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**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, December 16, 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 department awards

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 December 16. 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 – December 2, 2024
2. Consider approval of 2025 fee schedule
3. Consider approval of 2025 exterior grant program changes
4. Consider approval of 2025 residential sustainability grant program changes
5. Consider 2025 property tax rebate program recommendations
6. Consider appointment to the pension board
7. Consider purchase request for police vehicle
8. Consider memorandum of understanding with Johnson County for Connecting JoCo – a coordinated public electric vehicle infrastructure pilot project

IX. COMMITTEE REPORTS

- Planning Commission
 - R-1B neighborhood design guidelines planning commission recommendation
Terry O'Toole

X. MAYOR'S REPORT

XI. STAFF REPORTS

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2024-65 Consider appointment of chief of police
Mayor Mikkelson

COU2024-66 Consider construction contract with Kansas Heavy Construction,
LLC for the DRAIN-23X storm drainage repair program
Cliff Speegle

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

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 COUNCIL
CITY OF PRAIRIE VILLAGE
DECEMBER 2, 2024**

The City Council of Prairie Village, Kansas, met in regular session on Monday, December 2, 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, Lori Sharp, Chi Nguyen, Dave Robinson, Greg Shelton (via Zoom), Nick Reddell, and Terrence Gallagher. Staff present: Eric McCullough, Deputy Chief of Police; Keith Bredehoeft, Director of Public Works; Melissa Prenger, City Engineer; City Attorney Alex Aggen, Hunter Law Group; Wes Jordan, City Administrator; Nickie Lee, Deputy 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. Dave Robinson and passed 9-0.

INTRODUCTION OF STUDENTS AND SCOUTS

There were no students or scouts present at the meeting.

PRESENTATIONS

- Deputy Chief McCullough and Sgt. Joel Porter recognized graduates of the Citizens Police Academy.
- Julie Peterson with the U.S. Green Building Council and Sara Greenwood with Greenwood Consulting Group gave a presentation about LEED certification [the presentation is attached at the end of the minutes].

PUBLIC PARTICIPATION

- Amy Bagnall, Ward 6, shared her support for a new municipal building
- Jim Rosberg, Ward 1, Barbara Cantrell, Ward 4, Carrie Robinson, and Pam Justus, Ward 6, noted their opposition to the proposed municipal complex updates



- Rob Kohl, Ward 2, and Luke Ismert, Ward 2, expressed their opposition to LEED certification for a new municipal building

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 - November 18, 2024
2. Consider issuance of cereal malt beverage licenses for 2025
3. Consider Resolution 2024-06, approving the Prairie Village Arts Council artist receptions in 2025 as special events promoting the arts to allow the serving of free alcohol
4. Consider agreement with Gordon CPA, LLC to audit the City's 2024 financial statements
5. Consider renewal of Blue Valley Public Safety contract for the City's outdoor warning siren system maintenance for 2025
6. Consider renewal of information technology services between Johnson County DTI and the City of Prairie Village
7. Consider bid award for electrical services
8. Consider bid award for painting services
9. Consider bid award for tree planting services

Ms. Sharp 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, Sharp, Nguyen, D. Robinson, Shelton, Reddell, Gallagher. The motion passed 9-0.

COMMITTEE REPORTS

- Mr. Dave Robinson provided information about "Candy Cane Lane", a Prairie Village holiday fixture at 79th Street and Outlook Lane since 1958.

MAYOR'S REPORT

- The Mayor noted that he had attended the following events since the prior Council meeting on November 18:
 - A MARC Board meeting at which an update was given on the recently completed streetcar line extension in Kansas City, MO
 - The Northeast Johnson County Chamber of Commerce's annual gala on November 23
- The Mayor shared the following upcoming events:
 - The annual holiday tree lighting ceremony at the Corinth Shops on December 5
 - The police department's "Tip-A-Cop" event on December 5 at Johnny's
 - The annual committee volunteer appreciation party on December 7



PRAIRIE VILLAGE KANSAS

- The annual gingerbread house building event on December 8
 - A Wyandotte County / Johnson County Mayors holiday social event on December 10
 - A United Community Services awards presentation event on December 13
- The Mayor also commended public works staff for their efforts in clearing snow that fell the prior weekend

STAFF REPORTS

- Ms. Prenger provided a review and update on the timeline for municipal complex improvements. The initial feasibility study for the municipal complex project began in 2021, with a facility assessment completed in 2022 and design concepts presented to council in 2023. In 2024, a public meeting to present project concepts was held in March, and later in the year, staff began consideration of purchasing and utilizing the property at 7820 Mission Road for improvements.

At its November 18, 2024 meeting, council directed staff to proceed with securing the funding for the purchase of the 7820 Mission Road property. Council also approved staff to engage with bond counsel to set up the funding structure at the contract price of \$4.5 million, and gave staff guidance to proceed with the construction of a new city hall building at 7820 Mission Road. The approval also included a renovation for municipal court and the police department in the existing buildings at 7700 and 7710 Mission Road.

Ms. Prenger stated that the design team would next move from schematic design to design development, and that staff would be back before council to discuss specific construction options at upcoming meetings. She also noted that McCown Gordon, the City's construction manager at-risk, had been under contract since March 2024, and would provide pre-construction services including cost estimating during the design development phase. The construction contract would be brought back before council as the "guaranteed maximum price", likely in the fall of 2025, and construction was expected to begin in spring of 2026.

Ms. Sharp stated that she wished to make a motion that would ensure residents had an opportunity to provide input on the proposal through a public vote. Mayor Mikkelsen suggested that she wait until Old Business to make the motion.

