeff Stewart, or Superintendent of Parks and Golf Courses, Bill Maasen, to execute any further Transaction documents on behalf of JCPRD, provided such authority shall be compliant with the terms of this Agreement.
- J. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. A facsimile or scanned copy of an executed counterpart shall have the same legal effect as an original ink-signed counterpart.
- K. **Subject to Approval.** The Parties agree and acknowledge this Agreement is subject to the approval of JCPRD's governing body, the Board of Park and Recreation Commissioners of Johnson County, Kansas, and the City's governing body.

[Remainder of page intentionally blank; signature page follows.]

JCPRD/Prairie Village Land Conveyance

JCPRD Signature Page.

IN WITNESS WHEREOF, the Parties have subscribed their names as of the day and year first set forth above.

“JCPRD”

JOHNSON COUNTY PARK AND RECREATION
DISTRICT

By: _____
George Schlagel, Chair, Board of Park and
Recreation Commissioners of Johnson County, Kansas

Approved as to form:

JCPRD Legal Counsel

[Remainder of page intentionally blank; signature page follows.]

City Signature Page.

“CITY”

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____

Name: _____

Title: _____

Approved as to form:

Alexander Aggen, City Attorney

[Remainder of page intentionally blank; Exhibit A follows.]

EXHIBIT A

LEGAL DESCRIPTION

Lot 34, and east 10 feet of Lot 33, Block 4, Prairie Village, a subdivision in the City of Prairie Village, Johnson County, Kansas

Commonly known and numbered as 6840 Mission Road, Prairie Village, Kansas, subject to existing covenants, easements, reservation and restrictions of record.

[Remainder of page intentionally blank; Exhibit B follows.]

EXHIBIT B

[Remainder of page intentionally blank; quitclaim deed follows.]

QUIT CLAIM DEED

On this _____ day of _____, 2024, **JOHNSON COUNTY PARK AND RECREATION DISTRICT**, Grantor, quitclaims to **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation, Grantee, as a gift in exchange for zero dollars (\$0.00), Grantor's right, title, and interest in and to all of the following described real estate in Johnson County Kansas ("Property"), to wit:

Lot 34, and east 10 feet of Lot 33, Block 4, Prairie Village, a subdivision in the City of Prairie Village, Johnson County, Kansas

For so long as Grantee, together with its successors or assigns, shall maintain and operate the Property as a public park or playground or as a public recreational facility, but if the Property is at any time not so maintained and operated, title shall revert to the Grantor, its successors or assigns. And further subject to restrictions, easements, covenants, and reservations now of record.

IN WITNESS WHEREOF, JOHNSON COUNTY PARK AND RECREATION DISTRICT has hereunto executed this deed the day and year first above written.

JOHNSON COUNTY PARK AND RECREATION
DISTRICT

By: _____
George Schlagel, Chair, Board of Park and
Recreation Commissioners of Johnson County,
Kansas

Heather Rubesch, Secretary

ACKNOWLEDGMENT

State of Kansas)
County of Johnson) ss.

Be it remembered that on this _____ day of _____, 2024, before me, the undersigned, a notary public in and for the county and state aforesaid, came George Schlagel, Chair, and Heather Rubesch, Secretary, of the Board of Park and Recreation Commissioners of Johnson County, Kansas, the governing body of the Johnson County Park and Recreation District, who are personally known to me to be the same persons who executed the within instrument of writing on behalf of the Johnson County Park and Recreation District and such persons duly acknowledged the execution of the same as the act and deed of the Johnson County Park and Recreation District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Notary Public

My appointment expires:



COU2024-40: Consider approval of an agreement with KERAMIDA to develop a Community Climate Action Plan

RECOMMENDATION

Move to approve an agreement with KERAMIDA to develop a Community Climate Action Plan.

Background

In October 2021, the City of Prairie Village signed on to the City's Race to Zero, a global campaign backed by the United Nations aimed at reducing global greenhouse gas emissions. The Cities Race to Zero is the city-specific campaign in which municipalities commit to carbon targets that align with the specific aspects of their communities. The pledge requires annual progress reporting through CDP.

In 2022, as part of the 2023 budget process, the City Council committed \$50,000 to implement a city-wide sustainability program. Following an RFP process, KERAMIDA was selected based on a strong understanding of Prairie Village's needs, professional background and resources, breadth of consulting services able to be provided, and fees. For budgetary purposes, the scope of work was divided into two phases.

In 2023, KERAMIDA completed a municipal greenhouse gas inventory and outlined emission reduction pathways with strategies to meet the 2030 reduction targets, with the goal of net zero by 2050. The City Council adopted the municipal operations climate action plan in fall 2023.

The second phase of the sustainability program would expand the scope of the municipal climate action plan to include community-wide greenhouse gas emissions and reduction strategies. As part of the Cities Race to Zero, participating cities must set Science-Based Targets - measurable and actionable environmental targets that cover community-wide emissions, not simply municipal operations.

ATTACHMENTS

KERMAIDA Contract
Scope of services

PREPARED BY

Meghan Buum
Assistant City Administrator
June 5, 2024



Increasing our clients'
profitability through
smart consulting™

5/13/2024

KERAMIDA Proposal #P28897

Proposal

Community Climate Action Plan

Prepared for:

Meghan Buum
City of Prairie Village
Assistant City Administrator
913-385-4662
mbuum@pvkansas.com



KERAMIDA Inc. | (317) 685-6600 | (800) 508-8035
401 North College Avenue, Indianapolis, Indiana 46202
info@keramida.com | www.keramida.com

Dear Meghan Boom,

KERAMIDA appreciates the opportunity to submit this proposal to The City of Prairie Village, KS to provide Sustainability services.

KERAMIDA is a certified Women's Business Enterprise (WBE) that has been operating in the ESG (Environmental, Social, and Governance) space for over 30 years. We pride ourselves on our team of ESG experts, comprising more than 20 professionals with specialized knowledge in diverse fields, including data modelling, statistical analysis, corporate communication, project management, organizational training, report writing, scientific research, and community engagement. We have worked with industries and governments worldwide; our team's expertise enables us to offer a broad range of ESG services, including, but not limited to:

- Strategy
- Planning
- GHG Emission Accounting
- GHG Emission Verification
- ESG Data Assurance
- ESG Data Disclosure
- Annual ESG/Sustainability Reports
- Climate Transition Plans
- TCFD Analysis
- Grant Writing Consulting
- Climate Scenario Analysis
- Life Cycle Assessment
- Data Analytics
- Sustainability Management System Development
- Executive, Employee, and Supply Chain Training
- Energy Audits
- Supply Chain Management
- Regulatory Advisory Services

Thank you for taking the time to review our proposal. We are here to answer any questions or address any concerns you may have about our proposal. We appreciate your consideration of our submission.

Sincerely,



Ben Bira

Senior Sustainability Advisor



Nick McCreary

VP, Sustainability and Climate Change Services



PROJECT OVERVIEW

KERAMIDA worked with the City of Prairie Village ("PV" or the "City") to develop a Municipal Climate Action Plan in 2023. The goal of this project is to create a Community Climate Action Plan ("CAP"), expanding the scope of the Municipal Climate Action Plan to include community-wide greenhouse gas (GHG) emissions and reduction strategies. The Community CAP will maintain the same GHG reduction targets as the Municipal CAP, which aligns with the City's commitment to the Cities Race to Zero Climate Initiative. The KERAMIDA Project Team ("Project Team") will update the GHG inventory, develop additional reduction strategies, and engage with the community to create the Community CAP.

KERAMIDA proposes the following scope of work to develop a Community Climate Action Plan with the City of Prairie Village.

SCOPE OF WORK

We suggest the following approach to achieve project goals. However, we are open to discussing all aspects of the scope and working with the City to develop the most preferable approach.

Project Management

The KERAMIDA Project Director (PD) develop the scope of work and is responsible for the successful completion of all deliverables. The KERAMIDA Project Manager (PM) is responsible for executing the scope of work and all additional PM tasks including Kickoff Meetings, Progress Meetings, Client Communication, and Document Management.

Kickoff Meeting(s)

The PM will convene a Project Kickoff meeting before beginning any project work and will convene Task Kickoff Meetings before beginning work on a new task.

Project Kickoff Meeting

The goal of the Project Kickoff Meeting is to finalize the project scope, establish effective communication channels, and implement a comprehensive project organization framework. Furthermore, KERAMIDA will address the following topics during the Project Kickoff Meeting:

- Timeline
- Budget
- Meeting cadence
- KERAMIDA staff roles
- City staff roles
- Document management

Task Kickoff Meetings

The goal of Task Kickoff Meetings is to review and formalize the vision and objectives of the task, associated deliverables, staff roles, budget, and timelines.

Progress Meetings

The purpose of the Progress Meetings is to assess the project's progress, pinpoint any challenges, and allow for modifications to schedules and roles as needed. The PM will at least provide an update on active project tasks, the project timeline, and the project budget at all Progress Meetings. Additional agenda items can be added to Progress Meetings, as necessary. The PM will share meeting notes with the City after each Progress Meeting.

Client Communication

The PM will be the main point of contact between the Project Team and City. The PM will use email to communicate with the City and will save all communication. The PM will notify the City if another project staff member will be leading communication for a certain task. If additional meetings are required to complete a task the PM will notify the City and schedule a Technical Meeting with the necessary stakeholders.



Document Management

The PM will be responsible for managing all project documentation throughout the project's lifecycle. In coordination with the City, the PM will establish a Document Control System to define naming conventions, file structures, viewing permissions, and version control mechanisms to maintain consistency and ease of retrieval. All project documents and supporting data will be stored in a centralized and secure location (to be determined at the Project Kickoff Meeting). We will create a Document Register to serve as a master list of all project documents and their revisions. Regular backups will be performed to prevent data loss. All project documentation and data will be transferred to City at the conclusion of the project through cloud storage services and/or physical delivery.

Task 1: Greenhouse Gas Inventory Update

The Project Team will build on the municipal greenhouse gas (GHG) inventory to include community-wide emissions. The Project Team will develop a GHG data collection plan, complete the inventory, and develop an inventory maintenance plan to complete Task one. Task one will take nine weeks to complete¹.

1.1 GHG Data Collection Plan

The Project Team will develop a GHG data collection plan. The data collection plan will include:

- the GHG inventory assessment boundary and time period(s),
- a list of all necessary data to complete a BASIC level GHG Inventory² (we will use City Specific-data whenever possible), and
- a process for collecting each data including the responsible party and/or calculation methodology.

The Project Team will work with the City to finalize the collection plan before sending data requests to the identified responsible parties.

1.2 Community GHG Inventory

The Project Team will develop a community wide GHG Inventory using the data collected from the data requests. The Inventory will be completed in ClimateView³ and Excel. The Project Team will critically review any prior analyses to determine the relevancy of emission sources and the quality and type of data collected to conduct the calculations. Emissions will be categorized by sources (i.e., sectors and sub-sectors) and scope (i.e., Scope 1, 2, &3) and presented as CO₂, CH₄, N₂O, and metric tons of CO₂ equivalents.

1.3 GHG Inventory Maintenance Plan

In addition to the Community GHG Inventory, the Project Team will create a GHG Inventory Maintenance Plan. The purpose of the Maintenance Plan is to provide a resource for the City to follow when updating the GHG Inventory in future years. The Project Team will include all necessary data, data sources, and calculations. The Maintenance Plan will be customized based on the tool used to calculate emissions (i.e., ClimateView or Excel)

¹ This timeline assumes that data requests are returned to the project time on time

² The inventory will adhere to the standards set by the Global Protocol for Community-Scale Greenhouse Gas Inventories (GPC)

³ More information about ClimateView can be found in Appendix A



Task 2: Greenhouse Gas Reduction Measures

The Project Team will work with the City and community stakeholders to develop greenhouse gas reduction measures aligned with the City's goal of climate neutrality by 2050.

2.1 Goals and Strategies

To develop goals and strategies for the CAP, KERAMIDA will organize the plan into categories. Once we have categories defined, we will create a goal for each category. Collectively the goals will align with the CAP's goal of climate neutrality by 2050. We will work with the City, to develop strategies to accomplish each goal.

We propose to define a strategy as a shift from a high-carbon activity to a low-carbon activity while continuing to fulfill the need addressed by the high-carbon activity (see Figure 1). To quantify the impact of each strategy, we will break down each strategy to the activity level, at the activity level we will track operations and work (see Figure 2). Operations fulfill the need of the activity and are measured in units that capture the value created by the activity. Work represents the chemical or physical energy transformation required to deliver the operations. To perform work, resources must be consumed, almost always producing waste (e.g., GHG emissions, air pollutants, infrastructure damage, etc.).

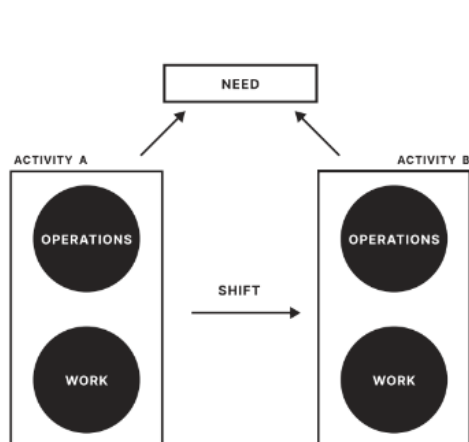


Figure 1

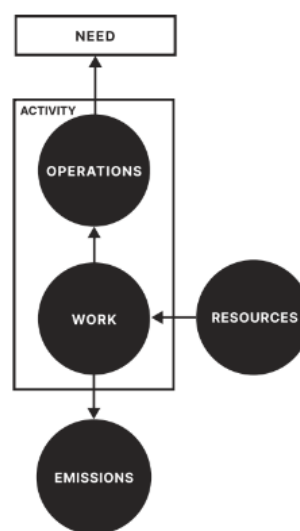


Figure 2

2.2 Actions

Activity shifts (i.e., strategies) cannot occur innately; actions are required to facilitate the shift from a high-carbon activity to a low-carbon activity. We propose developing actions that align with our methodology. We define actions as any intervention leading to an activity shift. Multiple actions will be required for each strategy and an action can influence multiple strategies, all of which is captured and quantified in ClimateView.

To develop actions for each strategy we will first work with the City to establish strategy targets. Targets should be expressed in units that the public can easily understand, however it is important that these align with the operational units of the activity being measured (i.e., number of commutes on a bike compared

to vehicle miles travelled). There are many ways to set targets, but we have found the most effective approach is backcasting. A forecasting approach starts with the present day and asks what might be possible, whereas backcasting defines a desired future state, and then determines the pace of change required to reach it (see Figure 3).

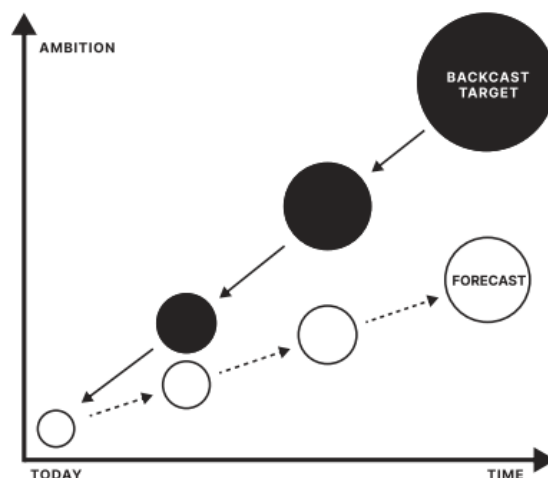


Figure 3

2.3 Community Climate Action Plan

The Project Team will provide assistance in writing the CAP. We will meticulously document the progress made throughout the process which will enable us to quickly put together a preliminary version of the plan. We will liaise with the City to eliminate the use of technical jargon, making the plan accessible to a wider audience. Nevertheless, the technical documents will be created and can be included as appendices or separate reports. Our in-house design team will ensure that the layout of the plan adheres to the visual guidelines established by the City. We will also work with the City to establish a plan review process. Based on our experience, we suggest that the City review an internal draft of the plan before public review.

Task 3: Community Engagement

KERAMIDA will engage with and inform various stakeholder groups throughout the entire project timeline. We will create a Stakeholder Engagement Plan prior to engaging with any subcommittee.

3.1 Stakeholder Engagement Plan

We will work with the City to develop a Stakeholder Engagement Plan that will outline our approach to engaging with and informing the numerous stakeholders in the City. All the following will be included in the plan, we can provide examples of each component listed below:

- Our strategy to engage City staff
- A visual brand and identity for the planning process. To achieve this, we plan to involve our internal marketing team in the process. Our team will use the City's Branding Guidelines, as well as other City plans, to create a unique identity for the plan.
- Our plan for developing a documentary style video that captures the planning process. We have developed similar videos for past projects, and the videos have been extremely effective tools for broadcasting the goals of the plan to a wider audience. All videography services are done in house by KERAMIDA professionals.
- A timeline of community engagement events. We will develop a menu of in-person engagement events including community workshops, open houses, and idea generation sessions. We will also develop a comprehensive strategy to engage the broad community through tools like virtual surveys, paper surveys, and social media.
- Our plan for developing and maintaining a webpage as a central repository of information and updates regarding the planning process. We have worked with clients in the past to develop webpages on a client site or host a separate project webpage.

3.2 Community Engagement Events

The Stakeholder Engagement Plan will outline the process for Community Stakeholder engagement. The dates and duration of the Community Engagement Events will be established once the project begins. The purpose of the Engagement Events is to create an opportunity for the community to provide feedback on the CAP.

PROPOSED TIMELINE & COST

KERAMIDA presents a proposed project cost and timeline based on staff availability and prior project experience. All cost figures are subject to negotiation before contract execution. The submittal dates are estimated and may be revisited throughout the project pending City approval. We acknowledge that the project cost and timeline are crucial aspects of the project, and we assure you that our team is committed to delivering within the stipulated time and budget.

Project Timeline

Task	# of Months after the Project Kick-Off Meeting											
	1	2	3	4	5	6	7	8	9	10	11	12
Task 1												
Task 2												
Task 3												

Deliverable Schedule and Cost

Tasks	Deliverable(s)	Submittal Date(s) ¹	Cost ²
Project Management			\$4,000
Task 1	1.1 GHG Data Collection Plan	2	\$10,000
	1.2 Community GHG Inventory	9	
	1.3 GHG Inventory Maintenance Plan	9	
Task 2	2.1 Goals and Strategies	12	\$24,000
	2.2 Actions	18	
	2.3 Community Climate Action Plan	21	
Task 3	3.1 Stakeholder Engagement Plan	4	\$12,000



	3.2 Community Engagement Events	TDB	
Total			\$50,000

¹ Submittal time is present as the number of weeks after the Project Kickoff Meeting (i.e., 1 week = 5 business days after the date of the Project Kickoff Meeting) unless otherwise noted.

² The project's cost is denoted as lump sum figures for each task. The PM is responsible for transmitting invoices upon completion of a task. Invoices will be sent at the beginning of each month, provided that one or more tasks were completed in the preceding month.

PROPOSED PROJECT TEAM

Ben Bira

Project Manager

Senior Sustainability Advisor

\$160/Hour

Bio

Ben Bira is a Senior Sustainability Advisor with previous experience as an attorney counselling clients on a wide variety of legal issues. Ben also previously managed the sustainability program for one of the largest health insurance companies in the United States. He received his Master of Science in Sustainability from St. Louis University prior to receiving his law degree. He holds a JD, MBA, Master of Science in Sustainability, and Bachelor of Science in Biochemistry. Ben lives in Lenexa, Kansas, just a short drive from Prairie Village and he will work with the Prairie Village team on all community engagement efforts.

Project Role

Project Manager for Task 2 and Task 3.

Nick McCreary

Senior Reviewer

Vice President, Sustainability and Climate Services

\$250/Hour

Bio

Nicholas McCreary, M.S., serves as Vice President, Sustainability & Climate Services and will be the Senior Reviewer on this project. Mr. McCreary focuses his sustainability practice on helping clients facilitate practical Climate Action Plans and sustainability strategy as well as achieving significant improvements in their sustainability reporting. Before joining KERAMIDA, Mr. McCreary was the Director of Sustainability for Creighton University in Omaha. At Creighton, he was the lead author and architect for the Creighton inaugural sustainability plan, developed a sustainability-focused internal grant fund, and launched a post-consumer composting program. Prior to Creighton, he served as the Sustainability Coordinator for Indiana State University, where he directed a multi-disciplinary committee to create ISU's Sustainability Plan. He is furthermore adept at convening stakeholders and soliciting community input. Mr. McCreary holds a Master of Science in Sustainability from St. Louis University and a Bachelor of Arts in Earth Sciences from DePauw University. He has two years of post-secondary teaching experience in environmental science and sustainability science. At KERAMIDA, Mr. McCreary focuses on advising clients on Climate Action



Planning, E.S.G. Strategy, Planning and Reporting, Energy Management, E.S.G. Assurance Services, E.S.G. Audits, and supporting the needs of Boards/Executives on E.S.G. strategy and education issues.

Project Role

Senior Reviewer for the overall project

Maddy Williams

Senior Sustainability Analyst

\$160/Hour

Bio

Maddy Williams will also serve as Project Manager and will manage Task 1. Ms. Williams has worked on a wide range of sustainability projects including benchmarking, gap analyses, verification and ESG reporting, with her main focus on greenhouse gas emissions and calculations. Maddy has experience working on greenhouse gas emission inventories for municipalities of varying sizes and complexity. Ms. Williams received her undergraduate degree in Environmental and Ecological Engineering (2018) from Purdue University while being a full-time student athlete. She represented Purdue University as a captain on the varsity soccer team, earning the John Wooden Leadership award.