- Deputy Chief McCullough noted that the annual "Shop with a Cop" event would take place on December 11.

OLD BUSINESS

Ms. Sharp made a motion that the municipal complex proposal, specifically the cost, be placed on a ballot for public consideration and approval. Ms. Selders seconded the motion.



Mr. Cole Robinson asked what specific language would be used on the ballot. Ms. Sharp suggested the language should indicate a maximum dollar amount for the project, which voters could either accept or reject. She added that she intended to work with Mr. Aggen to ensure the language was appropriate, and was comfortable utilizing a mail-in ballot rather than waiting for the next scheduled election in August 2025.

Mr. Cole Robinson noted that deadline to commit to purchasing the church property would expire long before a mail-in ballot could be sent to residents. Ms. Sharp proposed that the City could reach out to the church to extend the deadline for three months.

Mr. O'Toole said that the project was complicated and that Mr. Aggen's input and further council discussion should take place prior to voting on the motion.

Mr. Aggen stated that he would need to speak to the county election commissioner to ensure suitable ballot language was used, as well as the timing of the ballot.

Ms. Selders said that she was in favor of purchasing the church property, and asked that any references opposing it be removed from the motion. Ms. Sharp stated that her intent was simply to give residents the opportunity to vote on the total expense of the project, not the purchase of the property, which she supported.

After further discussion, Ms. Sharp withdrew the motion, noting that she would work with Mr. Aggen to develop language for the motion and bring it back for consideration at a future meeting.

NEW BUSINESS

COU2024-61 Consider approval of 2025 legislative platform

The council committee of the whole discussed the 2025 legislative platform at its November 18 meeting and directed staff to make the following changes to the platform for 2025:

- A. Remove "Sales Tax on Food" section since the change had already been implemented.
- B. Revise the "Tax Law" section to the following:
We strongly oppose any state imposed limits on the taxing and spending authority of cities and counties. We believe those elected to manage the affairs of cities and counties can be most responsive to the local taxpayers and make budget and tax decisions that are most reflective of the community's needs and financial interests. State government should abide by the same taxing and spending decisions they impose on cities and counties. ~~The legislature should address the replacement for the tax lid that was passed in 2021 that intentionally confuses the electorate and causes additional unintended problems with taxing policy. The law should return to~~



~~what it was before the 2021 Legislative change and to the state it was before the tax lid was imposed in 2016 and 2014. If this cannot be accomplished,~~ The current revenue neutral rate process should be amended to include exemptions for inflation and new construction. The State legislature, ~~as required by Kansas statutes,~~ should help relieve the burden on property taxpayers by ~~funding~~ reinstating the Local Ad Valorem Tax Reduction (LAVTR) program.

Mr. Gallagher said that he would vote in favor of the platform, but was only supportive of the legalization of medicinal cannabis, not recreational.

Mr. Reddell made a motion to approve the legislative platform as presented. Ms. Selders seconded the motion, which passed 8-1, with Ms. Sharp in opposition.

COU2024-64 Consider approval of Resolution 2024-07 authorizing project (acquisition of 7820 Mission Road)

Consider approval of Resolution 2024-08 authorizing sale of temporary notes

Mr. Hannaman said that since 2021, the City had worked through the needs and feasibility of renovating or rebuilding parts of the municipal complex campus. Based on the governing body's review of the facilities assessment and options for renovation and/or new construction, staff worked with the City's architects, construction manager, and owner's representative to put together a plan for final council action.

During the process, the City became aware that the owners of 7820 Mission Road were interested in selling the property. After conducting a third-party appraisal in August 2024, council approved entering into a contract with the property owner to purchase the property. Council directed staff to work with Clark Enersen to perform a site evaluation to review the condition of the structure and develop concepts to repurpose the existing structure to accommodate uses such as a city hall or police department.

At its November 18, 2024 meeting, council approved authorizing staff to engage bond counsel and the City's financial advisor to begin the process of preparing for the issuance of notes or bonds to fund the purchase of the 7820 Mission Road property. Resolution 2024-07 would authorize the issuance of notes in an amount of up to \$4.5M, plus costs of issuance and related financing costs, to finance the acquisition of the property.

Mr. Hannaman said that Resolution 2024-08 would authorize proceeding with the public sale of the City's general obligation temporary notes. Columbia Capital Management, the City's financial advisor, and Gilmore & Bell, the City's bond counsel, would work with staff to prepare all necessary documents and proceedings for the notes. The City expected to take bids on the notes on or around January 20, and council would consider the bids at its meeting that evening.



Resolution 2024-08 would also authorize the Mayor to approve the sale of the notes to the best bidder as long as the principal amount did not exceed \$5M and the true interest cost did not exceed 5.50%, which would provide flexibility with regard to the pricing date of the notes in the event market conditions or other factors warrant an adjustment to the anticipated schedule.

Mr. Dave Robinson made a motion to approve Resolution 2024-07, authorizing the City of Prairie Village to acquire certain real property, generally located at 7820 Mission Road, and the issuance of general obligation bonds or temporary notes to finance such costs. Ms. Selders seconded the motion. A roll call vote was taken with the following votes cast: “aye”: C. Robinson, Selders, Nguyen, D. Robinson, Shelton, Gallagher; “nay”: O’Toole, Sharp, Reddell. The motion passed 6-3.

Mr. Dave Robinson made a motion to approve Resolution 2024-08, authorizing the City of Prairie Village to issue general obligation temporary notes in a principal amount not to exceed \$5,000,000 to finance the costs of acquiring the real property located at 7820 Mission Road, and certain documents and actions in connection with the issuance of said notes. Mr. Cole Robinson seconded the motion. A roll call vote was taken with the following votes cast: “aye”: C. Robinson, Selders, Nguyen, D. Robinson, Shelton, Gallagher; “nay”: O’Toole, Sharp, Reddell. The motion passed 6-3.

Ms. Sharp made a motion for the City Council to move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Reddell and passed 9-0.

COUNCIL COMMITTEE OF THE WHOLE

COU2024-62 Discuss 2025 exterior and sustainability grant programs

Ms. Lee stated that in 2008, the exterior grant program was funded to encourage homeowners to improve the curb appeal of their homes. Each year, City staff prepared an annual report for the governing body that outlined how the exterior grant program funds were utilized. In 2024, the City allocated \$90,000 from the economic development fund to the program (\$74,000 in new money and \$16,000 from prior year carry-over funds). Below is a brief overview of the 2024 program results:

- 38 exterior grants awarded totaling \$73,500
- Total homeowner investment: \$391,016
- Average grant award for exterior grant: \$1,934
- Average appraised value for homes receiving grants: \$333,561

In 2021, the residential sustainability grant was created to encourage residents to reduce their carbon footprint by improving the energy efficiency of their homes. \$40,000 was



budgeted for the program in 2024. Below is a brief overview of the 2024 program results:

- 20 sustainability grants awarded totaling \$38,199
- Total homeowner investment: \$246,598
- Average grant award: \$1,909

Ms. Lee said that staff recommend the following changes for 2025:

- Increase the appraised value maximum for the 2025 exterior grant program from \$400,000 to \$425,000
- Open the program on January 15, 2025 to allow for longer lead time to find contractors and receive supplies
- Reallocate the unused 2024 exterior grant funds (estimated around \$16,500) to the 2025 grant programs, increasing the 2025 exterior grant budget to \$80,500 and sustainability grant budget to \$40,000

Ms. Selders made a motion to remove rental and investment properties from eligibility in both programs. Ms. Sharp seconded the motion.

Mayor Mikkelson stated that the original intent of the exterior grant program was to improve “eyesore” properties in neighborhoods, regardless of whether they were rentals or owner-occupied, to benefit the community.

Ms. Sharp noted that the program was valuable to homeowners on fixed incomes rather than landlords that could simply increase rental prices to cover the cost of investments.

After further discussion, the motion passed 8-1, with Mr. O’Toole in opposition.

Mr. Gallagher made a motion to recommend approval of the program as revised to the city council for approval. Ms. Sharp seconded the motion.

Mr. Shelton noted that homes in Ward 5 had generally been excluded from the exterior grant program due to home values, and made a motion to amend the motion to base eligibility for that program entirely on income rather than property value. Mr. Reddell seconded the motion. After discussion, the motion failed 7-2, with Mr. Shelton and Mr. Reddell in support.

The original motion to recommend approval to the council passed 9-0.

COU2024-63 Consider 2025 property tax rebate program recommendations

Mr. Geffert said that In November 2021, council voted to allocate \$20,000 from the City’s 2022 general fund to a property tax rebate program designed to alleviate some of the



burden of home ownership due to rising property values. Only property owners that are Prairie Village residents living in owner-occupied homes, are current on payment of their property taxes and special assessments and meet the income guidelines are eligible for the program. Applicants must also live in a home that is appraised by the county at or below the previous year's average property value in the City (in 2024, this amount is \$523,805).

Initially, income limits were based on data provided by the U.S. Department of Housing and Urban Development's (HUD) "very low income" guidelines, which equal 50% of the regional median family income for a household of four people. For 2023, the council increased income guidelines to 65% of the median family income in an effort to assist a larger number of residents. This guideline was maintained in the 2024 program.

Participation and the amount refunded has increased each year:

Year	Recipients	Avg. Income	Avg. Refund	Avg. Home Appraisal	Total Refunded
2022	28	\$20,741.44	\$500.57	\$245,725.00	\$14,015.94
2023	53	\$28,434.66	\$550.97	\$279,733.96	\$29,201.53
2024	60	\$31,033.61	\$596.79	\$311,875.00	\$35,857.69

Mr. Geffert noted that \$50,000 had already been allocated to the program for 2025, and that staff recommended income limits remain at 65% of the Kansas City metro area median family income, as shown below. \$940.78 currently remains available in the 2024 budget allocation, bringing the total available funding for 2025 to \$50,940.78.

HUD Income Limits - FY 2024

Kansas City Metro Area Median Family Income: \$103,100

Household Size	65% MFI
1	\$46,925
2	\$53,625
3	\$60,325
4	\$67,025
5	\$72,400
6	\$77,750
7	\$83,125
8+	\$88,475

Mr. Reddell made a motion to recommend approval of staff's recommendations for the 2025 property tax rebate program as presented. Mr. Cole Robinson seconded the motion, which passed 9-0.



PRAIRIE VILLAGE
KANSAS

Mr. Reddell moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Ms. Selders and passed 9-0.

EXECUTIVE SESSION

At 9:29 p.m., Mr. Dave Robinson made the following motion:

"I move the City Council recess into executive session for a period of 20 minutes for a discussion of the acquisition of real property, pursuant to K.S.A. 75-4319(b)(6). The Governing Body, City Administrator, Deputy City Administrator, Assistant City Administrators, Finance Director, Public Works Director and City Attorney will be present. The open meeting will resume at 9:55 p.m."

Mr. Reddell seconded the motion, which passed 9-0.

The open meeting resumed at 9:55.

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelsen declared the meeting adjourned at 9:56 p.m.

Adam Geffert
City Clerk



ABOUT LEED

Julie Peterson

Director, Market Transformation & Development of
USGBC Central Plains

Sara Greenwood, LEED-Fellow, WELL Faculty,

Principal

Greenwood Consulting Group, LLC

LEED for every project.