Project Role

Project Manager for Task 1

PROPOSAL ACCEPTANCE SHEET

Description of Service	Sustainability services
Project Location	Virtual and on-site at Prairie Village
Proposal Submission Date	May 13, 2024
KERAMIDA Proposal #	P28897

FOR APPROVAL AND PAYMENT OF CHARGES: If approval and payment are not handled by the same individual, please indicate the appropriate name(s).

Charge Invoice to the Account of:

Firm/Company	Prairie Village
Address	7700 Mission Rd Prairie Village, KS 66208
Attention	Megan Buum
Phone	913-381-6464
Email	mbuum@pvkansas.com

PAYMENT TERMS:

Project Cost: As outlined in the proposal above.

Retainer Fees: A retainer in the amount of \$0 is to be paid to KERAMIDA prior to the commencement of the work.

Invoicing: The fees will be billed monthly as a lump sum based on the completion of tasks.

Late Fees & Expenses: A late payment charge of 1.5% per month will be added if payment is not made within 30 days after the invoice date.

PROJECT ACCEPTANCE: The Terms and Conditions of this Proposal, including the Terms on this page and the attached General Terms and Conditions, are:

Accepted this _____ day of _____, 2024.

Printed or typed name of the authorized representative and title

Signature of the authorized representative



APPENDIX A: CLIMATEVIEW

ClimateView is a Swedish technology company that supports civic administrations in enabling data-driven transitions. Since 2018, the company has worked with local, regional, and national organizations to develop a science-based framework and platform.

ClimateView is a web application for the creation, implementation, monitoring, communication, and financing of sustainability plans. ClimateView combines data management, agent-based modeling, and interactive visualizations in one single platform. The result is a living sustainability plan.

The platform is structured as a system of different but interconnected workspaces and is designed to be user-friendly and intuitive so that its functions can be fully utilized by users including:

- Quantification of emissions and adaptable future projections
- Emission reduction measures and their quantification
- Integration of priority populations into emission reduction plans and specifications
- Cost and benefit analysis of mitigation measures
- Guidance on most efficient scenario planning
- An interactive interface of modeling and scenarios
- A visually pleasing dashboard

Prairie Village's annual cost for a ClimateView subscription would be \$11,500. This cost would not be invoiced until the end of KERAMIDA's engagement with Prairie Village for the Sustainability services outlined in this P28897 proposal.



GENERAL TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** KERAMIDA Inc., as an independent consultant, agrees to provide Client for its sole benefit and exclusive use, consulting services set forth in our Proposal.
2. **VALIDITY OF PROPOSAL.** It is understood that this proposal is valid for a period of ninety (90) days. Upon the expiration of that period of time, KERAMIDA Inc. reserves the right to review the proposed basis of payment and fees, to allow for changing costs, as well as to adjust the time of performance to conform to work loads.
3. **DEFINITIONS.** When used herein, the terms "we", "us", "Consultant" or "our" refer to KERAMIDA Inc. and the terms "you", "your", "he", "his", "it" and "its" refer to Client.
4. **PAYMENT.** Invoices will be submitted on a monthly basis. Client agrees to pay invoice upon receipt. Should payment not be received within 30 days, the amount due shall bear a service charge of 1 1/2 percent per month or the maximum permissible under state law, whichever is less. In addition, KERAMIDA Inc., shall be entitled to recover all costs of collection, including court costs and reasonable outside attorney fees. If Client has any objections to any invoice or part thereof submitted by consultant, he/she shall so advise us in writing giving his/her reasons within 14 calendar days of receipt of such invoice. No deduction shall be made from Consultant's invoice on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the invoice shall constitute final approval as to all aspects of the work performed to date as well as the necessity thereof. In addition, KERAMIDA Inc. may, after giving 14 calendar days written notice, suspend services under any agreement until all past due accounts have been paid.
5. **SCOPE.**
 - (a) The proposed fees constitute our best estimate of the charges required to complete the project as defined. Except as provided in Paragraph 6(b) the project scope will not be altered without mutual agreement. For many projects such as those involving process development work, planning work, or environmental impact assessments, all activities are often initially not fully definable. As the project progresses, the facts uncovered may dictate a change in direction, which may alter the scope. KERAMIDA Inc. will promptly inform the client of such situations so that negotiation of change in scope and cost can be accomplished as required.
 - (b) Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, for force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, process shutdown, acts of God or of the public enemy, or acts of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost (reflecting a change in scope) beyond that outlined in this proposal, which must be approved in advance by Client.
6. **BILLING.** Where the method of contract payment is on a "lump sum" basis, the invoice will be submitted to Client when a specified phase is completed. Where the method of contract payment is on a time-and-material basis, the following provisions shall apply:

The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging of work done at the KERAMIDA Environmental office is one quarter of an hour. There is no premium charge for overtime. Where applicable, rental charges will be applied to the project to cover the cost of pilot-scale facilities or sophisticated apparatus, instrumentation, or technical equipment.
7. **SUBCONTRACTORS.** When a subcontractor is used by KERAMIDA Inc. (such as laboratories, well drillers, etc.), a ten percent (10%) service charge of the subcontractor's invoice will be billed to Client. No subcontractor shall be used without the prior written consent of Client, and if such consent is given, Consultant agrees to be responsible for all acts and/or omissions of such subcontractor.
8. **TERMINATION.** This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party, providing that no such termination may be effected unless the other party is given: (1)

notless than fourteen (14) calendar days written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. A final invoice will be calculated on the first or fifteenth of the month (whichever comes first) following the effective date of cancellation.

(a) Where method of contract payment is based on time and materials, the final invoice will include all services and direct expenses associated with the project up to the effective date of cancellation, plus 3 percent of the billings to such date as a closeout cost.

(b) Where method of contract payment is "lump sum", the final invoices will be based on the percentage of work completed to the effective date of cancellation, plus 3 percent of the billings to such date as a closeoutcost.

(c) Where method of contract payment is cost plus a fixed fee, the final invoice will include all costs to date of termination and a pro-rata share of the fixed fee plus 3 percent of the billings to such date as a closeout cost.

The closeout cost referred to in subparagraphs 9a, b, and c is not to be considered as a penalty but represents an allowance for demobilization of personnel and equipment and shut-down costs not available on short notice.

9. STANDARD OF CARE AND WARRANTY. Professional services provided by KERAMIDA Inc. will be performed, findings obtained, and recommendations prepared in accordance with generally accepted professional practices.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED

10. INSURANCE. KERAMIDA Inc. maintains workers' compensation and employer's liability insurance for our employees as required by state laws. In addition, we maintain automobile liability insurance with a \$1,000,000 limit, general liability insurance with a \$1,000,000 limit for each occurrence and an aggregate limit of \$2,000,000, and professional liability insurance for errors and omissions, as well as pollution liability coverage, with a per occurrence limit of \$1,000,000 and an aggregate limit of \$2,000,000. KERAMIDA carries, furthermore, excess umbrella liability insurance with an aggregate limit of \$9,000,000, bringing the total coverage to \$10,000,000. A Certificate of Insurance can be supplied evidencing such coverage.
11. INDEMNIFICATION. Consultant shall indemnify, defend and hold harmless Client, its parent, affiliates and subsidiaries, and each of their respective officers, directors, members, employees, and agents from and against any and all claims, demands, causes of action, actions, suits, liabilities, losses, judgments, damages, penalties, costs or expenses (including reasonable attorneys' fees and costs), that result from, arise out of or relate to (i) any breach by Consultant of any of covenant, representation or warranty made by Consultant in this Agreement; and/or (ii) the intentional, reckless, or negligent acts or omissions of Consultant in connection with the Services. The rights and obligations of this Section shall survive the expiration or earlier termination of this Agreement.
12. SAMPLE HANDLING AND RETENTION. Generally, test samples or specimens are consumed during the conduct of tests by laboratories. Client will be responsible for any sample residue disposal costs, should such costs be charged by the laboratory.
13. DOCUMENTS. Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents, and other information deemed reasonably necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates, prepared by us as instruments of service pursuant to this Agreement, shall be our sole property (excluding final deliverables). Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand, and will not be used by Client for anypurpose whatsoever. Further, no part of any document we deliver to Client shall be reproduced or distributed externally, whether for advertising, use by another company (other than a company affiliated with Client or hired by Client) or for any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to Consultant.

14. **CONFIDENTIALITY AND PROPERTY RIGHTS.** Consultant agrees to keep in strict confidence at all times and to not disclose to any third party any documents, sales, technical, financial, programming or other data, information, or practices of Client. Such information shall be held and used by Consultant solely to perform Consultant's obligations under this Agreement. All copyright, trademark and/or other intellectual property rights of any kind developed during the term hereof and relating to Client's business shall be deemed a "work for hire" and shall be and remain the sole and exclusive property of Client, and Consultant shall to the extent deemed necessary or desirable by Client, and under a separate scope of work and cost agreement, cooperate and assist Client in perfecting, filing and recording any such rights. Consultant's obligations under this Section 17 shall survive the expiration or termination of this Agreement. Notwithstanding anything to the contrary in the Agreement, Client owns the written material associated with and incorporated into Consultant's deliverables.
15. **SEVERABILITY.** In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.
16. **SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.
17. **INTEGRATION.** This Agreement and the documents attached hereto and which are incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.
18. **RELATIONSHIP OF THE PARTIES.** The parties to this Agreement are acting as independent contractors, and no employee of any such party shall be deemed to be in the employ of any other party, nor shall a party have any right or authority to act on behalf of any other party beyond that expressly granted herein. Nothing contained herein or done pursuant hereto shall be construed to create a joint venture or partnership between the parties, or create any relationship of principal and agent or employer and employee. KERAMIDA, Inc. agrees to be solely responsible for any or all taxes due on compensation received from Client. Neither KERAMIDA, Inc. (nor its employees if any) shall be entitled to any benefits or participation in any benefit plans available to employees of Client.
19. **TAXES.** If the services covered by this contract are subject to local or state taxes or fees (except state income taxes), such additional costs will be charged to the project and be subject to reimbursement.
20. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Indiana.
21. **NO RESTRICTIONS.** Consultant represents and warrants to Client that Consultant is free to enter into and perform this Agreement with Client and is not and will not be under any disability, restriction or prohibition, contractual or otherwise, with respect to: (a) Consultant's right to execute this Agreement; (b) Consultant's right to grant all of the rights granted to Client hereunder; and (c) Consultant's right to fully perform each and every term and obligation hereof. Consultant agrees not to do or attempt to do, or suffer to be done, during or after the term hereof any act in derogation of or inconsistent with Client's rights hereunder.



Preliminary 2025 Budget Presentation

SUGGESTED MOTION

Motion to approve the preliminary budget recommended by the Finance Committee and send it to the City Council for final approval.

BACKGROUND

Attached please find the Preliminary 2025 Budget Presentation. The 2025 budget has been reviewed by the Finance Committee on May 14 and May 23, 2024, and was recommended for advancement by the Finance Committee at the May 23rd meeting.

The Preliminary 2025 Budget Presentation includes:

- General Fund
- Mill Levy
- Personnel Services
- Contract Services
- Capital Outlay
- Other Funds including the Equipment Reserve, Solid Waste, Transient Guest Tax, and the American Rescue Plan Act funds
- Capital Improvement Program (CIP) review
- Decision Packages

The 2025 budget calendar including next steps in the process can be found at <https://www.pvkansas.com/departments/finance/budget-process>.

ATTACHMENTS:

- 2025 Budget Presentation
- Preliminary 2025 Budget Document

Prepared by:

Jason Hannaman

Finance Director

Date: June 11, 2024



City of Prairie Village 2025 Budget

- City Council Meeting
- June 17, 2024



Budget Approach

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- Budget Goals and Objectives (Approved March 2024)
- Insurance Cost Assumptions (Approved April 2024)
- Revenue Estimates (Reviewed April 2024)
- Internal Budget Review (April 2024)
- City Council reviewed preliminary CIP (May 6, 2024)
- Finance Committee presented with the initial budget (May 14, 2024)
- Finance Committee voted to advance the budget (May 23, 2024)



General Fund Budget Highlights

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- ❑ The “all in number” for expenditures in the 2025 General Fund represents a 1.3% increase in comparison to the 2024 Budget - \$32,005,383 versus \$31,586,176.
- ❑ If the Mill Levy rate stays at 18.325 (reduced for 2023 budget from 19.322), we would be slightly over a target 25% fund balance (25.1%).
- ❑ The proposed \$ 32,005,383 budget includes:
 - ❑ Operational budget requests in all expenditure categories
 - ❑ Continuing the compensation program implemented by the 2022 salary study. This also includes previous direction given by Finance Committee to address PD salary competitiveness.
 - ❑ Full funding by transfer from General Fund to CIP to fund 2025 CIP projects
 - ❑ Continuing to transfer \$1,150,000 to the Bond and Interest Fund to prepare for major infrastructure investments in Municipal Complex improvements



City Expenditure Categories

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	General Fund			
	2022 Actual	2023 Actual	2024 Budget	2025 Budget
Expenditures:				
Personnel Services	12,146,549	13,817,500	15,134,217	16,106,447
Contract Services	4,997,882	5,772,754	5,925,554	6,090,536
Commodities	874,273	759,257	1,010,150	1,044,850
Capital Outlay	246,738	303,945	305,200	282,700
Contingency	-	-	500,000	500,000
Total Expenditures	18,265,442	20,653,455	22,875,121	24,024,533
Transfers to Other Funds:				
Transfer to Capital Infrastructure Fund	5,319,000	5,284,229	6,135,530	5,455,000
Transfer to Bond and Interest Fund	1,050,725	1,048,000	559,525	559,850
Add'l Tfer-Municipal Complex Planni	-	-	1,150,000	1,150,000
Transfer to Economic Dev. Fund	136,000	266,000	266,000	266,000
Transfer to Equipment Reserve Fund	332,800	600,000	600,000	550,000
Total Transfers	6,838,525	7,198,229	8,711,055	7,980,850
Total Uses	25,103,967	27,851,684	31,586,176	32,005,383



City Expenditure Categories

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- General Fund operations budget (without transfers):
 - Personnel Services 6.4% increase, represents 67% of total expenditures
 - Contract Services 2.8% increase, represents 26% of total expenditures
 - Commodities 3.4% increase, represents 4% of total expenditures
 - Capital Outlay 7.4% decrease, represents 1% of total expenditures
 - Contingency no increase, represents 2% of total expenditures
- General Fund Contingency: \$500,000 (same as 2024)



City Revenue Categories

6

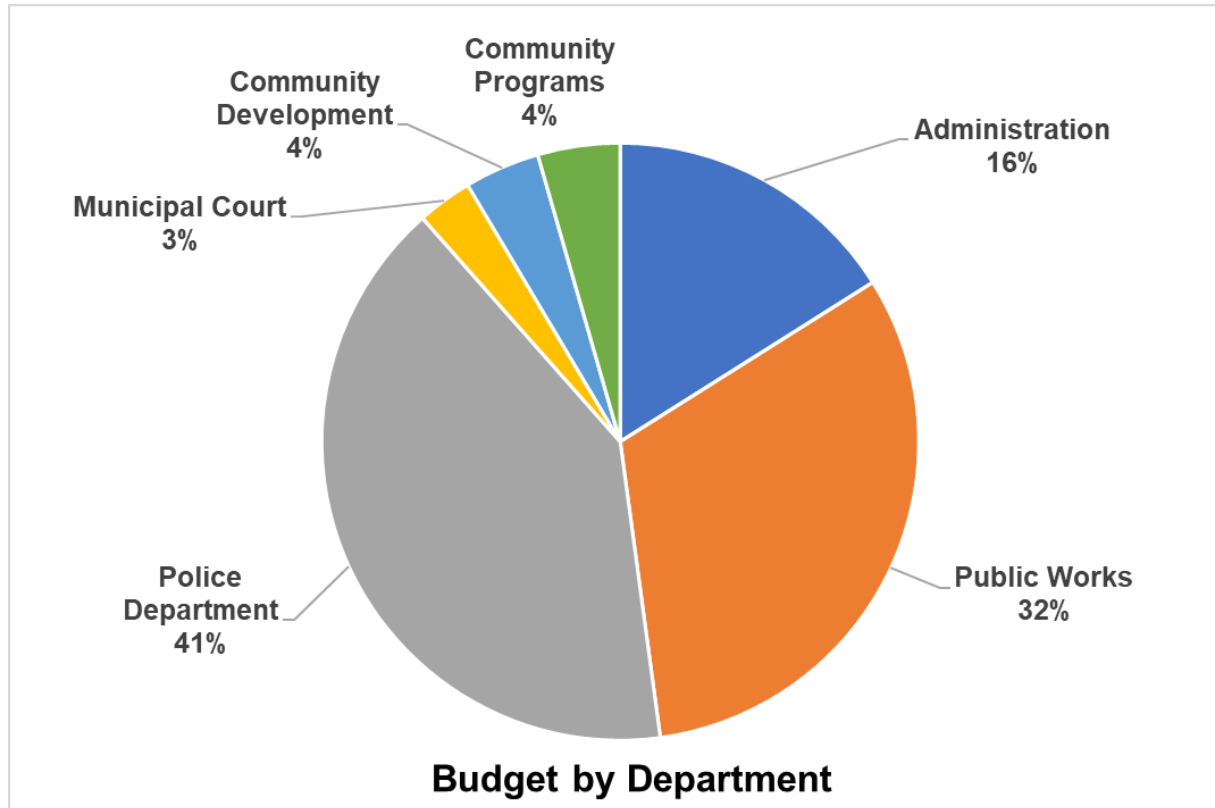
General Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	9,565,634	11,079,422	10,407,990	11,317,706	9,699,300
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	6,660,000
Use Tax	2,795,524	2,854,934	2,510,000	2,680,000	2,785,000
Motor Vehicle Tax	790,061	827,826	794,356	803,000	831,586
Liquor Tax	176,393	208,944	187,611	217,852	219,262
Franchise Fees	2,034,826	1,993,683	1,795,500	1,922,250	1,897,250
Licenses & Permits	1,197,762	961,735	945,258	911,025	920,025
Intergovernmental	-	-	-	492,000	-
Charges for Services	1,811,122	2,061,196	2,219,434	2,223,100	2,350,100
Fines & Fees	600,977	684,269	608,700	694,400	683,700
Recreational Fees	479,401	501,225	464,800	464,800	480,500
Interest on Investments	60,866	736,540	118,192	375,000	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	\$29,184,720	\$29,394,136



Department Budgets

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Department Budgets

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General Fund: Summary by Department					
Department	2022 Actual	2023 Actual	2024 Budget	2025 Budget	2025 % Change
Administration	2,014,730	2,902,700	3,657,408	3,774,942	3.2%
Public Works	6,465,072	7,148,538	7,316,626	7,482,346	2.3%
Police Department	7,654,696	8,280,817	8,841,205	9,555,263	8.1%
Municipal Court	536,634	606,012	679,314	702,496	3.4%
Community Development	801,925	833,923	941,098	960,610	2.1%
Community Programs	792,383	881,465	939,470	1,048,876	11.6%
Total	18,265,442	20,653,455	22,375,121	23,524,533	

Note: in 2023, the IT department budget moved from PD to Admin, and oversight shifted to the Assistant City Administrator. The 2025 IT department budget makes up \$982k of the Admin line above.