LEED addresses new and existing: interior spaces, buildings, homes, communities and cities.



Benefits of LEED certification

- Save Money
- Consume Less Energy + Water
- Use Fewer Resources
- Healthy occupants
- Improve productivity and satisfaction for occupants
- Track carbon impact
- Ensures sustainability standards are met
- Increased asset value

Survey shows that employees working in LEED green buildings are happier, healthier, and more productive than those working in conventional buildings.

93% of those who work in LEED-certified green buildings say they are **satisfied on the job.**

81% of those who work in conventional buildings say the same.

Of these respondents, **85%** feel their access to quality outdoor views and natural sunlight boosts their overall productivity and happiness.

More than 80%

of all employees say being productive on the job and having access to clean and quality indoor air **contributes to overall workplace happiness.**

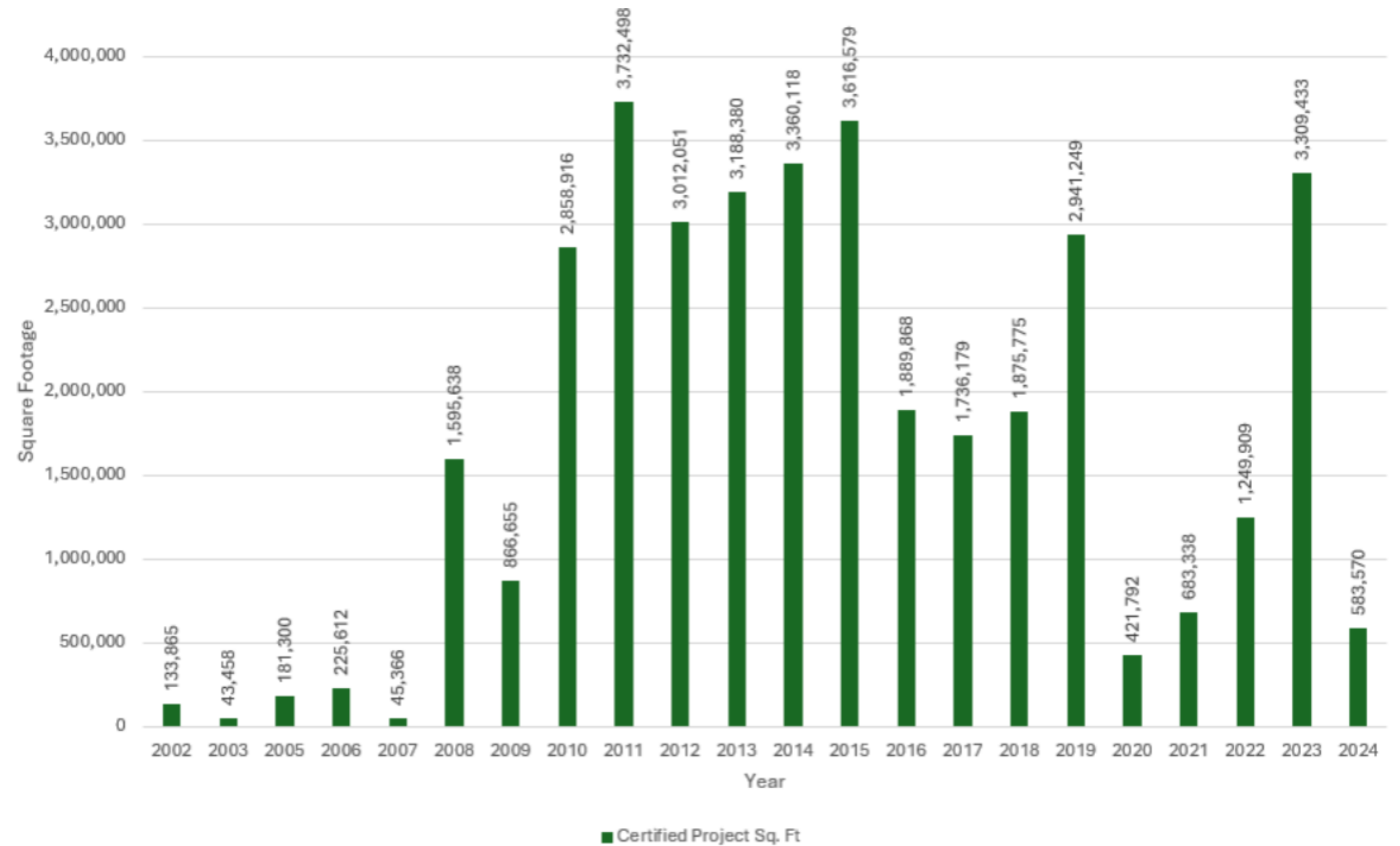
Based on their experience with LEED-certified buildings...

81% agree that the enhanced air quality improves their physical health and comfort.

79% of all employees say they would choose a job in a LEED-certified building over a non-LEED building.

84% of all employees prefer to work for a company with a strong, concrete mission and positive values.

405 certified
projects
totaling
37,531,550sf



Total LEED Certified Projects in Central Plains

2004 - 2024

405 projects

37,531,550 gsf

*As of August 31, 2024

USGBC Central Plains LEED Proje...

LEED Registered and Certified Project within the USGBC Central Plains Chapter Territory. Last updated 08.21.2024 by Jeremy Knoll.

61 views

Last edit was 2 minutes ago



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☐ Certification Level

☐ Square Footage

☒ Year Certified

Styled by CertificationDate

2002 - 2007 (10)

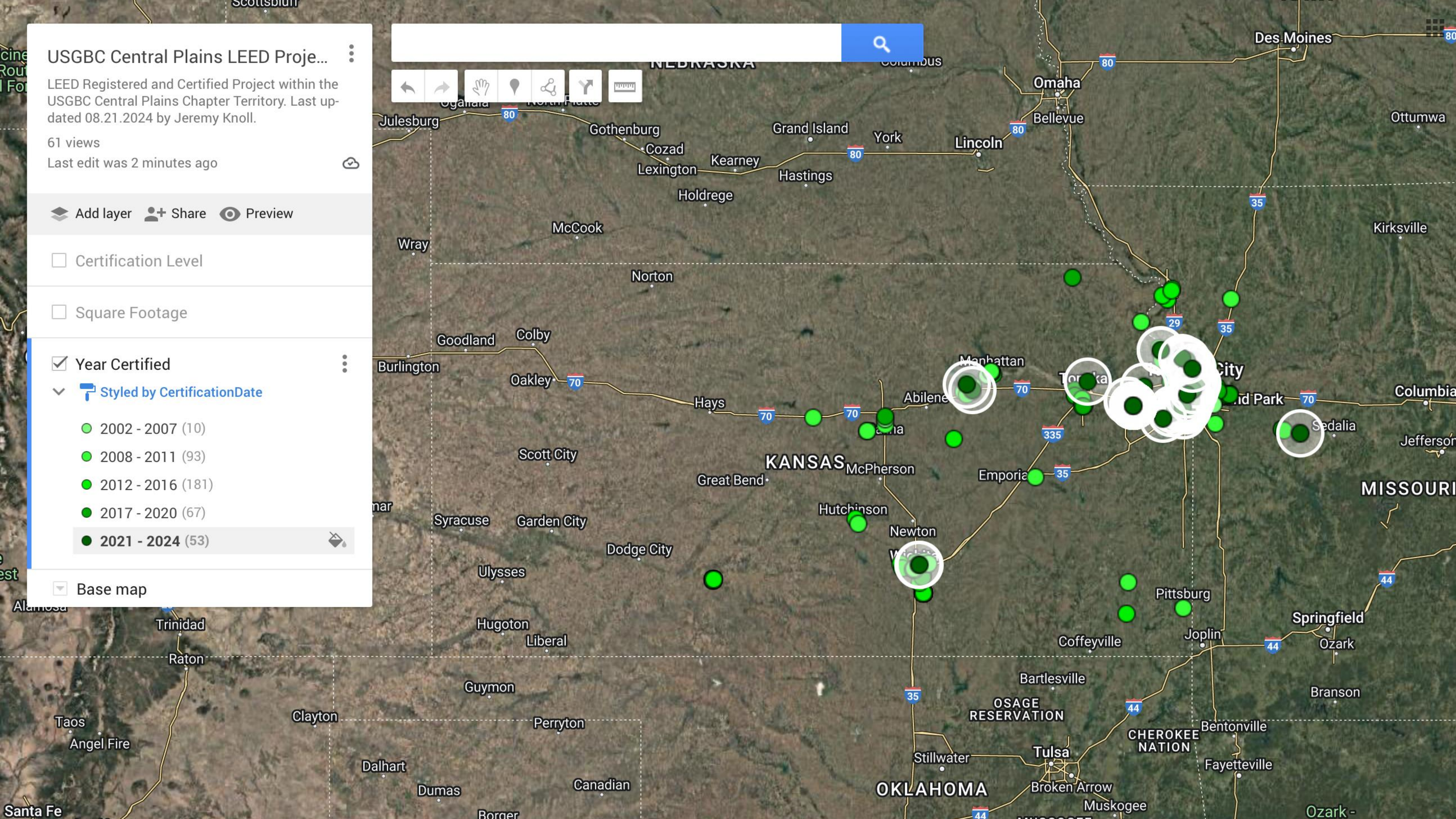
2008 - 2011 (93)

2012 - 2016 (181)

2017 - 2020 (67)

2021 - 2024 (53)

Base map



USGBC Central Plains

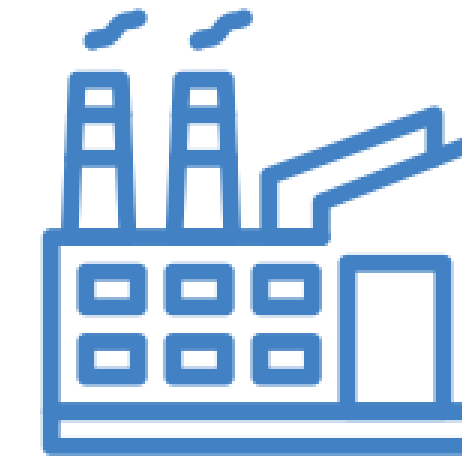
Total Carbon Emissions Avoided in the region from 2004-2024

2,608,100 Metric Tons CO₂e

That's the equivalent of...