Preliminary 2025 Budget at a Glance

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Prairie Village 2025 Budget at a Glance

Property Tax Mill Levy Rate	18.325
<i>(assuming mill levy held flat)</i>	
Total Assessed Valuation	\$665,185,349
Stormwater Utility Fee per Square Foot of Impervious Area	\$0.04
Total Housing Units	10,417
Population (2023 Estimate)	22,952
Total General Fund Budget	\$32,005,383
Annual City Tax Liability - Median House	\$852
Monthly City Tax Liability - Median House	\$71
Outstanding G.O. Debt as of Dec. 31, 2024	\$9,275,000



Median Prairie Village Home

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Year	Mill Levy Rate	Median Home Appraised Value	Prairie Village Annual Cost	Prairie Village Monthly Cost
2020 for 2021	19.321	\$293,250	\$652	\$54.33
2021 for 2022	19.322	\$309,900	\$689	\$57.42
2022 for 2023	18.309	\$344,400	\$725	\$60.42
2023 for 2024	18.325	\$387,050	\$816	\$68.00
2024 for 2025	18.325	\$404,500	\$852	\$71.00



Median PV Home- Total Tax Bill

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Year	Total Mill Levy Rate	Median Home Appraised Value	Total Annual Prop Tax
2020 for 2021	119.361	\$293,250	\$4,025
2021 for 2022	117.942	\$309,900	\$4,203
2022 for 2023	112.897	\$344,400	\$4,471
2023 for 2024	113.145	\$387,050	\$5,036

Average growth rate, total property tax 2021-2024

7.75%

*Source: Johnson County Records and Tax Administration "Tax Roll Press Release" report.
Includes levies for all taxing jurisdictions applicable to a PV home.*



Johnson County Cities 2023 Mill Levies On each \$1,000 Tangible Assessed Valuation

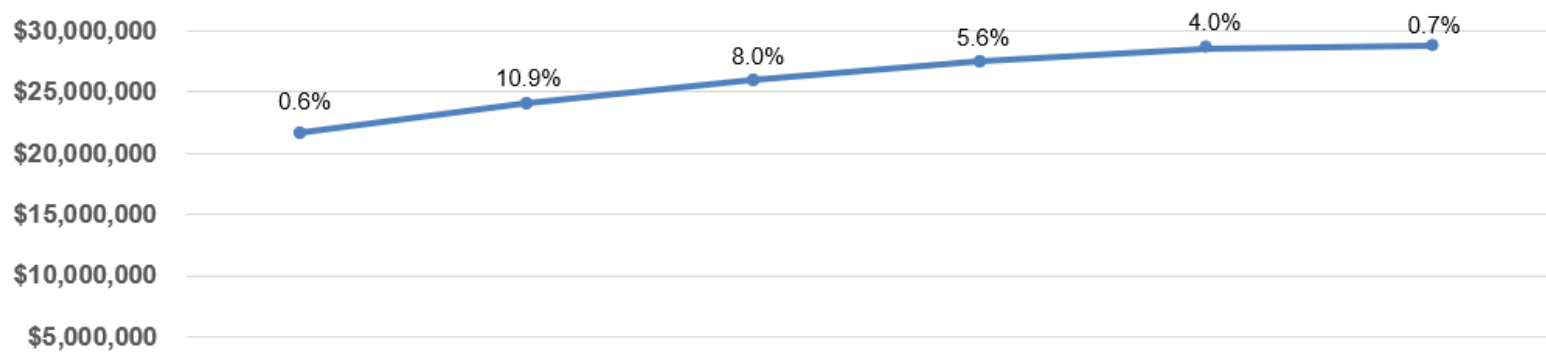
City	Mill Levy					Total
	City	Fire	Bond & Interest	Stormwater	Other	
Edgerton	29.753	16.282				46.035
Bonner Springs	29.658		6.685		3.527	39.870
Spring Hill C/F	21.458	13.238	1.322		0.224	36.242
Roeland Park	25.120	10.007	0.880			36.007
Westwood Hills	23.153	10.007				33.160
Gardner	12.678	14.637	5.758			33.073
Mission Hills	21.960	10.007	0.806			32.773
Westwood	20.702	10.007	0.497			31.206
Fairway	19.105	10.007	0.867			29.979
Mission	18.497	10.007				28.504
Prairie Village	18.325	10.007	-			28.332
Lenexa	22.419		5.051			27.470
Leawood	19.205		4.301			23.506
Olathe C/F	8.750	1.746	9.792		3.068	23.356
Shawnee	17.504	1.286	4.258			23.048
Merriam	22.267		0.662			22.929
De Soto	12.245	5.276	2.190			19.711
Overland Park	13.565			0.960		14.525



Revenue Trends 2020 - 2025

Property Tax	40%	Franchise Fees	7%	Recreation Fees	2%
Sales Tax	23%	License and Permits	3%	Charges for Services	8%
Use Tax	10%	Fines and Fees	2%	Other	5%

Total General Fund Revenue 2020 - 2025 Projected



	2020	2021	2022	2023	2024 Estimate	2025 Proj
Total	\$21,716,171	\$24,081,897	\$26,017,806	\$27,489,926	\$28,584,720	\$28,794,136



Expenditure Trends 2022 - 2025

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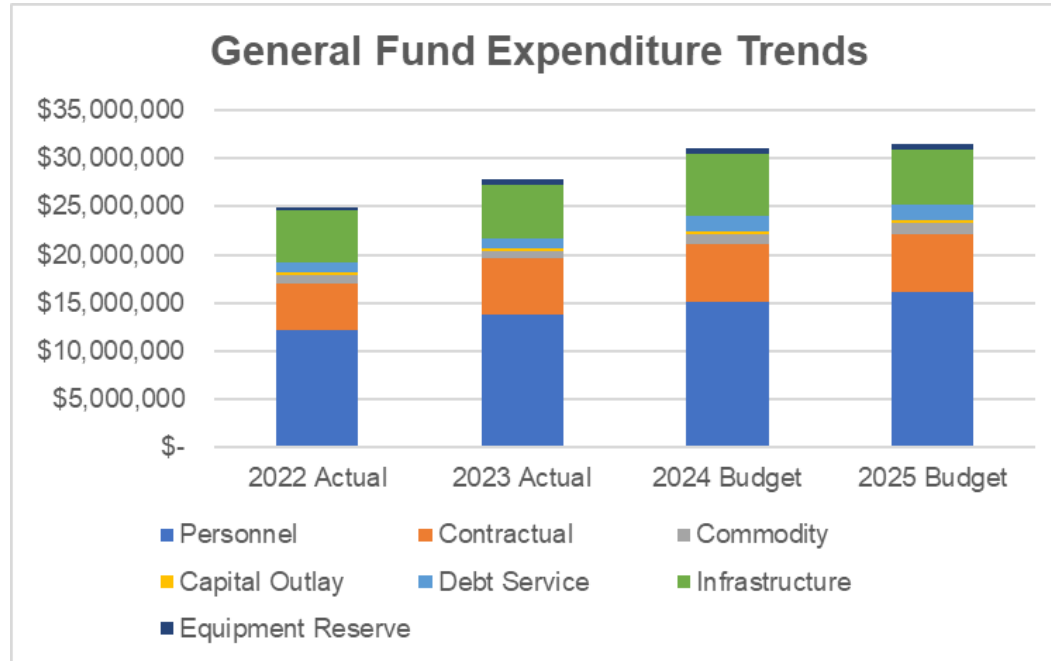
Personnel Services
Contract Services
Commodities

51%
19%
3%

Capital Outlay
Debt Service
Infrastructure

1%
5%
19%

Equipment Reserve 2%





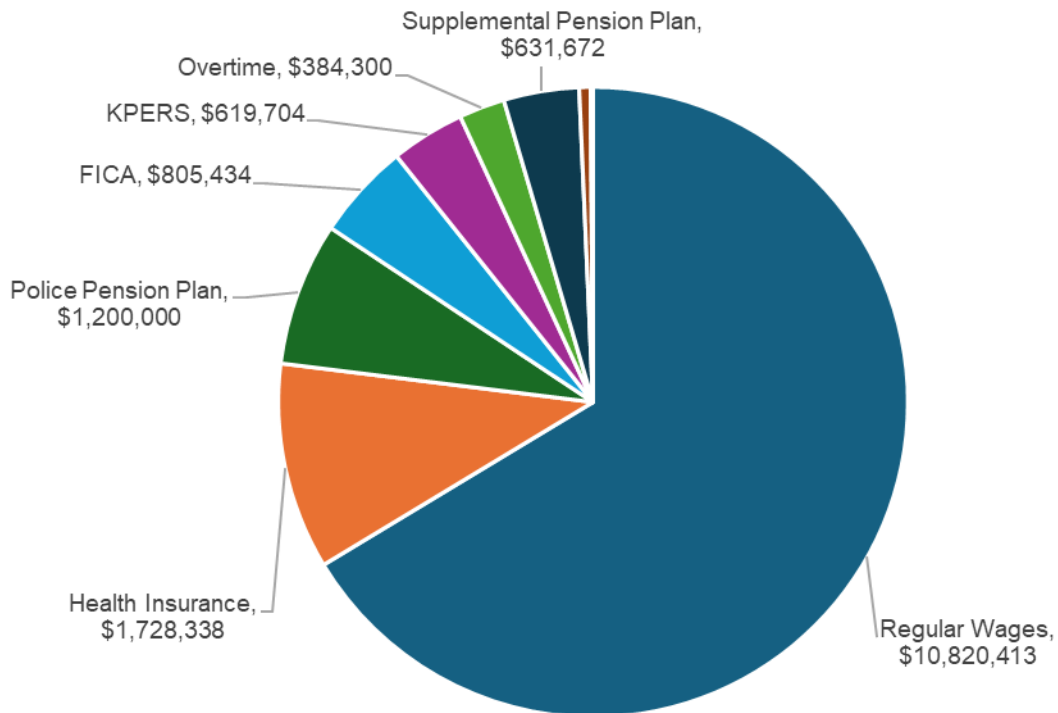
15

PERSONNEL SERVICES



Personnel Services (all funds)

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Personnel Services (all funds)

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Personnel Services, All Funds				
	2022 Actual	2023 Actual	2024 Budget	2025 Budget
Regular Wages	\$8,154,362	\$9,416,733	\$10,068,722	\$10,820,413
Health Insurance	\$1,185,603	\$1,382,164	\$1,762,048	\$1,728,338
Police Pension Plan	\$950,000	\$850,000	\$1,100,000	\$1,200,000
FICA	\$631,157	\$725,827	\$757,386	\$805,434
KPERS	\$447,733	\$521,217	\$577,498	\$619,704
Overtime	\$394,775	\$437,541	\$392,533	\$384,300
Supplemental Pension Plan	\$425,759	\$536,552	\$555,721	\$631,672
Dental/Vision/Life/LTD	\$75,673	\$89,691	\$98,890	\$95,263
State Unemployment Insurance	\$8,264	\$9,534	\$9,903	\$10,529
Employee Assistance Program	\$502	\$3,360	\$2,177	\$7,993
Identity Theft Insurance	\$1,076	\$947	\$3,158	\$960
Total	\$12,274,904	\$13,973,566	\$15,328,035	\$16,304,607



Personnel Services

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- The City implemented the McGrath compensation study recommendations in October 2022. The 2024 merit pool was approximately 4%, with a 1.5% adjustment to wage bands. McGrath recommendations were above the 2023 budget estimates, and it was decided to fund excess costs out of General Fund balance.
- Goal of the Council was to be at the 60th percentile in the market.
- Staff built a 4% merit pool into the recommended 2025 budget, with estimates for planned promotions and some follow-up adjustments to certain public safety officers who were determined to be under-placed on the salary scale given the stated goal of moving them through the scale based on years of service.
- Health Insurance budget assumes a 12.5% increase over 2024 BCBS rates based on discussions with insurance broker (Holmes Murphy). The total budgeted amount is slightly lower in 2025 than 2024 due to switching insurance carriers in 2024 for significant savings (2024 budgeted based off of 2023 Cigna rates).



Personnel Services

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FTE by Department	
Administration	14
Public Works	31
Police	59.5
Municipal Court	5.25
Community Development	7
Community Programs	1.5
Governing Body (<i>Unpaid</i>)	13
Total	131.25

Does not include the **110-115** seasonal employees. The seasonal employee budget included in Community Programs is \$561,000.



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PD Salary Review

Personnel Services



JOCO Officer Comparison - 2024

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Department	Minimum	Maximum	Years To Top Out
Overland Park	\$55,350.00	\$99,782.00	13
Leawood	\$60,000.00	\$94,478.40	9
Olathe	\$58,000.00	\$92,500.00	8
JOCO SO	\$59,280.00	\$91,431.27	11
Shawnee** MPO no comp	\$56,430.00	\$90,766.00	8
Mission	\$54,924.00	\$90,029.00	10 to 14
Prairie Village- July 1 changes	\$62,000.00	\$90,000.00	10
Gardner	\$60,466.00	\$89,504.00	12
Roeland Park	\$58,843.00	\$88,254.00	10
Lenexa**	\$57,700.00	\$88,072.00	8 to 10
Spring Hill	\$52,998.40	\$86,673.60	15
Prairie Village MPO – current	\$63,496.00	\$85,720.00	14
Merriam	\$55,546.00	\$83,224.00	10 to 11
Prairie Village Officer – current	\$57,724.00	\$77,927.00	12
Median - current	\$57,712.00	\$89,766.50	11*



JOCO Officer Comparison-2025 proposed

22

Department	Minimum	Maximum	Years To Top Out
Overland Park	\$55,350.00	\$99,782.00	13
Leawood	\$60,000.00	\$94,478.40	9
Olathe	\$58,000.00	\$92,500.00	8
Prairie Village	\$65,000.00	\$92,000.00	10
JOCO SO	\$59,280.00	\$91,431.27	11
Shawnee** MPO no comp	\$56,430.00	\$90,766.00	8
Mission	\$54,924.00	\$90,029.00	10 to 14
Gardner	\$60,466.00	\$89,504.00	12
Roeland Park	\$58,843.00	\$88,254.00	10
Lenexa**	\$57,700.00	\$88,072.00	8 to 10
Spring Hill	\$52,998.40	\$86,673.60	15
Median	\$57,712.00	\$89,766.50	11*



Cost of Proposed Changes

23

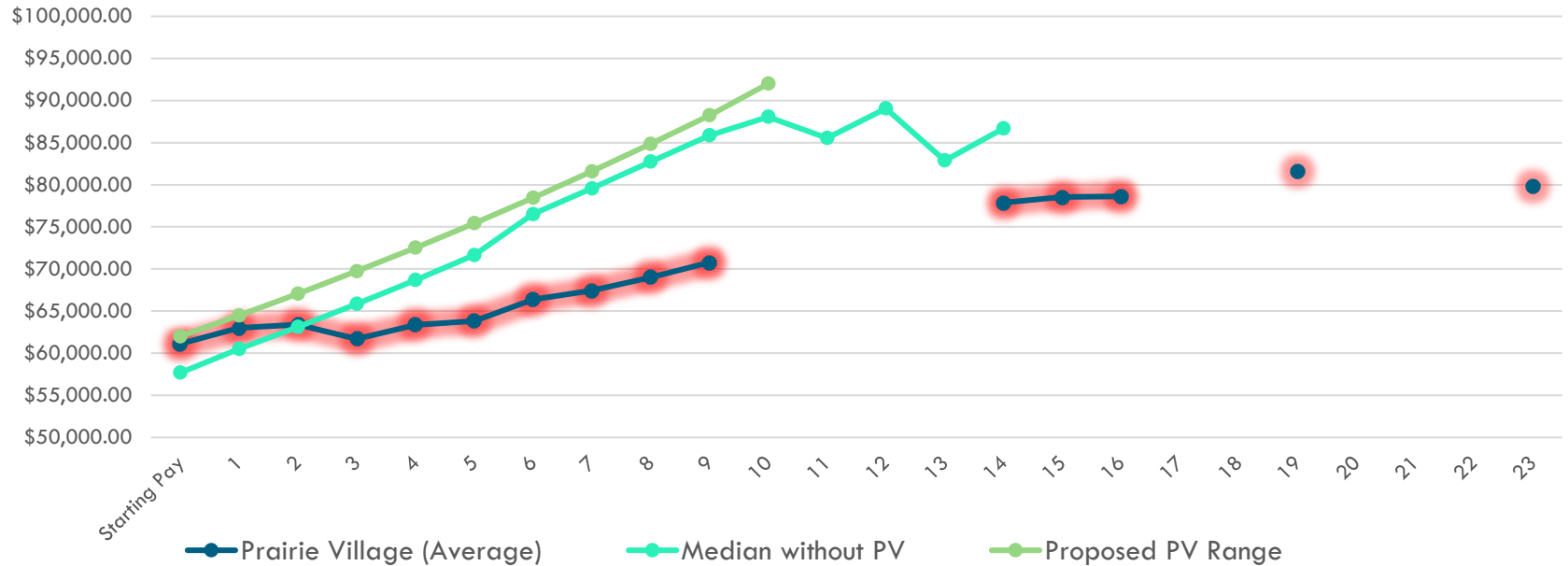
- 2024 Midyear Adjustment - ~\$220,000 increased cost
 - ▣ Police Officer & Corporal
 - ▣ Moving existing officers to appropriate point in new salary range (62/90) based on YOS
 - ▣ After reviewing existing staffing levels, staff believes cost can be covered out of vacancy savings in 2024
- 2025 - ~\$426,000 increased cost
 - ▣ Moving Range to 65/92
 - ▣ Standard merit increases – 4% on average



JOCO Officer Comparison

24

Average PV Officer Comparison





Staffing Impact

25

- PD Staffing is currently at a critical level.
- PVPD authorized sworn staff is 47 Officers. ~~39~~ 42 Officers are on staff, ~~4~~ 7 are currently in training. Leaving us with 35 Officers operational.
- Patrol is short staffed, special assignments not occupied, and overtime is a heavy burden on staff.
- 2022 Salary Study was supportive of goal to attract more police officers. However, other agencies have changed their pay ranges, and philosophy on movement of officers to “top out.”



Service Impact

26

- Vacant Positions
 - ▣ SIU Corporal (1)
 - ▣ SIU Detective (1)
 - ▣ Traffic Officer (3)
 - ▣ DPU Officer (1)
 - ▣ Mission Hills Officer (1)
 - ▣ Patrol Operations Sgt (1)
 - ▣ Crime Prevention Detective (1)
 - ▣ Patrol Officer (3)



Other Impacts

27

- ❑ Service Impact
 - ❑ Officers are handling an increased number of calls with fewer officers.
 - ❑ This leads to less time for self-initiated activity/pro-active policing.
 - ❑ Investigations is handling a higher case load that could effect quality of investigations.
 - ❑ With the traffic unit understaffed, we are unable to be as responsive as normal to our number one complaint (traffic safety)

- ❑ Competition
 - ❑ Comparable JOCO agencies have increased salary ranges and reduced time to top out. Agencies have also begun giving credit for years of service at an outside agency and bringing officers into that salary range.
 - ❑ Private sector is paying more than public sector law enforcement. PVPD has lost two officers and two dispatchers to Honeywell.



Cost of Turnover

28

- 31 Officers have been hired in the last 5 years.
 - 16 of those Officers are no longer with the Department
- 28 Officers (plus 7 retirees) have left the Department in the last 5 years.
- Cost of hiring one non-certified officer is approximately \$88,681.96. Cost includes application process, salary and benefits while in academy and FTO, equipment issue, FTO pay, and OT for officers at the academy.
- Cost of replacing 28 Officers that have left in the last 5 years. \$2,483,094.88



Goals of Proposed Changes

29

- ❑ Reduce Officer turnover and retain experienced officers.
- ❑ Attract quality candidates to PVPD
- ❑ Attract Lateral Transfer Officers and have ability to slot into salary range at appropriate step.
- ❑ Reduce cost of Officer replacement.
- ❑ Remain competitive in hiring and retaining officers by being above the median for Officer pay in JOCO.
- ❑ Improve Police Services to the Community by staffing all assignments



Proposed Officer Range - 2025

30

- ❑ \$65,000 to \$92,000
- ❑ Top out after 10 years of service (4% step/yr)
- ❑ Move Officers to their appropriate step
- ❑ Move will make us competitive with the top 5 agencies in JOCO, and put us slightly above the median pay for officers at all years of service
- ❑ Officers at top out will receive lump sum annually
- ❑ Salary ranges and steps will be evaluated annually to see if corresponding adjustments need to be made



Area City Salary Projections - 2025

31

City	2025 Merit	Notes
Desoto	5%	Some targeted market adjustments
Fairway	5%	
Gardner	3%	Plus 2.5-3.0% COLA
Johnson County	3.5%	Plus 1% market adjustment
Leawood	5%	Includes targeted, as-needed market adjustments
Lenexa	4.5%	6% total budgeted, 4.5% merit and 1.5% market adjustments
Merriam	2%	Plus 3% COLA
Mission Hills	3-5%	No COLA planned but could change
Mission	3.5%	Plus targeted adjustments
Olathe	4.0%	
Overland Park	3.5-3.8%	
Prairie Village	4%	
Roeland Park	4%	Did an extra 2% inflation adj. in 2024
Shawnee	4%	
Spring Hill	4.9%	

Note: amounts proposed to date. 2025 figures have not yet been approved by governing bodies and may change.