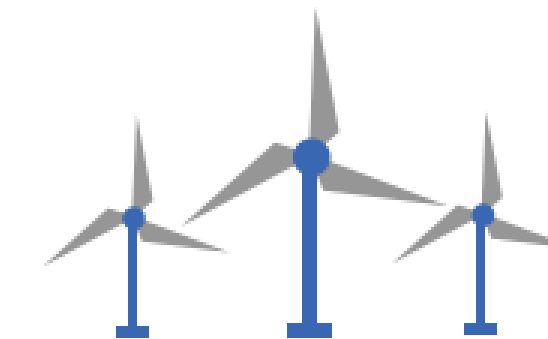
14,345 rail cars of coal



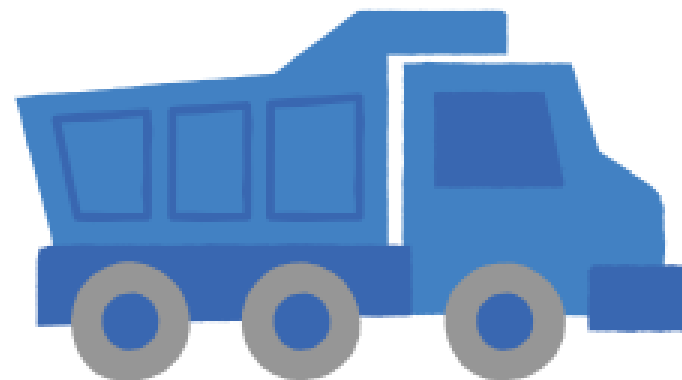
7 natural gas plants
fired for 1 year



514,722 homes electricity use



686 wind turbines running
for one year



905,586 tons of garbage
recycled instead of landfilled



3 million acres of US
forest sequestration



Certified

40 – 49
points earned



Silver

50 – 69
points earned



Gold

60 – 79
points earned



Platinum

80+
points earned

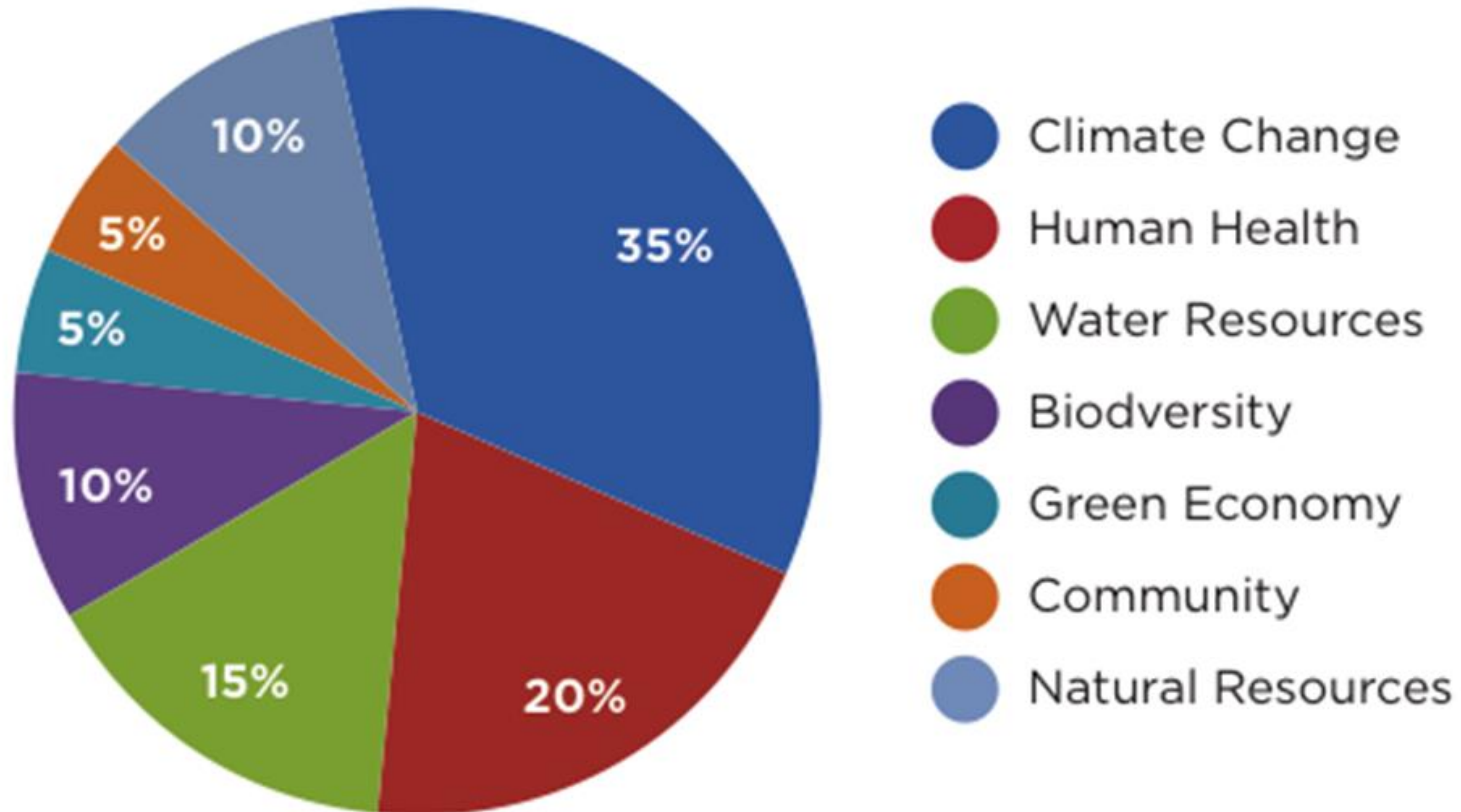


LEED Credit Categories

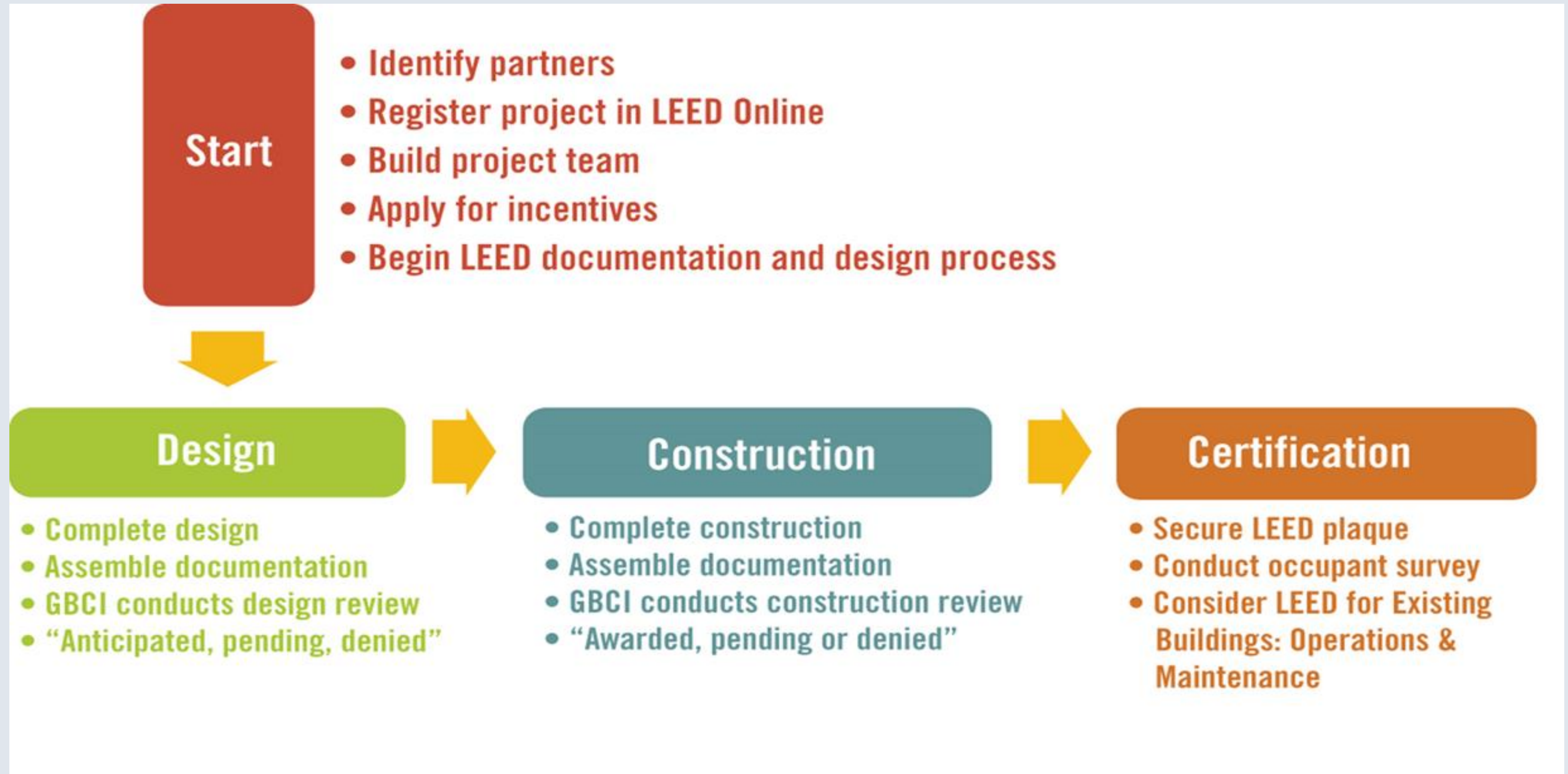


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LEED Credit Weightings



LEED Certification Process



PRAIRIE VILLAGE PUBLIC WORKS

PRAIRIE VILLAGE, KS

LEED STRATEGIES

- ECM and water-savings methods were evaluated and incorporated into the project design.
- Reducing installed lighting power and increasing flexibility of controls.
- Gray water systems were installed to provide non-potable water to water closets.
- Bicycle storage and electrical vehicle charging stations were provided.
- Constructed on a previously developed site and located in an area with existing infrastructure.
- Light colored roof with high SRI.

OWNER	YEAR COMPLETE	CONSTRUCTION COST
The City of Prairie Village	2022	\$7.5 Million
ARCHITECTS	SQUARE FOOTAGE	
Clark & Enersen	18,000 SF	