2025 Recommendations—All Personnel

32

- ❑ Make PD adjustments as described
- ❑ Minimum of a 4% merit pool – this would keep salaries on track to reach top out after 12 years of completed service (Council Goal)
- ❑ Set Lifeguard Base Wages at \$15.25 per hour



33

CONTRACT SERVICES



Contract Services

34

- Contract Services
 - ▣ Accounts for 19% of the General Fund expenditure budget
 - ▣ Includes a 2.8% increase between 2024 and 2025
 - ▣ Contract Service includes:
 - Traffic Signals
 - Street Maintenance & Repair
 - Insurance – Property & Workers Compensation
 - Consulting services
 - Street Lights
 - Tree Maintenance
 - Building Maintenance
 - Legal
 - Utilities
 - Training
 - Software Maintenance Contracts
 - Vehicle Lease Fee Payments



Legal and Contract Planner Expenses

35

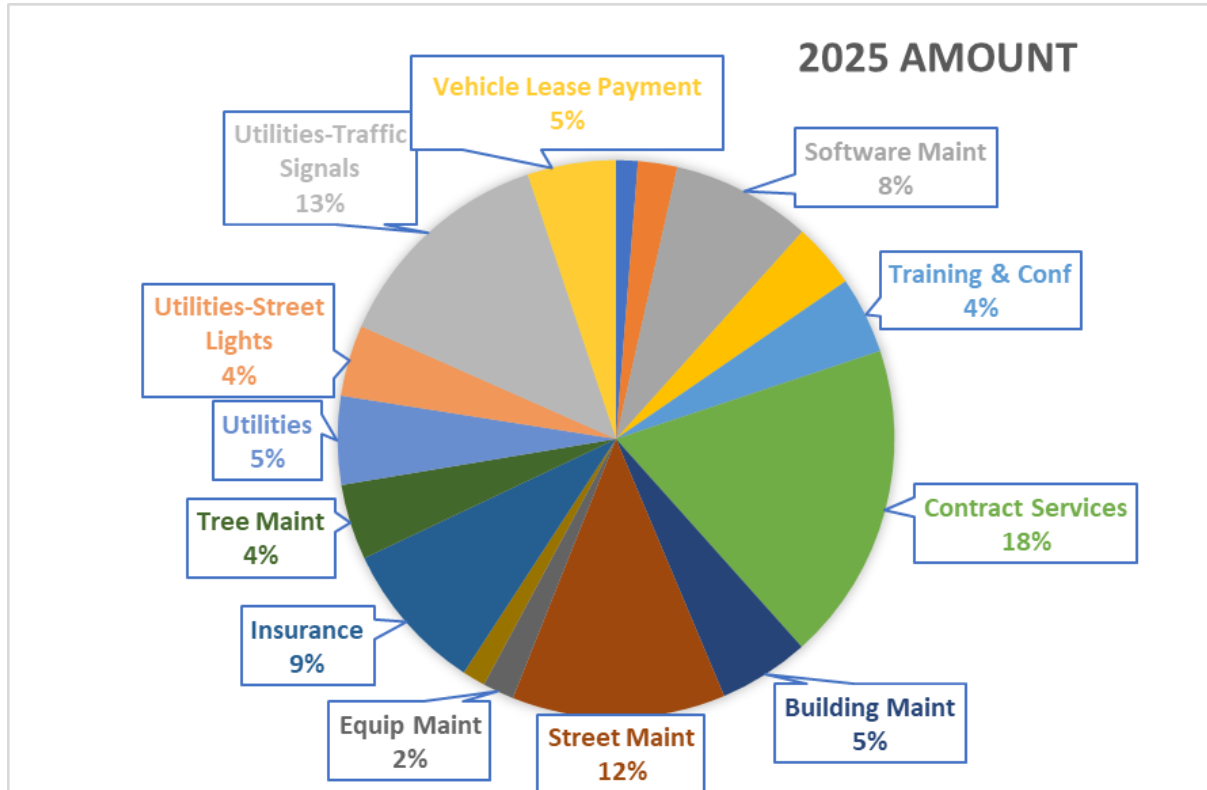
Service	2025 Budget	2024 Budget	2023 Actual	2022 Actual	2021 Actual
Legal	\$175,000	\$175,000	\$242,006	\$83,973	\$133,847
Planner	\$60,000	\$60,000	\$83,999	\$47,823	\$26,596

Contracted Legal and Planning fees fluctuate depending on the level of usage. 2023 was an anomaly compared to prior years, with most of the variance driven by litigation (legal) and public engagement for the zoning discussion (planner). Absent these high-utilization issues, costs have historically been significantly lower.



Contract Services

36





37

COMMODITIES



Commodities

38

□ Commodities

- ▣ Accounts for 3% of the General Fund expenditure budget
- ▣ Includes a 3.4% increase between 2024 and 2025
- ▣ Commodities includes:
 - Road salt & other chemicals
 - Fuel - \$4 per gallon (usage audit conducted)
 - Clothing & uniforms



39

CAPITAL OUTLAY



Capital Outlay

40

□ Capital Outlay

- ▣ Accounts for 1% of the General Fund expenditure budget
- ▣ Includes a 7% *decrease* in expenditures over the 2024 budget
- ▣ Capital Outlay includes:
 - Equipment with a useful life greater than one year
 - Non-Leased Vehicles (*Leased vehicles now reflected as a lease payment in Contractual Services*) – mostly Police vehicles
 - Field equipment



Contingency

41

- Contingency - \$500,000
 - ▣ Accounts for 2% of the General Fund expenditure budget
 - ▣ There was no change from between the 2024 and 2025 budget
 - ▣ Contingency funds are budgeted for emergencies and unplanned major expenditures



42

EQUIPMENT RESERVE FUND



Equipment Reserve

43

	2025 Request
IT Projects	
PD Laptop Replacement (2028 - 2029 project) ^{on-going}	25,000
Server Replacement ^{on-going}	10,000
PD Radio Replacement (2027 project) ²⁰²⁷	50,000
PD In car video / BWC	150,000
Traffic Camera/Fixed Location License Plate Reader	80,000
Switches (Network)	10,000
Network Back Up	10,000
Citywide Laptop/Computer Replacement	30,000
City Facility Camera Replacement	8,000
Total IT Projects	373,000
Equipment/Vehicle Replacement	
PW Mower (Annual)	25,000
PW Internat'l Dump Truck	250,000
PW Drainage Pole Camera, rover wheels/controller	47,000
PW Material Transport Buggy	15,000
Outdoor Warning Siren	42,000
Total Equipment/Vehicle Replacement	379,000
Total Allocations	752,000



44

SOLID WASTE FUND



2025 Solid Waste Rates

45

	Residential Rate Per Household
2024 Rates	\$20.33 per month/\$244 per year
2025 Proposed Rates	\$20.67 per month/\$248 per year

- 3.25% rate increase with Republic for 2025
- 1.5 month reserve amount needed for 2025 = \$273,769
- Proposed 2025 rates include maintaining reserves at 1.5 months of expenditures
- Continues funding annual mattress collections



Solid Waste Assessment History

46

Year	Annual Assessment
2015	\$174.00
2016	\$174.00
2017	\$192.00
2018	\$192.00
2019	\$207.00
2020	\$228.00
2021	\$218.00
2022	\$227.00
2023	\$245.00
2024	\$244.00
2025	\$248.00



2025 Solid Waste Fund Budget

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Solid Waste Management Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 240,393	\$ 226,138	\$ 267,986	\$ 313,075	\$ 302,861
Revenues:					
Licenses & Permits	1,825	2,725	2,000	2,000	2,000
Charges for Services	1,924,353	2,072,731	2,073,852	2,073,852	2,113,063
Interest on Investments	17,556	48,417	30,000	52,566	45,000
Miscellaneous	980	-	1,000	-	1,000
Total Revenue	1,944,714	2,123,873	2,106,852	2,128,418	2,161,063
 Total Sources	1,944,714	2,123,873	2,106,852	2,128,418	2,161,063
Expenditures:					
Personnel Services	43,673	45,713	41,792	41,792	51,658
Contract Services	1,915,295	1,991,224	2,068,175	2,095,840	2,137,497
Commodities	-	-	1,000	1,000	1,000
Contingency	-	-	263,871	-	273,769
Total Expenditures	1,958,968	2,036,937	2,374,838	2,138,632	2,463,924
 Total Uses	1,958,968	2,036,937	2,374,838	2,138,632	2,463,924
 Sources Over(Under) Uses	(14,254)	86,936	(267,986)	(10,214)	(302,861)
 Fund Balance @ 12/31	\$ 226,138	\$ 313,075	\$ -	\$ 302,861	\$ -



48

OTHER FUNDS AND PROGRAMS



Outside Agency Funding

49

City of Prairie Village Outside Agency Funding				
	2022 Actuals	2023 Actuals	2024 Budget	2025 Budget
Outside Agencies				
Alcohol Funds - dispersed to various agencies	44,000	44,000	44,000	44,000
United Community Services - Human Service Fund	10,000	10,000	10,500	10,500
National League of Cities	2,004	2,064	2,200	2,200
League of Kansas Municipalities	18,250	19,978	19,000	21,000
MARC	9,054	9,227	9,700	9,700
NE JO CO Chamber Membership	2,700	2,700	2,700	2,700
NE JO CO Chamber for Events & Chamber dinner	2,900	2,595	1,950	1,950
SMEF (Shawnee Mission Educational Foundation)	1,500	1,750	1,500	2,000
Committees				
Village Fest	15,000	35,000	37,000	39,000
Arts Council	14,500	10,000	10,000	10,000
Public Art Fund	-	10,000	10,000	10,000
Environmental Committee	8,000	8,000	8,000	8,000
Jazz Fest	25,000	35,000	35,000	35,000
Diversity Committee	10,000	16,500	12,500	12,500
Juneteenth	-	15,000	15,000	15,000



2025 Economic Development Fund

50

Economic Development Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 170,819	\$ 222,208	\$ -	\$ 114,726	\$ 148,726
Revenues:					
Interest on Investments	5,099	10,245	695	7,000	5,309
Total Revenue	5,099	10,245	695	7,000	5,309
Transfers from Other funds:					
Transfer from General Fund	136,000	266,000	266,000	266,000	266,000
Total	136,000	266,000	266,000	266,000	266,000
Total Sources	141,099	276,245	266,695	273,000	271,309
Expenditures:					
Contract Services: <i>Exterior and Sustainability Grant Programs</i>	89,710	96,028	104,000	104,000	104,000
Contract Services: <i>Property Tax Rebate</i>	-	26,772	25,000	35,000	50,000
Contract Services: <i>Community Center Site Design and Owner's Rep</i>	-	40,927	-	100,000	-
Contract Services: <i>Mail-in Ballot</i>	-	-	54,000	-	54,000
Capital Outlay (Parks)	-	220,000	-	-	-
Contingency	-	-	83,695	-	212,035
Total Expenditures	89,710	383,727	266,695	239,000	420,035
Total Uses	89,710	383,727	266,695	239,000	420,035
Sources Over(Under) Uses	51,389	(107,482)	-	34,000	(148,726)
Fund Balance @ 12/31	\$ 222,208	\$ 114,726	\$ -	\$ 148,726	\$ -



2025 American Rescue Plan Act Budget

51

- ❑ City of Prairie Village total allocation:
\$3,402,421 (half received in 2021 & 2022)
- ❑ Timeline:
 - ▣ Project and Expenditure Report filed April 30, 2024
 - ▣ Funds must be obligated by December 31, 2024
 - ▣ Funds must be expended by December 31, 2026



American Rescue Plan Act Budget

52

Staff Proposed allocation (updated)

- Pool Repair: \$1.8MM (2023)
- Phone System/Information Technology Needs: \$150,000 (2023/2024)
- Municipal Complex Improvements/Infrastructure: have spent approximately \$100,000. Approximately \$1.5MM remaining. This has now been obligated for the Clark Enersen design contract.
 - This fund is “unbudgeted,” so it can be adjusted as needed but has time restrictions as previously noted.



2025 Transient Guest Tax Budget

53

Transient Guest Tax					
	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 112,831	\$ 372,438	\$ 136,126	\$ 233,368	\$ 239,268
Revenues:					
Transient Guest Tax	288,557	336,999	280,000	350,000	350,000
Interest on Investments	7,931	23,388	268	10,000	10,541
Total Revenue	296,488	360,387	280,268	360,000	360,541
 Total Sources	 296,488	 360,387	 280,268	 360,000	 360,541
Expenditures:					
Contract Services	36,881	134,457	163,100	164,100	171,500
Capital Outlay (Parks)	-	365,000	190,000	190,000	300,000
Reserves	-	-	63,294	-	128,309
Total Expenditures	36,881	499,457	416,394	354,100	599,809
 Total Uses	 36,881	 499,457	 416,394	 354,100	 599,809
Sources Over(Under) Uses	259,607	(139,070)	(136,126)	5,900	(239,268)
 Fund Balance @ 12/31	 \$ 372,438	 \$ 233,368	 \$ -	 \$ 239,268	 \$ -



2025 Transient Guest Tax Budget

54

Detailed Expenditure	2024	2025
Arts Council Annual Allocation	10,000	10,000
VillageFest	37,000	39,000
JazzFest	35,000	35,000
Diversity Committee	12,500	12,500
Juneteenth Festival	15,000	15,000
Holiday Event	3,000	3,000
Meadowbrook JCPRD Festival	10,000	15,000
Meadowbrook/VT Partnership	25,000	25,000
Public Art Fund	10,000	10,000
Capital Outlay (Parks)	190,000	300,000
City Admin Fee (2%)	5,600	7,000
Reserves	63,294	128,309
	\$ 416,394	\$ 599,809



2025 Meadowbrook TIF Fund

55

Meadowbrook TIF Fund					
	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 26	\$ 71,468	\$ 174,328	\$ 148,402	\$ 212,402
Revenues:					
Incremental Property Taxes	2,053,194	2,532,771	2,752,600	3,140,933	3,393,323
Interest on Investments	1,609	8,896	5,344	5,000	3,716
Total Revenue	2,054,803	2,541,667	2,757,944	3,145,933	3,397,039
Expenditures:					
Contract Services	10,000	10,000	10,000	10,000	10,000
Debt Service (Payment to Trustee)	1,973,361	2,454,733	2,683,600	3,071,933	3,324,323
Contingency (TIF Commercial Balance)	-	-	238,672	-	275,118
Total Expenditures	1,983,361	2,464,733	2,932,272	3,081,933	3,609,441
Total Uses	1,983,361	2,464,733	2,932,272	3,081,933	3,609,441
Sources Over(Under) Uses	71,442	76,934	(174,328)	64,000	(212,402)
Fund Balance @ 12/31	\$ 71,468	\$ 148,402	\$ -	\$ 212,402	\$ -



2025 CIP Budget

56

PROJECT #	PROJECT DESCRIPTION	PREVIOUS BUDGET	2025 BUDGET	2026 BUDGET	2027 BUDGET	2028 BUDGET	PROJECT TOTAL
PARK							
POOLRESV	Park Infrastructure Reserve	\$ 150,652.61	\$ 105,000.00	\$ 105,000.00	\$ 105,000.00	\$ 105,000.00	\$ 570,652.61
BG250004	Franklin Park Historical Marker & Surfacing	\$ 15,000.00	\$ 390,000.00				\$ 405,000.00
BG900005	Windsor Trail & Playset		\$ 40,000.00	\$ 400,000.00			\$ 440,000.00
	Shaffer Park Fountain Lights Replace & LED		\$ 25,000.00				\$ 25,000.00
	Porter Shelter & Playset			\$ 25,000.00	\$ 560,000.00		\$ 585,000.00
	Pool Painting			\$ 95,000.00			\$ 95,000.00
	Harmon Park Tennis Court Resurfacing					\$ 150,000.00	\$ 150,000.00
PARK TOTAL PER YEAR		\$ 165,652.61	\$ 560,000.00	\$ 625,000.00	\$ 665,000.00	\$ 255,000.00	\$ 2,270,652.61
DRAINAGE							
WDPRRESV	Water Discharge Program Reserve	\$ 66,197.63		\$ 20,000.00		\$ 20,000.00	\$ 106,197.63
MIRD0007	Mission Road	\$ 2,039,750.00	\$ 20,000.00	\$ 20,000.00			\$ 2,079,750.00
DRAIN25x	Drainage Repair Program		\$ 1,300,000.00	\$ 1,300,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 4,600,000.00
DRAINAGE TOTAL PER YEAR		\$ 2,105,947.63	\$ 1,320,000.00	\$ 1,340,000.00	\$ 1,000,000.00	\$ 1,020,000.00	\$ 6,785,947.63



2025 CIP Budget

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PROJECT #	PROJECT DESCRIPTION	PREVIOUS BUDGET	2025 BUDGET	2026 BUDGET	2027 BUDGET	2028 BUDGET	PROJECT TOTAL
STREETS							
TRAFRESV	Traffic Calming Program Reserve	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 100,000.00
PAVP2025	Residential Street Rehabilitation Program		\$ 3,500,000.00	\$ 3,500,000.00	\$ 3,500,000.00	\$ 3,500,000.00	\$ 14,000,000.00
UBAS2024	UBAS Overlay Program		\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 1,600,000.00
SODR0005	Somerset Dr - State Line to Reinhardt UBAS (Leawo	\$ 20,000.00	\$ 550,000.00				\$ 570,000.00
63ST0001	63rd St - Roe Ave to Nall Ave (Mission Admin) (CAR	\$ 30,000.00	\$ 173,000.00				\$ 203,000.00
75ST0002	75th St - State Line to Mission Rd (CARS)	\$ 20,000.00	\$ 711,000.00				\$ 731,000.00
NAAV0005	Nall Ave - 67th St to 75th St (CARS)	\$ 2,616,761.00	\$ 645,000.00				\$ 3,261,761.00
ROAV0008	Roe Ave - 63rd St to 83rd St (CARS)		\$ 50,000.00	\$ 1,463,000.00			\$ 1,513,000.00
83ST0003	83rd St - E City Limit to Nall Ave (CARS)			\$ 160,000.00	\$ 1,630,000.00		\$ 1,790,000.00
NAAV0006	Nall Ave - 63rd St to 67th St UBAS (Mission) (CARS)			\$ 50,000.00	\$ 355,000.00		\$ 405,000.00
75ST0003	75th St - Mission to Nall (CARS)				\$ 200,000.00	\$ 4,500,000.00	\$ 4,700,000.00
ROAV0009	Roe Ave - 83rd to 95th UBAS (CARS)					\$ 30,000.00	\$ 30,000.00
STREET TOTAL PER YEAR		\$ 2,706,761.00	\$ 6,049,000.00	\$ 5,593,000.00	\$ 6,105,000.00	\$ 8,450,000.00	\$ 28,903,761.00



2025 CIP Budget

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PROJECT #	PROJECT DESCRIPTION	PREVIOUS BUDGET	2025 BUDGET	2026 BUDGET	2027 BUDGET	2028 BUDGET	PROJECT TOTAL
BUILDING							
BLDGResv	Building Reserve	\$ 295,431.24	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 495,431.24
	PW Salt Barn Repair Siding		\$ 70,000.00				\$ 70,000.00
BG510003	Municipal Complex Improvements	\$ 490,000.00	\$ 29,510,000.00				\$ 30,000,000.00
BUILDING TOTAL PER YEAR		\$ 785,431.24	\$ 29,630,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 30,565,431.24
OTHER							
ADARESvX	ADA Compliance Program Reserve	\$ 66,275.91	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 166,275.91
CONC2024	Concrete Repair Program		\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 2,400,000.00
ELEC2023	Electric Charging for Wassmer Park		\$ 100,000.00				
SIDEWALK & CURB TOTAL PER YEAR		\$ 66,275.91	\$ 725,000.00	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	\$ 2,566,275.91
CIP TOTAL		\$ 5,830,068.39	\$ 38,284,000.00	\$ 8,233,000.00	\$ 8,445,000.00	\$ 10,400,000.00	\$ 71,092,068.39



2025 CIP Budget

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PROJECT #	PROJECT DESCRIPTION	PREVIOUS BUDGET	2025 BUDGET	2026 BUDGET	2027 BUDGET	2028 BUDGET	PROJECT TOTAL
BUILDING							
BLDGResv	Building Reserve	\$ 295,431.24	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 495,431.24
	PW Salt Barn Repair Siding		\$ 70,000.00				\$ 70,000.00
BG510003	Municipal Complex Improvements	\$ 490,000.00					\$ 490,000.00
BUILDING TOTAL PER YEAR		\$ 785,431.24	\$ 120,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 1,055,431.24
OTHER							
ADARESvX	ADA Compliance Program Reserve	\$ 66,275.91	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 166,275.91
CONC2024	Concrete Repair Program		\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 2,400,000.00
ELEC2023	Electric Charging for Wassmer Park		\$ 100,000.00				
SIDEWALK & CURB TOTAL PER YEAR		\$ 66,275.91	\$ 725,000.00	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	\$ 2,566,275.91
CIP TOTAL		\$ 5,830,068.39	\$ 8,774,000.00	\$ 8,233,000.00	\$ 8,445,000.00	\$ 10,400,000.00	\$ 41,582,068.39

Note: this slide shows the total without Municipal Complex improvements for easier comparability across years.



2025 CIP Budget

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	FUNDING DESCRIPTION	2025 FUNDING	2026 FUNDING	2027 FUNDING	2028 FUNDING	FUNDING TOTAL
CASH	CAPITAL RESERVE	\$ 310,000.00	\$ 310,000.00	\$ -	\$ -	\$ 620,000.00
CASH	GENERAL FUND	\$ 5,455,000.00	\$ 5,448,000.00	\$ 5,817,500.00	\$ 7,950,000.00	\$ 24,670,500.00
BUILD	BUILDING BOND	\$ 29,510,000.00	\$ -	\$ -	\$ -	\$ 29,510,000.00
DRAIN	STORMWATER FUND	\$ 1,050,000.00	\$ 1,050,000.00	\$ 1,050,000.00	\$ 1,050,000.00	\$ 4,200,000.00
DRAIN	SMAC GRANT	\$ 60,000.00	\$ 60,000.00	\$ 50,000.00	\$ 50,000.00	\$ 220,000.00
DRAIN	DRAIN BOND	\$ -	\$ -	\$ -	\$ -	\$ -
PARK	SPECIAL PARK	\$ 260,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 860,000.00
PARK	PARK SALES TAX	\$ -	\$ -	\$ -	\$ -	\$ -
STREET	CARS GRANT	\$ 411,500.00	\$ 555,000.00	\$ 638,750.00	\$ 550,000.00	\$ 2,155,250.00
STREET	SPECIAL HIGHWAY	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 2,400,000.00
STREET	STREET BOND	\$ -	\$ -	\$ -	\$ -	\$ -
MISC	FUNDING FROM OTHERS	\$ 217,500.00	\$ 10,000.00	\$ 88,750.00	\$ -	\$ 316,250.00
ECODEVO	ECONOMIC DEVELOPMENT	\$ -	\$ -	\$ -	\$ -	\$ -
TGT	TRANSIENT GUEST TAX	\$ 300,000.00	\$ -	\$ -	\$ -	\$ 300,000.00
TOTAL FUNDING BY YEAR		\$ 38,174,000.00	\$ 8,233,000.00	\$ 8,445,000.00	\$ 10,400,000.00	\$ 65,252,000.00

Note that 2025 General Fund funding above is if Council approves \$300k of TGT funding going to Parks capital outlay.