The new Prairie Village Public Works facility replaced the City's existing building. The new facility houses the administration offices, crew area, and garage bays. Water Use Reduction methods resulted in a 76% reduction in water use. Some water reduction methods included the use of native plants which required no irrigation, rain gardens, and WaterSense and Energy Star indoor fixture that utilized rain water and were powered by Solar. The new facility had an overall 78% modeled energy cost savings through the use of energy-efficient systems, efficient LED lighting, and solar photo voltaic panels on the roof. The solar energy provided by these panels offered 50% of the buildings' day to day needs. The project construction team was able to divert 86% of construction waste from the landfill. Low emitting materials were installed, along with a building flush-out and air quality testing to earn high scores in Indoor Environmental Quality.



©Courtesy of Clark & Enersen

Costs for Prairie Village Public Works LEED certification:

*Soft Costs:

LEED Consultant - \$42,000
Energy Modeling - \$0 (included within the design contract)
Commissioning Authority - \$40,000

Total: \$82,000

***Soft costs were .82% of the total project cost of \$10 Million (less than 1%)**

Hard Costs: LEED Certification fees paid to Green Building Certification Institute (GBCI):

Project Registration - \$1,500
Design Preliminary Review - \$2,325
Construction Phase Review - \$775

Total: \$4,600

LEED certification fees were .046% of the total project cost of \$10 Million

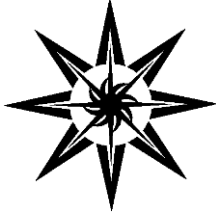
*If a project says it is "designed to the LEED Standard", then the soft costs would be assumed regardless.