2025 CIP Budget

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	FUNDING DESCRIPTION	2025 FUNDING	2026 FUNDING	2027 FUNDING	2028 FUNDING	FUNDING TOTAL
CASH	CAPITAL RESERVE	\$ 310,000.00	\$ 310,000.00	\$ -	\$ -	\$ 620,000.00
CASH	GENERAL FUND	\$ 5,455,000.00	\$ 5,448,000.00	\$ 5,817,500.00	\$ 7,950,000.00	\$ 24,670,500.00
BUILD	BUILDING BOND		\$ -	\$ -	\$ -	\$ 29,510,000.00
DRAIN	STORMWATER FUND	\$ 1,050,000.00	\$ 1,050,000.00	\$ 1,050,000.00	\$ 1,050,000.00	\$ 4,200,000.00
DRAIN	SMAC GRANT	\$ 60,000.00	\$ 60,000.00	\$ 50,000.00	\$ 50,000.00	\$ 220,000.00
DRAIN	DRAIN BOND	\$ -	\$ -	\$ -	\$ -	\$ -
PARK	SPECIAL PARK	\$ 260,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 860,000.00
PARK	PARK SALES TAX	\$ -	\$ -	\$ -	\$ -	\$ -
STREET	CARS GRANT	\$ 411,500.00	\$ 555,000.00	\$ 638,750.00	\$ 550,000.00	\$ 2,155,250.00
STREET	SPECIAL HIGHWAY	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 2,400,000.00
STREET	STREET BOND	\$ -	\$ -	\$ -	\$ -	\$ -
MISC	FUNDING FROM OTHERS	\$ 217,500.00	\$ 10,000.00	\$ 88,750.00	\$ -	\$ 316,250.00
ECODEVO	ECONOMIC DEVELOPMENT	\$ -	\$ -	\$ -	\$ -	\$ -
TGT	TRANSIENT GUEST TAX	\$ 300,000.00	\$ -	\$ -	\$ -	\$ 300,000.00
TOTAL FUNDING BY YEAR		\$ 8,664,000.00	\$ 8,233,000.00	\$ 8,445,000.00	\$ 10,400,000.00	\$ 65,252,000.00

Note: this slide shows the total without Municipal Complex improvements for easier comparability across years.



Decision Packages – Finance Committee Recommendation

(Included in 2025 Preliminary Budget)

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Decision Package Title	Requester	Funding Source	Requested Amount	Description	Finance Committee Vote (Yay-Nay)
Mayor/Council Submitted Items					
Hygiene product initiative as proposed by Youth Council	Mayor/ Gallagher/ Selders	General Fund	\$ 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.	6 to 0, Public Works to implement specifics
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.	Withdrawn by Gallagher
Mill Levy Reduction of one mill	Sharp	General Fund	\$ (632,000)	Reduce the mill levy by 1 mill	0 to 6
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 to 6
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	0 to 6
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)	0 to 6
Reduce contract expenditures: legal, city planner fees	Sharp	General Fund	TBD	Reduce contract expenditures: legal, city planner fees (amount TBD)	0 to 6
Family tax rebate program	Shelton	Economic Development	\$ 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.	6 to 0 for funding, policy component to be discussed by council at a later date



Revenue Neutral Rate Overview

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- During the 2021 legislative session, the tax lid was removed and the legislature enacted SB13 and HB2104, establishing new notice and public hearing requirements **if the proposed budget will exceed the property tax levy's revenue neutral rate.**
- The revenue neutral rate is **the tax rate in mills that will generate the same property tax in dollars as the previous tax year** using the current tax year's total assessed valuation.
- The County Clerk shall divide the property tax revenue for each taxing subdivision levied for the previous tax year by the total of taxable assessed valuation in such taxing subdivisions for the current tax year to express the rate in mills.
- The City's Revenue Neutral Rate has not yet been provided by Johnson County. With this budget as presented the City will need to go through the Revenue Neutral Rate process.



Next Steps

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- ❑ **June 15th** *County Clerks calculated and notified each taxing subdivision of the revenue neutral rate*
- ❑ **June 17th** - Council Meeting: Preliminary 2025 Budget to Council for 1st time
- ❑ **July 15th** - Council Meeting: Resolution Stating Intent to Exceed Revenue Neutral Rate and permission to publish the 2025 Budget
- ❑ **July 20th** *Deadline for Governing Bodies to notify County Clerk if intend to exceed revenue neutral rate*
- ❑ **August 10th** *County Clerk consolidates information from taxing entities and sends notification to taxpayers*
- ❑ **August 25th** *Budget Due to County Clerk if not exceeding revenue neutral rate*
- ❑ **September 3rd** Revenue Neutral Rate Hearing/Budget Hearing/Adopt 2025 Budget
 - ❑ If exceeding Revenue Neutral Rate
- ❑ **September 20th** Last day to hold a public hearing to consider exceeding the revenue neutral rate
- ❑ **October 1st** *Budget Due to County Clerk if exceeding revenue neutral rate*

2025 BUDGET

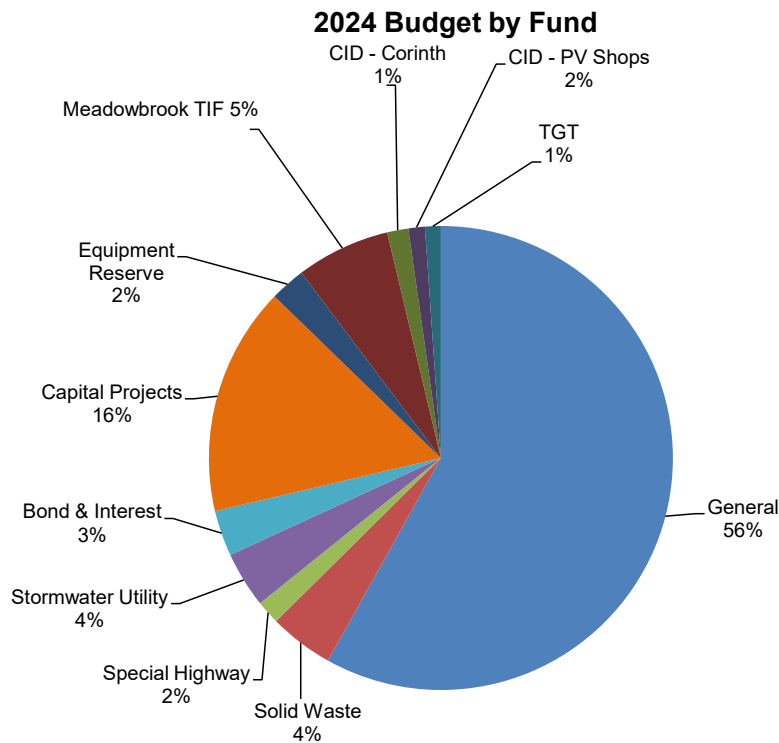
City of Prairie Village, Kansas

Preliminary
budget as of
June 17, 2024



2025 Budget by Fund

Fund	2022 Actual	2023 Actual	2024 Budget	2025 Budget
General	\$ 25,103,960	\$ 27,851,685	\$ 31,586,176	\$ 32,005,383
Solid Waste	1,958,968	2,036,937	2,374,838	2,463,924
Special Highway	597,000	619,880	847,897	906,158
Stormwater Utility	1,600,000	1,600,000	2,073,877	2,156,220
Special Parks & Rec	105,000	157,091	276,913	290,329
Special Alcohol	172,552	207,567	308,662	375,453
Bond & Interest	1,050,725	1,048,000	1,749,147	1,762,126
Capital Projects	5,444,437	13,129,083	8,933,000	8,774,000
Risk Management Reserve	(14,000)	6,674	221,356	260,012
Economic Development	89,710	383,727	266,695	420,035
Equipment Reserve	566,844	248,323	1,148,499	1,359,484
Meadowbrook TIF	1,983,361	2,464,733	2,932,272	3,609,441
CID - Corinth	560,000	696,043	781,020	810,462
CID - PV Shops	420,000	730,365	940,606	638,713
ARPA	64,801	1,859,712	1,422,939	-
Transient Guest Tax	36,881	499,457	416,394	599,809
Total	\$ 39,740,239	\$ 53,539,277	\$ 56,280,291	\$ 56,431,549



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

General Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 9,565,635	\$ 11,079,472	\$ 10,407,990	\$ 11,317,714	\$ 9,699,708
Revenues:					
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	6,660,000
Use Tax	2,795,524	2,854,934	2,510,000	2,680,000	2,785,000
Motor Vehicle Tax	790,061	827,826	794,356	803,000	831,586
Liquor Tax	176,393	208,944	187,611	217,852	219,262
Franchise Fees	2,034,826	1,993,683	1,795,500	1,922,250	1,897,250
Licenses & Permits	1,197,762	961,735	945,258	911,025	920,025
Intergovernmental	-	-	-	492,000	-
Charges for Services	1,811,122	2,061,196	2,219,434	2,223,100	2,350,100
Fines & Fees	600,977	684,269	608,700	694,400	683,700
Recreational Fees	479,401	501,225	464,800	464,800	480,500
Interest on Investments	60,866	736,540	118,192	375,000	239,679
Miscellaneous	186,162	255,145	149,835	166,293	151,935
Total Revenue	26,017,803	27,489,927	27,250,648	28,584,720	28,794,136
Transfers from Other funds:					
Transfer from Stormwater Utility Fund	600,000	600,000	600,000	600,000	600,000
Total	600,000	600,000	600,000	600,000	600,000
Total Sources	26,617,803	28,089,927	27,850,648	29,184,720	29,394,136
Expenditures:					
Personnel Services	12,146,549	13,817,500	15,134,217	14,995,585	16,106,447
Contract Services	5,031,868	5,772,754	5,925,554	5,807,043	6,090,536
Commodities	859,457	759,257	1,010,150	989,947	1,044,850
Capital Outlay	227,561	303,945	305,200	299,096	282,700
Contingency	-	-	500,000	-	500,000
Total Expenditures	18,265,435	20,653,456	22,875,121	22,091,670	24,024,533
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	5,319,000	5,284,229	6,135,530	6,135,530	5,455,000
Transfer to Bond & Interest Fund	1,050,725	1,048,000	559,525	559,525	559,850
Add'l Transfer-Municipal Complex Plannin	-	-	1,150,000	1,150,000	1,150,000
Transfer to Economic Development Fund	136,000	266,000	266,000	266,000	266,000
Transfer to Equipment Reserve Fund	332,800	600,000	600,000	600,000	550,000
Total	6,838,525	7,198,229	8,711,055	8,711,055	7,980,850
Total Uses	25,103,960	27,851,685	31,586,176	30,802,725	32,005,383
Sources Over(Under) Uses	1,513,843	238,242	(3,735,528)	(1,618,005)	(2,611,247)
Fund Balance @ 12/31	\$ 11,079,472	\$ 11,317,714	\$ 6,672,462	\$ 9,699,708	\$ 7,088,461

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

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

Solid Waste Management Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 240,393	\$ 226,138	\$ 267,986	\$ 313,075	\$ 302,861
Revenues:					
Licenses & Permits	1,825	2,725	2,000	2,000	2,000
Charges for Services	1,924,353	2,072,731	2,073,852	2,073,852	2,113,063
Interest on Investments	17,556	48,418	30,000	52,566	45,000
Miscellaneous	979	-	1,000	-	1,000
Total Revenue	1,944,713	2,123,874	2,106,852	2,128,418	2,161,063
 Total Sources	 1,944,713	 2,123,874	 2,106,852	 2,128,418	 2,161,063
Expenditures:					
Personnel Services	43,673	45,713	41,792	41,792	51,658
Contract Services	1,915,295	1,991,224	2,068,175	2,095,840	2,137,497
Commodities	-	-	1,000	1,000	1,000
Contingency	-	-	263,871	-	273,769
Total Expenditures	1,958,968	2,036,937	2,374,838	2,138,632	2,463,924
 Total Uses	 1,958,968	 2,036,937	 2,374,838	 2,138,632	 2,463,924
Sources Over(Under) Uses	(14,255)	86,937	(267,986)	(10,214)	(302,861)
Fund Balance @ 12/31	\$ 226,138	\$ 313,075	\$ -	\$ 302,861	\$ -

Funding Sources: Special assessments on property tax bills.

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

2020 Assessment: \$228.00
 2021 Assessment: \$218.00
 2022 Assessment: \$227.00
 2023 Assessment: \$245.00
 2024 Assessment: \$244.00
 2025 Assessment: \$248.00

Special Highway Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 204,012	\$ 236,856	\$ 235,548	\$ 263,166	\$ 287,666
Revenues:					
Intergovernmental	618,182	613,192	603,260	607,760	603,260
Interest on Investments	11,662	32,998	9,089	20,000	15,232
Total Revenue	629,844	646,190	612,349	627,760	618,492
Total Sources	629,844	646,190	612,349	627,760	618,492
Expenditures:					
Personnel Services	-	-	-	-	-
Contract Services	-	-	-	-	-
Commodities	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Debt Service	-	-	-	-	-
Infrastructure	-	-	-	-	-
Contingency	-	-	244,637	-	306,158
Total Expenditures	-	-	244,637	-	306,158
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	597,000	619,880	603,260	603,260	600,000
Total	597,000	619,880	603,260	603,260	600,000
Total Uses	597,000	619,880	847,897	603,260	906,158
Sources Over(Under) Uses	32,844	26,310	(235,548)	24,500	(287,666)
Fund Balance @ 12/31	\$ 236,856	\$ 263,166	\$ -	\$ 287,666	\$ -

Funding Sources: State gasoline tax (per gallon)

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

Stormwater Utility Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 271,231	\$ 341,180	\$ 406,844	\$ 451,875	\$ 489,187
Revenues:					
Licenses & Permits	12,880	9,393	5,000	10,000	5,000
Charges for Services	1,641,036	1,634,451	1,637,312	1,637,312	1,637,312
Interest on Investments	16,033	66,851	24,721	40,000	24,721
Total Revenue	1,669,949	1,710,695	1,667,033	1,687,312	1,667,033
Total Sources	1,669,949	1,710,695	1,667,033	1,687,312	1,667,033
Expenditures:					
Contingency	-	-	423,877	-	506,220
Total Expenditures	-	-	423,877	-	506,220
Transfers to Other Funds:					
Transfer to General Fund	600,000	600,000	600,000	600,000	600,000
Transfer to Bond & Interest Fund	-	-	-	-	-
Transfer to Capital Infrastructure Fund	1,000,000	1,000,000	1,050,000	1,050,000	1,050,000
Total	1,600,000	1,600,000	1,650,000	1,650,000	1,650,000
Total Uses	1,600,000	1,600,000	2,073,877	1,650,000	2,156,220
Sources Over(Under) Uses	69,949	110,695	(406,844)	37,312	(489,187)
Fund Balance @ 12/31	\$ 341,180	\$ 451,875	\$ -	\$ 489,187	\$ -

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

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

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

Special Park & Recreation Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ -	\$ 71,393	\$ 89,302	\$ 130,128	\$ 71,067
Revenues:					
Liquor Tax	176,393	208,944	187,611	217,852	219,262
Interest on Investments	-	6,882	-	-	-
Total Revenue	176,393	215,826	187,611	217,852	219,262
Total Sources	176,393	215,826	187,611	217,852	219,262
Expenditures:					
Contingency	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	105,000	157,091	276,913	276,913	290,329
Total	105,000	157,091	276,913	276,913	290,329
Total Uses	105,000	157,091	276,913	276,913	290,329
Sources Over(Under) Uses	71,393	58,735	(89,302)	(59,061)	(71,067)
Fund Balance @ 12/31	\$ 71,393	\$ 130,128	\$ -	\$ 71,067	\$ -

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

Expenditures: Park and pool improvements.

Special Alcohol Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 13,673	\$ 23,988	\$ 70,249	\$ 94,447	\$ 128,603
Revenues:					
Liquor Tax	176,393	208,944	187,611	217,852	219,262
Interest on Investments	890	6,797	802	5,000	2,588
Miscellaneous	5,584	62,285	50,000	25,000	25,000
Total Revenue	182,867	278,026	238,413	247,852	246,850
Total Sources	182,867	278,026	238,413	247,852	246,850
Expenditures:					
Personnel Services	89,616	115,543	121,798	121,798	144,079
Contract Services	75,757	80,727	74,898	74,898	85,618
Commodities	7,179	11,297	17,000	17,000	17,000
Capital Outlay	-	-	-	-	-
Contingency	-	-	94,966	-	128,756
Total Expenditures	172,552	207,567	308,662	213,696	375,453
Total Uses	172,552	207,567	308,662	213,696	375,453
Sources Over(Under) Uses	10,315	70,459	(70,249)	34,156	(128,603)
Fund Balance @ 12/31	\$ 23,988	\$ 94,447	\$ -	\$ 128,603	\$ -

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

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

Bond & Interest Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 33,990	\$ 35,836	\$ 38,097	\$ 40,385	\$ 50,385
Revenues:					
Property Taxes	-	-	-	-	-
Motor Vehicle Tax	-	-	-	-	-
Interest on Investments	1,846	4,549	1,525	10,000	2,216
Total Revenue	1,846	4,549	1,525	10,000	2,216
Transfers from Other funds:					
Transfer from General Fund	1,050,725	1,048,000	1,709,525	1,160,525	1,709,525
Transfer from Stormwater Fund	-	-	-	-	-
Total	1,050,725	1,048,000	1,709,525	1,160,525	1,709,525
Total Sources	1,052,571	1,052,549	1,711,050	1,170,525	1,711,741
Expenditures:					
Debt Service	1,050,725	1,048,000	559,525	559,525	1,709,850
Infrastructure	-	-	1,150,000	601,000	-
Contingency	-	-	39,622	-	52,276
Total Expenditures	1,050,725	1,048,000	1,749,147	1,160,525	1,762,126
Total Uses	1,050,725	1,048,000	1,749,147	1,160,525	1,762,126
Sources Over(Under) Uses	1,846	4,549	(38,097)	10,000	(50,385)
Fund Balance @ 12/31	\$ 35,836	\$ 40,385	\$ -	\$ 50,385	\$ -

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

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

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

Capital Infrastructure Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 6,212,265	\$ 8,543,239	\$ 8,544,719	\$ 3,973,099	\$ 7,253,542
Revenues:					
Intergovernmental	720,584	851,187	807,470	3,900,000	689,000
Bond Proceeds	-	-	-	-	-
Interest on Investments	16,218	49,805	87,447	60,000	32,127
Miscellaneous	3,337	11,751	1,000	1,000	1,000
Net Inc/Decr in Fair Value	14,272	-	-	-	-
Total Revenue	754,411	912,743	895,917	3,961,000	722,127
Transfers from Other funds:					
Transfer from General Fund	5,319,000	5,284,229	6,135,530	6,684,530	5,455,000
Transfer from Special Highway Fund	597,000	619,880	603,260	600,000	600,000
Transfer from Stormwater Utility Fund	1,000,000	1,000,000	1,050,000	1,050,000	1,050,000
Transfer from Special Parks & Rec Fund	105,000	157,091	276,913	276,913	290,329
Transfer from Transient Guest Tax Fund	-	365,000	190,000	190,000	300,000
Transfer from Economic Development Fund	-	220,000	-	-	-
Total	7,021,000	7,646,200	8,255,703	8,801,443	7,695,329
Total Sources	7,775,411	8,558,943	9,151,620	12,762,443	8,417,456
Expenditures:					
Infrastructure	5,444,437	13,129,083	8,933,000	9,482,000	8,774,000
Total Expenditures	5,444,437	13,129,083	8,933,000	9,482,000	8,774,000
Total Uses	5,444,437	13,129,083	8,933,000	9,482,000	8,774,000
Sources Over(Under) Uses	2,330,974	(4,570,140)	218,620	3,280,443	(356,544)
Fund Balance @ 12/31	\$ 8,543,239	\$ 3,973,099	\$ 8,763,339	\$ 7,253,542	\$ 6,896,998

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

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

Capital Infrastructure Fund

CIP Expenditure Total = \$8,774,000

2025 PROJECT DESCRIPTION	2025 EXPENDITURES
Park Infrastructure Reserve	\$105,000
Franklin Park Historical Marker & Surfacing	\$390,000
Windsor Trail & Playset	\$40,000
Shaffer Park Fountain Lights Replace & LED	\$25,000
PARK TOTAL PER YEAR	\$560,000
Water Discharge Program Reserve	\$0
Mission Road	\$20,000
Drainage Repair Program	\$1,300,000
DRAINAGE TOTAL PER YEAR	\$1,320,000
Traffic Calming Program Reserve	\$20,000
Residential Street Rehabilitation Program	\$3,500,000
UBAS Overlay Program	\$400,000
Somerset Dr - State Line to Reinhardt UBAS (Leawood)	\$550,000
63rd St - Roe Ave to Nall Ave (Mission Admin) (CARS)	\$173,000
75th St - State Line to Mission Rd (CARS)	\$711,000
Nall Ave - 67th St to 75th St (CARS)	\$645,000
Roe Ave - 63rd St to 83rd St (CARS)	\$50,000
STREET TOTAL PER YEAR	\$6,049,000
Building Reserve	\$50,000
PW Salt Barn Repair Siding	\$70,000
BUILDINGS TOTAL PER YEAR	\$120,000
ADA Compliance Program Reserve	\$25,000
Concrete Repair Program	\$600,000
Electric Charging for Wassmer Park	\$100,000
OTHER TOTAL PER YEAR	\$725,000
CIP TOTAL	\$8,774,000

Risk Management Reserve Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 215,579	\$ 248,377	\$ 217,356	\$ 261,311	\$ 254,311
Revenues:					
Interest on Investments	4,114	11,968	4,000	8,000	5,701
Miscellaneous	14,684	7,640	-	-	-
Total Revenue	18,798	19,608	4,000	8,000	5,701
Transfers from Other funds:					
Transfer from General Fund	-	-	-	-	-
Transfer from Special Alcohol Fund	-	-	-	-	-
Total	-	-	-	-	-
Total Sources	18,798	19,608	4,000	8,000	5,701
Expenditures:					
Contract Services	(14,000)	6,674	40,000	15,000	40,000
Risk Management Reserve	-	-	181,356	-	220,012
Total Expenditures	(14,000)	6,674	221,356	15,000	260,012
Total Uses	(14,000)	6,674	221,356	15,000	260,012
Sources Over(Under) Uses	32,798	12,934	(217,356)	(7,000)	(254,311)
Fund Balance @ 12/31	\$ 248,377	\$ 261,311	\$ -	\$ 254,311	\$ -

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

Expenditures: Risk management related expenditures, such as insurance deductibles

Economic Development Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 170,819	\$ 222,208	\$ -	\$ 114,726	\$ 148,726
Revenues:					
Interest on Investments	5,099	10,245	695	7,000	5,309
Total Revenue	5,099	10,245	695	7,000	5,309
Transfers from Other funds:					
Transfer from General Fund	136,000	266,000	266,000	266,000	266,000
Total	136,000	266,000	266,000	266,000	266,000
Total Sources	141,099	276,245	266,695	273,000	271,309
Expenditures:					
Contract Services: <i>Exterior and Sustainability Grant Programs</i>	89,710	96,028	104,000	104,000	104,000
Contract Services: <i>Property Tax Rebate</i>	-	26,772	25,000	35,000	50,000
Contract Services: <i>Community Center Site Design and Owner's Rep</i>	-	40,927	-	100,000	-
Contract Services: <i>Mail-in Ballot</i>	-	-	54,000	-	54,000
Capital Outlay (Parks)	-	220,000	-	-	-
Contingency	-	-	83,695	-	212,035
Total Expenditures	89,710	383,727	266,695	239,000	420,035
Total Uses	89,710	383,727	266,695	239,000	420,035
Sources Over(Under) Uses	51,389	(107,482)	-	34,000	(148,726)
Fund Balance @ 12/31	\$ 222,208	\$ 114,726	\$ -	\$ 148,726	\$ -

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

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

Economic Development Fund Allocation	2024 Bud	2024 Est	2025 Bud
Beginning balance	\$0	\$114,726	\$148,726
Interest	695	7,000	5,309
Transfer from General Fund (Public Safety Sales Tax & Minor Home Repair)	266,000	266,000	266,000
Community Center Site Design and Owner's Rep	-	(100,000)	-
Mail-in Ballot - Community Center	(54,000)	-	(54,000)
Exterior Grant Program	(74,000)	(74,000)	(74,000)
Sustainability Grant Program	(30,000)	(30,000)	(30,000)
Property tax rebate program	(25,000)	(35,000)	(50,000)
Capital Outlay (Parks)	-	-	-
Contingency	(83,695)	-	(212,035)
Total	\$0	\$148,726	\$0

Equipment Reserve Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 782,500	\$ 564,818	\$ 545,047	\$ 964,277	\$ 787,277
Revenues:					
Interest on Investments	16,362	47,782	3,452	30,000	22,207
Total Revenue	16,362	47,782	3,452	30,000	22,207
Transfers from Other funds:					
Transfer from General Fund	332,800	600,000	600,000	600,000	550,000
Total	332,800	600,000	600,000	600,000	550,000
Total Sources	349,162	647,782	603,452	630,000	572,207
Expenditures:					
Capital Outlay	566,844	248,323	611,000	807,000	752,000
Contingency	-	-	537,499	-	607,484
Total Expenditures	566,844	248,323	1,148,499	807,000	1,359,484
Total Uses	566,844	248,323	1,148,499	807,000	1,359,484
Sources Over(Under) Uses	(217,682)	399,459	(545,047)	(177,000)	(787,277)
Fund Balance @ 12/31	\$ 564,818	\$ 964,277	\$ -	\$ 787,277	\$ -

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

Expenditures: Acquisition of equipment, vehicles and technology projects.

Equipment Reserve Fund Plan

Equipment Reserve Expenditure Total = \$752,000

2024 PROJECT DESCRIPTION	2025 EXPENDITURES
PD Laptop Replacement (2028 - 2029 project)	\$25,000
Server Replacement	\$10,000
PD Radio Replacement (2027 project)	\$50,000
PD In car video / BWC (2025 project)	\$150,000
Traffic Camera/Fixed Location License Plate Reader	\$80,000
Switches (Network)	\$10,000
Network Back Up	\$10,000
Citywide Laptop/Computer Replacement	\$30,000
City Facility Camera Replacement	\$8,000
TOTAL	\$373,000
Public Works Equipment	
PW Mower (Annual)	\$25,000
PW Internat'l Dump Truck (Annual)	\$250,000
Drainage Pole Camera, Drainage Rover wheels/controller	\$47,000
Material Transport Buggy	\$15,000
Outdoor Warning Siren	\$42,000
TOTAL	\$379,000
EQUIPMENT RESERVE TOTAL	\$752,000

Meadowbrook TIF Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 26	\$ 71,468	\$ 174,328	\$ 148,402	\$ 212,402
Revenues:					
Incremental Property Taxes	2,053,194	2,532,771	2,752,600	3,140,933	3,393,323
Interest on Investments	1,609	8,896	5,344	5,000	3,716
Total Revenue	2,054,803	2,541,667	2,757,944	3,145,933	3,397,039
Expenditures:					
Contract Services	10,000	10,000	10,000	10,000	10,000
Debt Service (Payment to Trustee)	1,973,361	2,454,733	2,683,600	3,071,933	3,324,323
Contingency (TIF Commercial Balance)	-	-	238,672	-	275,118
Total Expenditures	1,983,361	2,464,733	2,932,272	3,081,933	3,609,441
Total Uses	1,983,361	2,464,733	2,932,272	3,081,933	3,609,441
Sources Over(Under) Uses	71,442	76,934	(174,328)	64,000	(212,402)
Fund Balance @ 12/31	\$ 71,468	\$ 148,402	\$ -	\$ 212,402	\$ -

Funding Sources: Incremental Property Tax

Expenditures: TIF contractual payment.

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

There are two TIF districts in Prairie Village:

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

CID - Corinth Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 145,256	\$ 231,024	\$ 156,020	\$ 237,741	\$ 123,717
Revenues:					
Sales Taxes	641,726	686,934	620,000	660,000	680,000
Interest on Investments	4,042	15,826	5,000	6,996	6,745
Total Revenue	645,768	702,760	625,000	666,996	686,745
Expenditures:					
Contract Services	560,000	696,043	781,020	781,020	810,462
Total Expenditures	560,000	696,043	781,020	781,020	810,462
Total Uses	560,000	696,043	781,020	781,020	810,462
Sources Over(Under) Uses	85,768	6,717	(156,020)	(114,024)	(123,717)
Fund Balance @ 12/31	\$ 231,024	\$ 237,741	\$ -	\$ 123,717	\$ -

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

Expenditures: Development within Corinth Square per Developer Agreement

CID - PV Shops Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 248,046	\$ 450,261	\$ 343,606	\$ 351,682	\$ 42,027
Revenues:					
Sales Taxes	614,593	604,809	585,000	575,000	585,000
Interest on Investments	7,622	26,977	12,000	15,345	11,686
Total Revenue	622,215	631,786	597,000	590,345	596,686
Total Sources	622,215	631,786	597,000	590,345	596,686
Expenditures:					
Contract Services	420,000	730,365	940,606	900,000	638,713
Total Expenditures	420,000	730,365	940,606	900,000	638,713
Total Uses	420,000	730,365	940,606	900,000	638,713
Sources Over(Under) Uses	202,215	(98,579)	(343,606)	(309,655)	(42,027)
Fund Balance @ 12/31	\$ 450,261	\$ 351,682	\$ -	\$ 42,027	\$ -

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

Expenditures: Development within PV Shops per Developer Agreement

Transient Guest Tax

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 112,831	\$ 372,438	\$ 136,126	\$ 233,368	\$ 239,268
Revenues:					
Transient Guest Tax	288,557	336,999	280,000	350,000	350,000
Interest on Investments	7,931	23,388	268	10,000	10,541
Total Revenue	296,488	360,387	280,268	360,000	360,541
Total Sources	296,488	360,387	280,268	360,000	360,541
Expenditures:					
Contract Services	36,881	134,457	163,100	164,100	171,500
Capital Outlay (Parks)	-	365,000	190,000	190,000	300,000
Reserves	-	-	63,294	-	128,309
Total Expenditures	36,881	499,457	416,394	354,100	599,809
Total Uses	36,881	499,457	416,394	354,100	599,809
Sources Over(Under) Uses	259,607	(139,070)	(136,126)	5,900	(239,268)
Fund Balance @ 12/31	\$ 372,438	\$ 233,368	\$ -	\$ 239,268	\$ -

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

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

Details	2022	2023	2024	2024	2025
Arts Council Annual Allocation	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
VillageFest	598	35,000	37,000	37,000	39,000
JazzFest	25,000	35,000	35,000	35,000	35,000
Diversity Committee	-	16,500	12,500	12,500	12,500
Juneteenth Festival	-	15,000	15,000	15,000	15,000
Holiday	1,283	2,957	3,000	3,000	3,000
Meadowbrook JCPRD Festival	10,000	10,000	10,000	10,000	15,000
Meadowbrook/VT Partnership	-	-	25,000	25,000	25,000
Public Art Fund	-	10,000	10,000	10,000	10,000
Capital Outlay (Harmon Park)	-	365,000	-	-	-
Capital Outlay (Other Parks)	-	-	190,000	190,000	300,000
Contractual Payment to Trustee	-	-	-	-	-
City Admin Fee (2%)	-	-	5,600	7,000	7,000
Reserves (10% plus misc.)	-	-	63,294	-	128,309
	\$ 36,881	\$ 499,457	\$ 416,394	\$ 354,500	\$ 599,809

ARPA Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 1,701,226	\$ 3,372,940	\$ 1,372,939	\$ 1,591,542	\$ -
Revenues:					
Intergovernmental (Federal Funds)	1,701,211	-	-	-	-
Interest on Investments	35,304	78,314	50,000	58,458	-
Miscellaneous	-	-	-	-	-
Total Revenue	1,736,515	78,314	50,000	58,458	-
Total Sources	1,736,515	78,314	50,000	58,458	-
Expenditures:					
Personnel Services	-	-	-	-	-
Contract Services	1,861	144,352	-	-	-
Commodities	4,811	-	-	150,000	-
Capital Outlay	58,129	-	1,400,000	1,500,000	-
Infrastructure	-	1,715,360	-	-	-
Contingency	-	-	22,939	-	-
Total Expenditures	64,801	1,859,712	1,422,939	1,650,000	-
Total Uses	64,801	1,859,712	1,422,939	1,650,000	-
Sources Over(Under) Uses	1,671,714	(1,781,398)	(1,372,939)	(1,591,542)	-
Fund Balance @ 12/31	\$ 3,372,940	\$ 1,591,542	\$ -	\$ -	\$ -

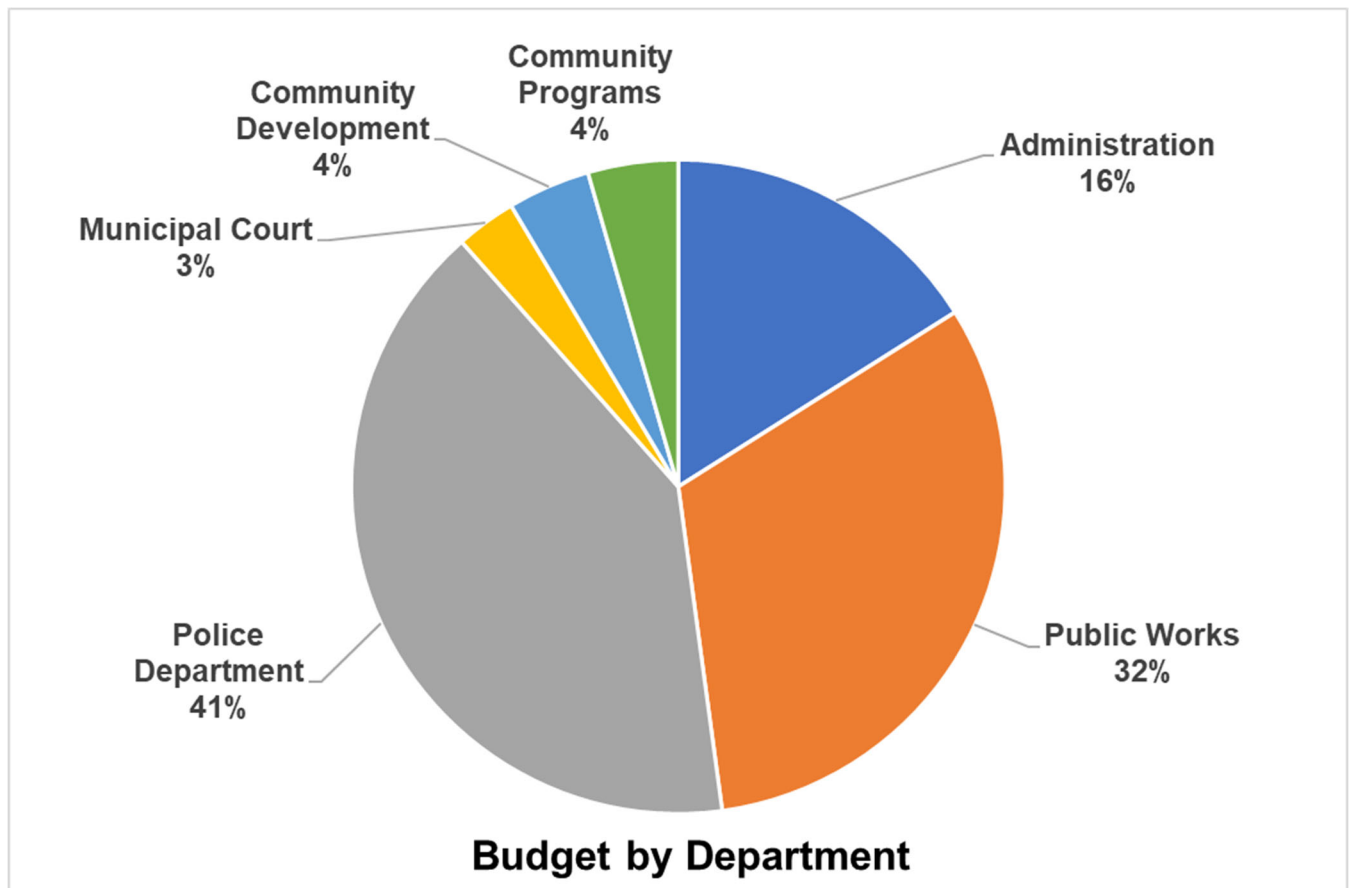
Funding Sources: Monies received from the Federal Government American Rescue Plan Act (ARPA) in response to the COVID-19 pandemic. Total allocation is \$3,402,421.

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

Details	2022	2023	2024	2024	2025
Public Health Expenditures	\$ 6,147	\$ -	\$ -	\$ -	\$ -
Pool Improvement Project	58,129	1,715,360	-	-	-
IT/Phone System Improvements	-	48,508	-	148,500	-
Infrastructure/Capital Projects	-	95,406	1,400,000	1,500,000	-
Miscellaneous	525	438	22,939	1,500	-
	\$ 64,801	\$ 1,859,712	\$ 1,422,939	\$ 1,650,000	\$ -

General Fund: Summary by Department					
Department	2022 Actual	2023 Actual	2024 Budget	2025 Budget	2025 % Change
Administration	2,014,730	2,902,700	3,657,408	3,774,942	3.2%
Public Works	6,465,072	7,148,538	7,316,626	7,482,346	2.3%
Police Department	7,654,696	8,280,817	8,841,205	9,555,263	8.1%
Municipal Court	536,634	606,012	679,314	702,496	3.4%
Community Development	801,925	833,923	941,098	960,610	2.1%
Community Programs	792,383	881,465	939,470	1,048,876	11.6%
Total	18,265,442	20,653,455	22,375,121	23,524,533	

Note: in 2023, the IT department budget moved from PD to Admin, and oversight shifted to the Assistant City Administrator. The 2025 IT department budget makes up \$982k of the Admin line above.



2025 Budget

FTE Summary by Department

Department	2022 Actual	2023 Actual	2024 Budget	2025 Budget
Administration	10.55	10.55	10.55	10.55
Information Technology	2.00	3.00	3.00	3.00
Public Works	31.00	31.00	31.00	31.00
Police Department	59.00	59.50	59.50	59.50
Municipal Court	5.25	5.25	5.25	5.25
Community Development	7.45	7.45	7.45	7.45
Community Programs (<i>Inc. Seasonal</i>)	21.30	21.30	21.30	21.30
Total FTE	136.55	138.05	138.05	138.05
City Governance (<i>unpaid positions</i>)	13.00	13.00	13.00	13.00

FTE Summary by Program

Program	2022 Actual	2023 Actual	2024 Budget	2025 Budget
Management & Planning	3.85	3.85	4.00	4.00
Information Technology	-	3.00	3.00	3.00
Public Works Mgmt., Engineering & Admin	8.00	8.00	8.00	8.00
Drainage Operation & Maintenance	6.00	6.00	6.00	6.00
Vehicle Maintenance	3.00	3.00	3.00	3.00
Street Operation & Maintenance	5.00	5.00	5.00	5.00
Parks and Grounds Maintenance	9.00	9.00	9.00	9.00
Police Department Administration	2.00	2.00	2.00	2.00
Staff Services	10.00	10.00	10.00	10.00
Community Services	2.00	2.00	2.00	2.00
Crime Prevention	1.00	1.00	1.00	1.00
Patrol	29.00	29.50	29.50	29.50
Investigations	6.00	6.00	6.00	6.00
Special Investigations	3.00	3.00	3.00	3.00
D.A.R.E.	1.00	1.00	1.00	1.00
Professional Standards	1.00	1.00	1.00	1.00
Traffic	4.00	4.00	4.00	4.00
Information Technology	2.00	-	-	-
Bailiff	0.25	0.25	0.25	0.25
Court Clerk	5.00	5.00	5.00	5.00
Human Resources	1.00	1.00	1.00	1.00
Finance	2.00	2.00	2.00	2.00
Codes Administration	7.00	7.00	7.00	7.00
Solid Waste Management	0.45	0.45	0.45	0.45
City Clerk	3.70	3.70	3.55	3.55
Community Programs	1.50	1.50	1.50	1.50
Swimming Pool	16.60	16.60	16.60	16.60
Concession Stand	3.00	3.00	3.00	3.00
Tennis	0.20	0.20	0.20	0.20
Total FTE	136.55	138.05	138.05	138.05
Mayor & Council (<i>unpaid positions</i>)	13.00	13.00	13.00	13.00

2025 Budget

FTE Summary by Department

Department	2022 Actual	2023 Actual	2024 Budget	2025 Budget
Administration	10.55	10.55	10.55	10.55
Information Technology	2.00	3.00	3.00	3.00
Public Works	31.00	31.00	31.00	31.00
Police Department	59.00	59.50	59.50	59.50
Municipal Court	5.25	5.25	5.25	5.25
Community Development	7.45	7.45	7.45	7.45
Community Programs (Inc. Seasonal)	21.30	21.30	21.30	21.30
Total FTE	136.55	138.05	138.05	138.05
City Governance (unpaid positions)	13.00	13.00	13.00	13.00

FTE Summary by Position

Department/Position	2022 Actual	2023 Actual	2024 Budget	2025 Budget
Administration				
City Administrator	1.00	1.00	1.00	1.00
Deputy City Administrator	0.85	0.85	0.85	1.00
Assistant City Administrator	1.00	1.00	1.00	1.00
Public Information Officer	1.00	1.00	1.00	1.00
Human Resources Manager	1.00	1.00	1.00	1.00
Finance Director	1.00	1.00	1.00	1.00
Accounting Clerk	1.00	1.00	1.00	1.00
Receptionist	0.70	0.70	0.70	-
Administrative Support Specialist	2.00	2.00	2.00	2.70
City Clerk	1.00	1.00	1.00	0.85
Information Technology	-	3.00	3.00	3.00
Total	10.55	13.55	13.55	13.55
Public Works				
Public Works Director	1.00	1.00	1.00	1.00
City Engineer	-	-	-	1.00
Senior Project Manager	1.00	1.00	1.00	-
Project Inspector	1.00	1.00	1.00	1.00
Manager of Engineering Services	-	-	-	-
Office Manager	1.00	1.00	1.00	1.00
Field Superintendent	1.00	1.00	1.00	1.00
Construction Inspector	2.00	2.00	2.00	2.00
Administrative Support Specialist	1.00	1.00	1.00	1.00
Stormwater Engineer	1.00	1.00	1.00	1.00
Forestry Specialist	1.00	1.00	1.00	1.00
Crew Leader	5.00	5.00	5.00	5.00
Maintenance Workers	15.00	15.00	15.00	15.00
Mechanic	1.00	1.00	1.00	1.00
Total	31.00	31.00	31.00	31.00
Police Department				
Police Chief	1.00	1.00	1.00	1.00
Police Captain	3.00	3.00	3.00	3.00
Police Sergeant	5.00	5.00	5.00	5.00
Police Corporal	4.00	4.00	4.00	4.00
Police Officer	34.00	34.00	34.00	34.00
Executive Assistant	1.00	1.00	1.00	1.00
Dispatcher	6.00	6.00	6.00	6.00
Records Clerk	2.00	2.00	2.00	2.00
Property Room Clerk	1.00	1.00	1.00	1.00
Crime Analyst	-	0.50	0.50	0.50
Community Service Officer	2.00	2.00	2.00	2.00
Information Technology	2.00	-	-	-
Total	61.00	59.50	59.50	59.50

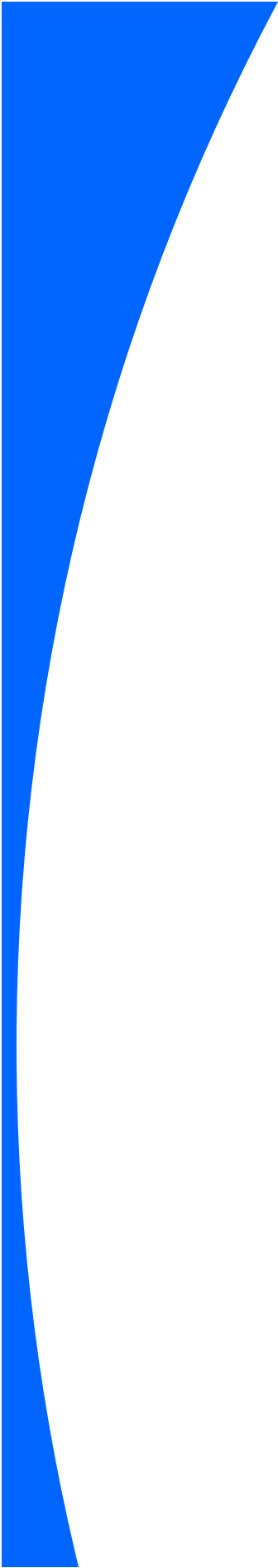
2025 Budget

FTE Summary by Position

Department/Position	2022 Actual	2023 Actual	2024 Budget	2025 Budget
Municipal Justice				
Court Bailiff	0.25	0.25	0.25	0.25
Court Administrator	1.00	1.00	1.00	1.00
Court Clerk	4.00	4.00	4.00	4.00
Total	5.25	5.25	5.25	5.25
Community Development				
Deputy City Administrator	0.15	0.15	0.15	-
City Clerk	-	-	-	0.15
Receptionist	0.30	0.30	0.30	-
Codes Support Specialist	2.00	2.00	2.00	2.30
Building Official	1.00	1.00	1.00	1.00
Code Enforcement Officer	2.00	2.00	2.00	2.00
Building Inspector	2.00	2.00	2.00	2.00
Total	7.45	7.45	7.45	7.45
Community Programs				
Assistant City Administrator	1.00	1.00	1.00	1.00
Special Events Coordinator	0.50	0.50	0.50	0.50
Pool Manager	0.35	0.35	0.35	0.35
Assistant Pool Manager	0.50	0.50	0.50	0.50
Guards	14.75	14.75	14.75	14.75
Coaches	1.00	1.00	1.00	1.00
Concession Worker	3.00	3.00	3.00	3.00
Tennis Instructor	0.20	0.20	0.20	0.20
Total	21.30	21.30	21.30	21.30
Grand Total	136.55	138.05	138.05	138.05
Unpaid Positions				
Mayor	1.00	1.00	1.00	1.00
Council Member	12.00	12.00	12.00	12.00
Total	13.00	13.00	13.00	13.00
Appointed/Contracted Officials				
City Attorney/Assistant City Attorney	0.05	0.05	0.05	0.05
City Planner	0.05	0.05	0.05	0.05
City Treasurer	0.05	0.05	0.05	0.05
City Prosecutor	0.50	0.50	0.50	0.50
Municipal Judge	0.50	0.50	0.50	0.50
Public Defender	0.25	0.25	0.25	0.25
Total	1.40	1.40	1.40	1.40

City of Prairie Village 2025 Budget Calendar

Month	Date	Action Item
February	2/20/24	Council Meeting - Handout 2025 Budget Calendar Outline
March	3/4/24	Council Meeting - (1) 2025 Budget Goals and Objectives (2) Mill Rate Handout (3) Decision Packages (<i>send to Jason by 4/4/2024</i>)
	3/7/24	Meet with Johnson County Appraiser - Beau Boisvert
	3/18/24	Council Meeting - 4th Quarter 2023 Financial Report
April	4/1/24	Council Meeting - (1) Worker's Compensation and Insurance Cost Assumptions
	4/4/24	Department budget requests due
	4/8 - 4/12/24	Budget review process with individual departments
	4/15/24	Council Meeting - (1) Decision Package Discussion (2) Preliminary Revenue Discussion (3) Committee 2025 Budget and Funding requests (Village Fest, Arts Council, Environmental, Diversity and Jazz Fest)
May	5/6/24	Council Meeting - (1) CIP Discussion and Annual Road Condition Report
	5/14/24	Finance Committee Meeting - Preliminary 2025 Budget Established and Decision Packages
	5/20/24	Council Meeting
	5/23/24	Finance Committee Meeting - Preliminary 2025 Budget Established and Decision Packages (Continued)
	5/27/24	HOLIDAY
June	6/3/24	Council Meeting
	6/15/24	SB 13: County Clerk will calculate and notify taxing entities of revenue neutral rate
	6/17/24	Council Meeting - 2025 Budget Discussion and Approval of Preliminary Budget
July	7/1/24	Council Meeting - 2025 Budget Discussion and Approval of Preliminary Budget (if needed)
	7/4/24	HOLIDAY
	7/15/24	Council Meeting - SB 13 Resolution Stating Intent to Exceed Revenue Neutral Rate, Request Permission to Publish 2025 Budget & Set Budget Adoption and Revenue Neutral Rate Public Hearing Date
	7/20/24	SB 13: Governing Bodies notify County Clerk of intent to exceed revenue neutral rate w/ date, time and location of hearing
August	8/5/24	Council Meeting
	8/10/24	Notification sent to taxpayers by the county, if exceeding revenue neutral rate
	8/19/24	Council Meeting
	8/20/24	Latest date for notice to be published in the Legal Record for RNR and Budget Hearing
	8/25/24	Submit budget forms to County Clerk (due August 25th) <i>If not exceeding revenue neutral rate</i>
September	9/3/24	Council Meeting - SB 13 Public Hearing (Must be no later than September 20) and Budget Hearing/Adoption
October	10/1/24	Submit budget forms to County Clerk if Exceeding Revenue Neutral Rate (due October 1st)
	10/1-10/31/24	Finalize Budget Book; Submit to GFOA Award Program



**Additional 2025 Budget information can
be found on the City's website at**

www.pvkansas.com.

2025 Proposed Budget as of 6/17/2024

MAYOR'S ANNOUNCEMENTS
Monday, June 17, 2024

Juneteenth – City offices closed	06/19/2024	
Environmental Committee	06/26/2024	5:30 p.m.
City Council	07/01/2024	6:00 p.m.
Planning Commission	07/02/2024	7:00 p.m.
Independence Day – City offices closed	07/04/2024	
VillageFest	07/04/2024	9am – 2pm

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INFORMATIONAL ITEMS
June 17, 2024

1. Tree Board meeting minutes – May 1, 2024
2. Board of Zoning Appeals meeting minutes – May 7, 2024
3. Planning Commission meeting minutes – May 7, 2024
4. Diversity Committee meeting minutes – May 21, 2024

TREE BOARD
City of Prairie Village, Kansas

Minutes of May 1, 2024

Meeting started at 6:01 p.m.

Board members present: Kevin Dunn (minutes), Mark Kaufman, Mark Morgan, Rob Schmitz, Greg Shelton (Council Liaison), Lindsay Voitik (Chair) and Kirk Walters and Whitney Wilson

Other attendees: Bridget Tolle (Urban Forestry Specialist, Public Works)

1) New board member Whitney Wilson introduced herself. Whitney serves on the Water One Board, is a K-State extension Master Naturalist, and is active in Climate Action KC. She has backgrounds in health care and IT.

2) Kevin moved that the April 3, 2024 minutes be approved and Rob seconded.

3) Old Business

a. Volunteer Waivers – completed.

b. Arbor Day event – There was a good turnout for the Arbor Day event at Wassmer Park on April 27th including Laura Patton, wife of honoree Dennis Patton.

Board discussed getting an article about the event in the July/August issue of the Village Voice. Mark Morgan said he would write up an article and submit two photos with it. Kevin offered to get more information about the Arbor Day honoree, Dennis Patton, who had died in March.

Lindsay attended the April 15 City Council meeting and presented information about Dennis after the Mayor had Greg read the Arbor Day proclamation. Lindsay expressed appreciation to the Patton family and introduced Laura Patton who was in attendance.

c. Minute Taking Assignments – With no one currently assigned to take the minutes for September and November meetings, Kevin suggested that names of new board member Rob and Whitney be drawn from a hat. Rob's name was drawn for September and Whitney's was drawn for November. (SEE MOTION MADE LATER IN MEETING TO CANCEL SEPTEMBER MEETING and hold the meeting in August instead.)

d. MARC Tree Canopy Aerial Imagery Update – Beth is still waiting to get the MARC tree canopy information for Prairie Village from Tom Jacobs who told her it should become available in late spring.

Whitney asked to learn more about the canopy assessment. Bridget elaborated about what exactly would be measured: both street trees and trees on private property. Kansas Forest Service provided the last canopy assessment in 2015 with Prairie Village at 60% coverage. Mark M said that this first measurement from MARC would help establish a baseline for the canopy. Greg discussed using Google satellite imagery as an alternative to MARC's measurement. He said that Overland Park has already registered as a city to get the Google canopy measurement. Whitney offered to work on getting Prairie Village registered for this. Rob talked about this work with getting a land use and vegetative cover map done for Kansas City.

e. Fall Tree Seminar – Board discussed potential speakers and topics for the Tree Board's fall seminar. Bridget tried to reserve the Birch Room at the Meadowbrook Clubhouse on

September 18th and found out that the date was not available so the seminar is now scheduled for September 25th.

Kevin said he has lined up Family Tree Nursery owner Jonah Nelson as a speaker for the seminar. Kirk has found another potential speaker from Ducks Unlimited who could talk about habitat reclamation projects for wildlife.

Board members talked about seminar topics such as the role of trimming in preventing storm damage, cultural practices such as tree cabling. Board settled on the broader topic of Resiliency. Speakers could talk about how tree selection and cultural practices could help trees better survive disease, pests, floods, droughts, etc.

Board talked about the need to secure four speakers to be on the seminar panel.

A motion was made to cancel the September meeting and have the meeting in August instead. The motion passed. Rob will take minutes for the August meeting, not September.

- f. Potential Event Partnerships – VillageFest will be held on July 4th from 9:00 a.m. to 1:00 p.m. Greg who is also council liaison to the Environmental Committee, said the Tree Board could share a space with the Environmental Committee that is located near the basketball court in front of City Hall. Greg suggested that the Tree Board's topic could tie into the Environmental Committee's exhibit on Native Plant/Pollinator Gardens. Greg said that they have a sign-up sheet online for volunteers to take two-hour shifts: 9:00 a.m. to 11:00 a.m. and 11:00 a.m. to 1:00 p.m. The Tree Board discussed an exhibit that would highlight different native trees that serve as hosts for different butterflies. Tree board members talked about activities for kids at VillageFest such as tree trivets or tree stones.
- g. Elm tree signage – The Tree Board discussed American elm tree signage at Bennett Park. Bridget said that Public Works can pay for new signage, but recommended not replacing for now.
- h. Prairie Village Tree map status - Bridget talked about updates to tree maps in several city parks. She said that Windsor, Weltner, Taliaferro and Bennett have already been updated – these updates can be found on the Tree Board's Google drive. Whitney said that Master Naturalists might want to volunteer to help collect data in other Prairie Village parks. Bridget said that Harmon Park and City Hall area are next up on tree updates.

5) New Business

- a. Tree Removal and ordinance – Bridget notified the Board that a Siberian elm had been removed for safety reasons from the city's community garden area in Harmon Park. Lindsay asked about whether creeping euonymus and other vines should be allowed to grow on city park trees. It was suggested that this would be a good topic for an article. Kevin asked about removing the invasive honeysuckle hedge that grows between the south boundary between Wassmer Park and a neighbor who lives on Roe. Native shrubs could replace the honeysuckle to serve as a screen.

6) The next Tree Board meeting is scheduled for June 5, 2024.

The meeting adjourned at 8:08 p.m.

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
MINUTES
TUESDAY, MAY 7, 2024**

ROLL CALL

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, May 7, 2024, at 6:30 p.m. in the Council Chambers of the Municipal Building at 7700 Mission Road. Chair Jonathan Birkel called the meeting to order at 6:30 p.m. with the following members present: James Breneman, James Kersten, Melissa Brown, and Melissa Temple.

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; Mitch Dringman, Building Official; Adam Geffert, City Clerk/Board Secretary.

APPROVAL OF MINUTES

Mr. Breneman moved for the approval of the minutes of the March 5, 2024, Board of Zoning Appeals meeting as presented. Ms. Brown seconded the motion, which passed 5-0.

PUBLIC HEARINGS

BZA2024-03 Variance of required side setback
Tomahawk Animal Hospital
Zoning: C-2
Applicant: Brian Michener, Lo Design

Mr. Brewster stated that the applicant was requesting a variance for the side setback from 10' to approximately 1.5' on the west side yard lot line to allow for the partial replacement and expansion of an existing building. The existing principal building runs approximately 48' along the west property line, and has a single-story elevation at approximately 1.5' from the side lot line. There are also two greenhouse outbuildings at roughly the same distance from the property line for another 93' along the side lot line.

The proposal would replace the two outbuildings, expand the existing principal building to the rear, and continue the current 1.5' side setback. Doing so would result in a building approximately 64.75' along the west property line with a single-story elevation. Mr. Brewster said that the plan required approval of the Board of Zoning Appeals according to the variance criteria for the placement of the building addition since it is expanding the degree of nonconformance of the principal building. He noted that if the variance was

granted, the applicant would also need site plan approval from the Planning Commission for other aspects of the proposal.

The property is currently used for an animal care business and a portion of the building and premises was historically used as a nursery. Each of these are a permitted use in the C-2 zoning district, as is the proposed expansion of the existing animal care business, which will utilize the entire building and site.

Mr. Brewster stated that the property is zoned C-2 which requires the following for side setbacks:

- No minimum required
- Side setbacks abutting R-1 through C-O zoning districts should back the adjacent property requirement; [The side setback in R-3 that applies in this situation is 10'. Section 19.12.025 requires a 10' side setback for two story buildings and 15' for two and one-half story buildings.]

The elevation would maintain the current single-story profile and include a side gable in the rear portion of the building, as well as a roof extension for an enclosed patio. The remainder of the rear lot and street-side side lot would be used for a reconfiguration of the parking lot and an outdoor space. The outbuildings are proposed to be removed, and the principal building expanded for an additional 17.75'.

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

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

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

1. That the variance be granted only to the extent shown with the submitted application and based on submitted plans and elevations.

2. The variance, if approved, requires other elements of the proposed expansion to be approved by the Planning Commission according to the site plan criteria. If the site plan is not approved, this variance shall not be valid and shall require review based on any subsequent site plan.
3. The variance, if approved, shall be recorded with the County Register of Deeds within one year of approval.

Applicant Brian Michener was present to discuss the application. Mr. Birkel asked how drainage would be handled at the site. Mr. Michener stated that the proposal included the construction of a dog park, which would reduce the impervious area from 89% to 69%. He added that water would drain to the storm sewer on Lamar Avenue.

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

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

Ms. Brown made a motion to approve the variance with the conditions recommended by staff. Ms. Temple seconded the motion, which passed 5-0.

OTHER BUSINESS

None.

ADJOURNMENT

Chair Jonathan Birkel adjourned the meeting of the Board of Zoning Appeals at 6:42 p.m.

Adam Geffert
City Clerk/Board Secretary

PLANNING COMMISSION MINUTES MAY 7, 2024

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, May 7 at 7:00 p.m. in the Council Chambers at 7700 Mission Road. Vice-Chair James Breneman called the meeting to order at 7:00 p.m. with the following members present: Jonathan Birkel, James Kersten, Melissa Brown, and Melissa Temple.

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

APPROVAL OF MINUTES

Mr. Birkel moved for the approval of the minutes of the April 2, 2024, regular Planning Commission meeting. Ms. Temple seconded the motion, which passed 5-0.

OLD BUSINESS

None.

PUBLIC HEARINGS

PC2024-107 Proposed amendments to the PV Zoning Regulations in the R-2, R-3, R-4, C-0, C-1, C-2, and MXD districts, planning applications, and other associated changes

Mr. Brewster stated that the proposed ordinance would make the following amendments and corrections to the City's zoning regulations:

1. Adjust multi-family standards to make existing properties compliant, but otherwise generally maintain current development standards in R-3 and R-4 districts. (Chapters 19.12 and 19.14)
2. Allow residential uses in commercial districts (C-) with no changes to current development standards. (Chapters 19.16, 19.18, and 19.20)
3. Improve mixed-use districts (MXD) by being more specific with preferred building types and scale, and by clarifying the plans necessary to support rezoning to MXD. (Chapter 19.23)

4. Revise the current planned development standards and process to clarify plans necessary to support rezoning to P- districts, and by coordinating specific building types most applicable to each zoning district. (Chapter 19.24)
5. Identify how the updated MXD or P- district rezoning can be applied to specific scenarios in the City.

Mr. Brewster said that the proposed changes had initially been considered in the City's comprehensive plan in 2021. The Planning Commission held work sessions in August 2023, October 2023, December 2023, February 2024, and March 2024 to discuss potential updates to the City's zoning regulations. The work sessions were a follow-up to the public forums held in June and July 2023.

The comprehensive plan spoke to neighborhood development principles, specifically diversifying housing options and maintaining the integrity of neighborhoods in the City. Additionally, the following policy plans for public space and land use were recommended:

- Reinforce existing neighborhood patterns
 - Suburban neighborhoods (primarily large lots)
 - Traditional neighborhoods (primarily narrow lots)
 - Village neighborhoods (broad range of housing types)
 - Activity centers (accessory office and 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

Mr. Brewster noted that the Planning Commission had arrived at five strategies based on the work session discussions:

1. Hold the status quo in R-2, R-3, and R-4 districts
 - Make existing conditions compliant with standards
 - Clear up conflicts and 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 MXD districts (planned districts)
 - Promote smaller-scale plans more practical to Prairie Village contexts
 - Improve expectations and development parameters
4. Revise current planned development standards and procedures
 - Improve planning inputs to support flexibility in standards
 - Improve expectations and development parameters
5. Consider MXD for application in a variety of contexts
 - Mixed-use redevelopment of activity centers
 - Strategic infill of activity centers (mixed-use or residential)
 - Residential redevelopment in transition areas or multi-family districts

Mr. Brewster next provided information about recommended amendments in R-2, R-3, R-4, C-0, C-1, and C-2 districts:

1. Add intent sections that establish context and relationship to comprehensive 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, and setback)
3. Add section to establish parameters for application of planned zoning districts (i.e., RP-2, RP-3, CP-0, etc.)
4. Require planned applications to use the new MXD design standards

The specific recommended amendments to each zoning district are as follows:

- R-3 Apartment districts:
 - Add intent section and reformat text to tables
 - Reduce minimum lot area per unit from 2,400 square feet to 1,750 square feet
 - 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 Two-family residential districts and R-4 Mixed-dwelling districts:
 - No substantive changes (added building coverage for consistency - 30% and 50%)
- C-0 Office building districts, C-1 Restricted business districts, and C-2 General business districts:
 - 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
- MXD Mixed-use districts:
 - Replace generic development standards (height and setback) with specific “building type standards” for default standards
 - Add mixed-density neighborhood and mixed-use design standards (community design and project design)
 - Remove procedures and defer to improved planned zoning procedures
- P- Planned zoning districts:
 - Simplify and improve intent statement
 - Improve procedures with two specific scales of plans:
 - Community design plan - streets and blocks, streetscape, open space, general land use intensity and transitions
 - Project plans - specific building types, frontages, building design, site/landscape design
 - Based on base district standards (i.e., R-2, R-3, C-1, etc.)

- Default to base district development standards
- Specific deviation criteria

Mr. Brewster next 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

Mr. Brewster shared proposed parameters and criteria for planned districts:

- Base zone district standards apply
- Deviations based on broader planning benefits
 - Lot coverage
 - Stormwater strategies
 - Improved public or common open space or buffers
 - Lot area per unit
 - Diversity of housing types
 - Support adjacent non-residential uses
 - Building height or setbacks
 - Compatible style / design and transitions
 - Broader community benefits beyond the project
 - Parking standards
 - Data on target market / tenant mix
 - Assurances of no off-site impacts

- Planning criteria
 - Sounds planning and urban design reflecting comprehensive plan policies
 - Flexibility does not strictly benefit applicant or single project
 - Proposed deviations do not undermine other standards

Lastly, Mr. Brewster provided the following summaries:

- Elements that would change right now:
 - R-3 lot area would be reduced from 2,250 to 1,750 square feet per unit (matching existing projects in R-3 districts)
 - Add impervious coverage standards to R-2 (40%), R-3 (50%) and R-4 (50%)
 - Allow residential uses in mixed-use buildings in C-1 and C-2 (no development standard changes)
- Other elements that would change (all require future Planning Commission and City Council decision based on a specific proposal):
 - MXD and P- District procedures and criteria coordinated:
 - New specifications for plans (community plans and project plans)
 - Improved criteria - approval of plans and/or deviation from base or default standards
 - Mixed-use and mixed-density neighborhood design guidelines
 - Added “default” building type standards for MXD districts
 - Added recommended corresponding building types from MXD for application in small projects as P- district rezoning

Mr. Brewster said that if the Planning Commission recommended approval of the updates, the City Council would next review and potentially adopt them at an upcoming meeting.

Mr. Breneman opened the public hearing at 7:35 p.m.

The following residents spoke in opposition to the proposed amendments, citing concerns with maximum building heights, reduced setbacks, increased traffic and density, and other topics:

- Tom Clough, 8510 Delmar Lane
- Carrie Robson, 6 LeMans Court
- Jori Nelson, 69th Terrace
- Pam Justus, 7627 Chadwick Street
- Karen Gibbons, 2904 W. 71st Street
- Mary-Michael Sterchi, 8401 Linden Lane
- Tom Ward, 22 Coventry Court
- Leon Patton, Ward 5
- Tom Hall, 2402 W. 71st Terrace
- Dan Runion, 8417 Reinhardt Street
- Susan Wolfe, 8029 Granada Street
- Paige Price, 6730 Fonticello
- Tom Hamill, 47 Compton Court

- Gary Showalter, 3518 W. 73rd Terrace
- Brooke Morehead, 7921 Fontana Street

With no one else present to speak, Mr. Breneman closed the hearing at 8:25 p.m.

After discussion, Ms. Temple made a motion to table the discussion to a future meeting. The motion was seconded by Mr. Birkel and passed 3-2, with Mr. Breneman and Ms. Brown in opposition.

Mr. Breneman stated that anyone with specific feedback on what should be changed or addressed in the proposed ordinance should send their thoughts to City staff over the next two weeks.

NON-PUBLIC HEARINGS

PC2024-101 Site plan review - accessory pickleball building and additional parking
Homestead Country Club
4100 Homestead Court
Zoning: R-1A
Applicant: Jeff Pflughoft, Hulsing Hotels

Mr. Brewster said that Homestead County Club was originally built in 1954 and had been operating under a special use permit since 1982. The permit had been renewed and amended several times to account for different operations and development activity. The current application proposed the following:

- Remove existing storage and outbuildings and replace them with three new enclosed pickleball courts. The building would be attached to a small portion of the existing restroom and storage, which would remain
- Add 18 new parking stalls, reconfigure the entrance to the larger parking area, and include underground stormwater retention

Mr. Brewster said that the proposed changes were within the parameters and conditions of the special use permit, but required site plan review by the Planning Commission according to the permit conditions. The special use permit established use- and site-specific conditions for the relationship to surrounding property, addressing the following primary topics:

- Stormwater issues associated with any expansion of the impervious surfaces, and how it relates to detention, landscape, runoff, grading, and berms. The 2018 special use permit was conditioned on a stormwater study approved by Public Works, which must be supplemented with all future site plans
- Parking, and the buffers of parking areas in relation to adjacent property. The 2018 special use permit established a baseline of 122 parking spaces, plus parking management conditions related to on-street parking

- Landscape design, primarily related to buffering residential property from sound, views of the facilities, and lights

The accessory structure and parking area meet the applicable special use permit conditions and allowances, and otherwise meets R-1A setback, height, and building coverage standards, subject to the specific review comments below regarding stormwater, parking, and landscape criteria.

Mr. Brewster noted that the plan proposed the addition of 18 parking spaces. Through prior special use permit and site plan approvals the following parameters were established to address parking issues on Homestead Court:

- The applicant would manage employee and member parking so that the parking lot is used for all parking, and on-street parking is only used during peak or overflow demands
- Public Works would monitor the on-street parking situation and consider limiting parking to one side of the street if necessary
- For any special events in which excess parking is expected (i.e. swim meets), the applicant would manage parking through off-site, shuttle or valet services

The proposed accessory building encloses three additional pickleball courts; the 18 additional spaces should be sufficient to accommodate any additional capacity at any one time and can help address some of the parking management obligations included in the 2018 special use permit and site plan reviews.

Mr. Brewster noted that the site was also subject to an overall drainage study submitted as part of the 2018 special use permit renewal and site plans. The applicant submitted a drainage report and plans for the proposed underground drainage associated with the new building and parking areas. He noted that Public Works had reviewed the drainage study, provided comments to the applicant, and would address any issues through the construction process and drainage permit issuance.

The plan proposes to replace existing storage buildings at a central portion of the site with three new pickleball courts enclosed within an accessory building. The building would be attached and an expansion of a small portion of the current restrooms which will remain. The new accessory includes the following:

- 60' x 80' enclosed pickle ball courts. (brings total building coverage to approximately 17%; R-1A allows up to 30%)
- 18' to 22.5' high; shed roof, higher on the west elevation interior to the site and abutting the existing outdoor courts
- Approximately 85' from the nearest property line (front edge of the nearest portion of the cul-de-sac)
- Prefabricated, corrugated metal structure; pearl gray walls with dark grey EIFS vertical accent bands, and a bronze roof and gutter system, which matches the colors and design of the of the enclosed tennis structure and other accessory building and is coordinated with the colors of the main clubhouse

- Wood pergolas associated with exterior space on the east and west sides of the building

Mr. Brewster said that additional design considerations arise out of the special use permit, and specifically the permit renewal and site plans approved in 2018. At that time, an overall plan for expansion of the club, including design of the clubhouse and design of the outbuildings was approved. Through a series of site plan reviews and amendments to the plan, the large tennis enclosure was approved with a more basic and utilitarian design and the aesthetics and compatibility with the site and surrounding areas was to be addressed by:

- a. Coordination of color schemes with the clubhouse design
- b. Buffer and screening of the larger, utilitarian buildings from surrounding property with landscape (either within the site or on the perimeter)
- c. This same direction was applied to the smaller enclosed pickleball courts approved by a site plan in 2022

Mr. Brewster noted that the proposed building was consistent with the design of the tennis enclosure and smaller pickleball building. It is located at an internal area of the site and does not have prominent visibility from surrounding property. The most sensitive visibility issues will be from the frontage area at the end of the cul-de-sac, and this issue is more specifically addressed with the parking and landscape design.

Additionally, this building is intended for enclosed pickleball courts. Therefore, prior to building permits the applicant should confirm insulation or other noise-mitigating strategies similar to the requirements for other enclosed court buildings. Further, operational standards that ensure that the building retains the full extent of noise mitigation should be required (i.e. proper ventilation, no open doors during play, etc.).

The plan includes an existing tree inventory, a tree replacement and removal plan, and a landscape detail for the specific construction area. The tree replacement and removal plan specifies replacement of several dead plants or other planting requirements as part of prior approvals. The detailed landscape plan for the construction area includes relocation of several trees, protection of some existing trees, and new plantings. Then new planning are a mix of shade trees, evergreen trees, shrubs, and grasses (with five relocated trees). This landscape plan is sufficient to meet requirements of past approvals and to meet requirements for the proposed new construction.

Mr. Brewster said that staff recommended approval of the site plan subject to the following conditions:

1. The site remains under all conditions of the 2023 special use permit, including conditions incorporated from prior permits and approvals. Any changes shall require site plan review by Planning Commission, and any significant changes may require amendment of the special use permit
2. The accessory building should demonstrate proper insulation or noise-mitigating strategies, similar to other indoor court buildings. Additionally, proper ventilation

should be required to ensure that all operations retain the full effect of noise mitigation during use. Open doors or other ventilation that amplifies activities in the building are prohibited

3. At the time of permits the tree protection plan shall be supplemented with plans showing the actual location of all required tree protection fences during construction, and the location and protection area shall meet all requirements of the city's tree protection ordinance

Mr. Birkel made a motion to approve the application as presented, with staff recommendations. The motion was seconded by Ms. Brown and passed 5-0.

PC2024-108 Site plan review - façade refinish, parking lot improvements and related site improvements
Corinth Quarter
3901 W. 83rd Street
Zoning: C-2
Applicant: Tyler Wysong, Kimley-Horn

Mr. Brewster stated that the application was for the approval of a façade refinish of existing buildings in the Corinth Quarter shopping center, for the building on the southwest corner of 83rd Street and Mission Road. He noted that the project was related to the new retail buildings on the remaining portions of Corinth Quarter that received a site plan approval in 2019, and were remodeled and/or reconstructed in 2020-21.

Proposed changes include:

- Refinish of the facades and storefronts
- Removal of the front canopy
- New hardscape and storefront landscape
- Reconfiguration of parking stalls and islands, and related improvements to the perimeter

Mr. Brewster said that expansions of buildings larger than 10% in C-2 districts, or changes in architectural style or exterior materials which vary substantially from existing context, require site plan review by the Planning Commission.

There are no significant changes in the building configurations for this application. All existing buildings meet the current setbacks, and the changes are primarily cosmetic. The structural changes involve removal of the front canopy over the parking area, and tenant improvements to reconfigure existing spaces for multiple tenants, other than parking and landscape standards noted more specifically in the below criteria, all proposed changes meet the applicable zoning standards for C-2. The plan proposes reinvestment in an existing business and building, which reflects policies of the comprehensive plan to strengthen existing activity centers.

Mr. Brewster stated that there would be no changes to access for the site, and no traffic patterns on surrounding streets would be altered. All of the parking changes are minor alterations to the interior circulation and parking. The site has 172 existing parking spaces, and with the modifications will have 189 spaces. The site is currently subject to the blended parking ratio for shopping centers and mixed-use areas that shares peak time and overflow parking. However, gaining 17 parking spaces without increasing building square footage results in no additional parking requirements for this proposed plan.

The site is an infill site that is already served by adequate utilities and the changes result in no increases in service levels or impacts on utility capacity. The applicant has indicated that there are no changes to drainage on the site, and Public Works concurs with this assessment, noting that the changes to the parking result in no net increases in impervious area. Public Works will still require standard drainage permits as part of the construction process.

The proposed refacing of the existing northeast corner building includes the following:

- Repair of the existing brick facades and repainting them white
- Repainting existing wood columns to match new wood accents
- New stucco vertical box entry features to replace the existing gable, canopy entry features, and drive-through canopy (white) at four locations
- New stucco vertical box corner element and cornice (black)
- Black storefronts
- New wood accents (manufactured wood slats), prefabricated wood cornice on the vertical entry features, wood backing on some sign panels and a new wood trellis related to an outside patio / entrance feature

Mr. Brewster said that the vertical box cornice and entry features were a departure from scale and formats of the existing building and from other buildings in the area, including the Corinth shopping center across 83rd Street. However, they are consistent with the prior approved designs of Corinth Quarter, in which the wood accents on architectural features and exterior space elements were considered unifying features with other buildings and sites in the area.

The building elevations also include sign concepts and locations. These concepts are generally acceptable, however there are no specific sign plans or dimensioned sign areas. Provided future signs for specific tenants meet the general ordinance requirements signs within these concepts can be approved by staff through the sign permit process.

The application proposes the following new landscape items for the 83rd Street frontage and parking areas:

- 12 frontage trees
- 10 ornamental trees
- 50 shrubs
- 4 parking lot trees

- 35 parking perimeter shrubs
- Landscape associated with building frontages and outside gathering space

Mr. Brewster noted that the proposal met the standards applicable to the site for the 83rd Street frontage, except the need to add one additional street tree on the western edge of the frontage to replace a recently lost street tree. However, no landscape is proposed for the streetscape, frontage, and parking area on the Mission Road frontage. Although no construction activity is occurring within the existing parking area, the entire site is subject to the landscape standards, and the parking area and streetscape already include area for landscape (the area once had landscaping that has been removed.) Therefore, the landscape plan should be revised to include landscape on this portion of the site which meets the ordinance requirements. In general, this should include:

- Add one shade tree to the western edge of the 83rd Street frontage to replace recently lost tree
- Eight large shade trees along Mission Road to meet the streetscape/frontage and parking lot perimeter requirement
- 35 to 50 shrubs along Mission Road to meet the frontage/parking perimeter / head in parking near right-of-way buffer requirement
- Six large shade trees in the parking lot islands to meet the parking perimeter and internal parking lot requirement

Mr. Brewster said staff recommended approval of the site plan subject to the following conditions:

1. The landscape plan be amended to include the following:
 - a. One shade tree on the western edge of the 83rd Street frontage to replace the recently lost tree
 - b. Eight shade trees and 35 to 50 shrubs on the Mission Road frontage to meet the streetscape / frontage landscape requirement and the parking lot perimeter landscape requirement
 - c. Six shade trees be included in the landscape islands on the east side of the site to meet the internal parking landscape requirement and replace trees that were previously there
 - d. The plan be amended to document existing plants in all areas which are referenced "existing landscape to remain" - this is to enable ongoing enforcement of landscape requirements against any approved site and landscape plan
 - e. The resubmitted plan shall be approved by the staff landscape architect prior to permits and may include revisions of proposed species to other substitute species recommended ensure proper maintenance, durability, and longevity of landscape investments
2. Signs plans are approved in concept only. Future signs shall be reviewed through sign permits and will be required to meet the general ordinance requirements for signs in the C-2 zone district

Andrea Hildago with First Washington Realty, and Tyler Wysong with Kimley Horn, 805 Pennsylvania Street, Kansas City, MO, were present to discuss the project. Ms. Hildago stated that she agreed to the conditions for approval.

Mr. Kersten and Mr. Birkel shared concern that the white EIFS panels would become dirty quickly and would require additional maintenance since they would be touching the ground.

Ms. Brown stated that she felt the proposed design did not meet or reinforce the character of the area, and added that selecting a different color for the EIFS panels would be an improvement.

Mr. Birkel made a motion to approve the application as presented, with staff recommendations. The motion was seconded by Ms. Temple and passed 4-1, with Ms. Brown in opposition.

PC2024-109 Site plan review - expansion of existing building for animal care use
Tomahawk Animal Hospital
6301 W. 75th Street
Zoning: C-2
Applicant: Brian Michener, Lo Design

Mr. Brewster stated that the application was for the approval of a site plan to expand an existing building for an existing use. The business is a permitted animal care facility in the C-2 zoning district, and is expanding to take over a portion of the premises previously used as a nursery. The application is associated with a related request for a variance to the west side setback. The proposal would remove two outbuildings and allow a smaller expansion of the principal building and reconfiguration of the parking areas and a rear outside yard.

Expansions of buildings larger than 10% in C-2 districts requires site plan review by the Planning Commission. This application proposes expansion of a building for animal care use, which is allowed in the C-2 zoning district. The proposed building expansion is associated with a variance request to continue an existing non-conforming side setback on the west side of the lot. Other than this request, and except where noted specifically below with regard to other site plan criteria for specific standards, the proposal would meet all C-2 standards. The plan proposes reinvestment in an existing business and building, which reflects policies of the comprehensive plan to strengthen existing activity centers and corridors and promote neighborhood-serving businesses.

Mr. Brewster said that the plan proposed using the two existing access points off Lamar Avenue, with changes to the configuration of access. The removal of one of the outbuildings would permit the two access points to be linked, and for the parking areas to be connected and reconfigured, which would allow easier internal maneuvering of parking and should not negatively impact pedestrian or vehicle traffic in the public right-of-way.

The plan also proposes 19 parking spaces. Based on the square footage of the proposed building, the ordinance requires 13 spaces.

Since the site is an existing site and is utilizing the reconfigured parking lots, there is very little grading associated with this plan. The removal of the outbuildings and inclusion of a rear yard will result in no increase in impervious surfaces.

The plan proposes a rear addition to an existing building, so it does not significantly impact the relation to the streetscape. This is a corner lot where access and parking are primarily from the side street, and the building does have a partial corner orientation. None of the building elements that impact the relationship to the streetscape (windows, entrances, architectural details) are changing, with the only changes being an extension of the east elevation further to the rear and a change in the roof structures and gables. The relationship to adjacent property is primarily addressed in the associated variance application; however, beyond those specific issues, as a single-story building it does not have significant impacts on adjacent property.

The design proposes a continuation of the current building style and materiality - a residential single-story building with a low pitch roof and wood siding. The most significant changes occur in the roof structure, but this only shifts location of gables and orientation of roof planes and is consistent with the current structure. Although there are a variety of building types in the vicinity, this scale and massing is similar to other residential structures in the area.

The application does not include a landscape plan. The landscape standards were adopted in 2021, and no applications or development has occurred on the site in that time. Since this is an application for reuse of an existing building, the application should make up for any current deficiencies on the site with respect to current landscape standards.

The landscape standards apply based on four components of sites - streetscapes and frontages, foundations, parking, and buffers. Existing plants can contribute to the standards, and landscape plans can permit plants to contribute to requirements in more than one of the above categories. This site would require the following:

- Streetscape and frontages - six large trees (one per 40' on frontage and one per 80' on street side streets)
- Foundation - two ornamental trees and eight shrubs; but recommend site plan exception. (one per 25' of building frontage; and five per 25' of building frontage). This is an existing building frontage and there is no area for foundation landscape. No work is being proposed associated with the building frontage, and foundation landscape intent is better addressed by the right-of-way parking buffer
- Parking - six large trees and 50 shrubs; but recommend site plan exceptions (one per 40' of parking perimeter; and five per 25' of parking perimeter). This is an existing site and there is limited parking landscape areas on the site. The street tree and parking perimeter trees can count to both requirements, and the shrub requirement should be concentrated on the right-of-way parking buffer see below

- Buffers - the only buffer landscape requirement triggered is the screen parking areas adjacent to the right-of-way. A 2.5' to 4' hedge, ornamental fence screen, or combination is required. This can be accounted for by approximately 50 shrubs along the parking perimeter, located and spaced to screen the parking - particularly the head and back-end parking

These requirements, when accounting for the recommended site plan exceptions justified by the nature of this infill site, can be met with five to six large shade trees on the streetscape frontage and approximately 50 shrubs on the parking perimeter. A landscape plan should be submitted and approved by the staff landscape architect prior to building permits.

Mr. Brewster said staff recommended approval of the site plan subject to the following condition:

1. A landscape plan with approximately five to six large shade trees (species from the Prairie Village right-of-way tree list) and approximately 50 shrubs be submitted and approved by the staff landscape architect prior to building permits

Brian Michener with Lo Design, 7327 Summit Street, was present to discuss the application.

Ms. Temple made a motion to approve the application as presented, with the staff recommendation. The motion was seconded by Ms. Brown and passed 5-0.

OTHER BUSINESS

None.

ADJOURNMENT

With no further business to come before the Commission, Mr. Breneman adjourned the meeting at 9:39 p.m.

Adam Geffert
City Clerk/Planning Commission Secretary

Prairie Village Diversity Committee Agenda

May 21, 2024

4:00 p.m.

Prairie Village City Hall – MPR

Call to Order

In attendance: David, Ian, Hazel, Ciara, Capt Washington, Karen, Chi, and Tim

Approval of Agenda

Ian moves; Chi Second; unanimously approved

Land Acknowledgment – Chi Nguyen

Read by Chi

Opening Remarks/Welcome – Ian Graves

Potential for Juneteenth Committee

Hazel will

Approval of Meeting Minutes (4/9/24)

In David moves; unanimous

Presentations

none

Public Participation

none

Committee Discussion

Hazel is new chair of Johnson County Pride Association

Project/Event Updates

New Business

- Land Acknowledgement discussion – Chi

Chi wrote email to mayor to have this said at beginning of council meetings

Can we put something together from the committee in support

Chi contacting someone at Haskal to review

Review on June 11th meeting before June council meeting

- New Co Vice Chair

Since Chi is on council, she cannot be Vice Chair

Ian moved to appoint Karen, unanimous vote

- Proclamation Discussion

Intent is to bring someone in to read proclamation plus talk about a group

Suggested: Diversity Committee brings proclamations to city staff we want to bring

Chi and Hazel will bring list of proclamation

Old Business

- April Town Hall recap

About 55 people in attendance

All around good

Promote in village Voice more

- July Town Hall discussion

Chi and Ian working through this - July 25th in Evening at Meadowbrook

Topic: allow attendees to learn methods to live values of anti racism

Suggestion: Implicit bias

Village Voice deadline is May 31st - want name and topic to Ashley

Working on Speakers

- Charter discussion

Table to next month

- Fall event – Hispanic heritage or indigenous people

We will discuss next meeting - will assign subcommittee

- Follow up discussion with SMSD

Ian and Chi, and possibly Hazel, will try to meet with the Principal at East. Ian emailing

Looking Ahead 2024

May

- Asian Pacific Heritage Month
- Jewish American Heritage Month

June

- Committee meeting – June 11, 2024
- Juneteenth Celebration – June 15, 2024 / Harmon Park • LGBTQ Pride Month

July

- Committee Meeting – July 9, 2024
- Town Hall event – July 25, 2024 / Meadowbrook August
- Committee Meeting – August 13, 2024

Information Items or Announcements

Adjournment

Hazel motions; unanimously approved