“Our data proves that the cost of pursuing LEED adds **less than 1%** of the total project costs while accounting for significant water & energy savings and subsequent payback.”

— Heather Stewart, Populous

Questions?

Thank You.



ADMINISTRATION

Council Meeting Date: December 16, 2024

Consider approval of 2025 fee schedule

RECOMMENDATION

Make a motion to approve the 2025 fee schedule as presented.

BACKGROUND

An assessment of all City fees is conducted by City staff each year in order to ensure a single, comprehensive list of fees that accurately reflects what the City charges for services.

The following change is recommended for 2025:

- An increase to annual solid waste services from \$244 to \$248, per the approved 2025 budget.

A separate recreation fee schedule will be presented to Council in 2025.

PREPARED BY

Adam Geffert

City Clerk

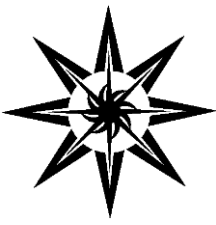
December 11, 2024

Prairie Village Fee Schedule - 2025		
Type of Fee	Amount	Code Reference / Adoption Date
<u>LICENSES</u>		
Administrative	Based on square footage	PVMC 5-106 - 06/04/12
Retail	Based on square footage	PVMC 5-106 - 06/04/12
Massage Therapy	\$40.00	PVMC 5-504 - 09/8/09
Family Daycare	\$40.00	PVMC 19.34.015 - 07/21/08
Home Occupation	\$52.00	PVMC 5-106 - 06/04/12
Non-domiciled/Contractor	\$75.00	PVMC 5-106 - 01/01/22
Tree Trimmer	\$67.00	PVMC 5-106 - 06/04/12
Pesticide	\$67.00	PVMC 5-106 - 06/04/12
Rental Houses	\$77.00	PVMC 5-107 - 06/04/12
Apartments	\$.01 per sq. foot (\$75 minimum)	Council Action - 08/18/08
Tow License	\$250 (Initial)	Council Action - 06/21/10
Tow License Renewal Fee	\$100.00	Council Action - 06/21/10
Solid Waste License		
Comercial	\$125.00	PVMC 15-313 - 08/18/08
Residential	\$60.00	PVMC 15-313 - 08/18/08
Additonal (Per Truck)	\$30.00	PVMC 15-313 - 08/18/08
Liquor License	\$600.00	Council Action - 07/05/11
Drinking Establishment License	\$500.00	Council Action - 07/05/11
Solicitation Permit Fee	\$12.00/Solicitor/day	PVMC 5-204 - 08/18/2008
<u>SOLID WASTE</u>		
Solid Waste Exemption Fee per Household	\$6.43	Council Action - 06/21/10
Solid Waste Services	~~\$244 annually~~ - \$248 annually	Council Action - ~~09/5/2023~~ - 09/03/2024
<u>ADULT ENTERTAINMENT LICENSES</u>		
Adult Entertainment - Business	\$250.00	PVMC 5-604 - 05/16/94
Adult Entertainment - Manager	\$20.00	PVMC 5-604 - 05/16/94
Adult Entertainment - License	\$20.00	PVMC 5-604 - 05/16/94
Adult Entertainment - Server	\$20.00	PVMC 5-604 - 05/16/94
<u>AMUSEMENT DEVICES</u>		
Arcade License	\$350 per device	PVMC 5-304 - 09/03/91
Distributor	\$210 + device fees	PVMC 5-304 - 09/03/91
<u>SMALL CELL FACILITY RIGHT-OF-WAY ACCESS AND STREETLIGHT ATTACHMENTS</u>		
		Council Action - 11/16/2020
ROW access for small cell facility on existing structure	\$25.00 per site annually	Council Action - 11/16/2020
ROW permit application fee	Equal to ROW permit fee	Council Action - 11/16/2020
ROW access for small cell facilities on a new pole or monopole	\$565 per site (includes \$25 annual ROW access fee and \$540 license fee for new monopole in ROW)	Council Action - 11/16/2020
ROW permit application fee	Equal to ROW permit fee	Council Action - 11/16/2020
Small cell application fee/supplement application fee	\$500 (single upfront application for up to 5 small facilites) and \$100 (for each facility beyond 5 in single application)	Council Action - 11/16/2020
Attachment of small cell facility to existing or replacement City streetlight or utility pole	\$565 per site (includes \$25 annual ROW access fee and \$540 streetlight attachment fee)	Council Action - 11/16/2020
ROW permit application fee	Equal to ROW permit fee	Council Action - 11/16/2020

Small cell application fee/supplement application fee	\$500 (single upfront application for up to 5 small facilites) and \$100 (for each facility beyond 5 in single application)	Council Action - 11/16/2020
Make-ready work costs	The amount of costs of all actual work done or contacted for by the City to accommodate facility	Council Action - 11/16/2020
Inspection fee	The amount of costs of all actual work done or contracted for by the City for any necessary inspections	Council Action - 11/16/2020
Unauthorized attachment penalty fee	Three times the annual ROW access and streetlight attachment fee per occurrence	Council Action - 11/16/2020
Failure to timely transfer, abandon or remove facilities penalty	One-fifth annual ROW access and streetlight attachment fee per day, per site during the first 30 days, annual ROW access and streetlight attachment fee amount per day, per site during second 30 days and thereafter	Council Action - 11/16/2020
<u>FIREWORKS PERMIT</u>	\$10.00	PVMC 7-233 - 01/21/14
<u>SECURITY POLICE</u>		
Service/Company License	\$100.00	PVMC 5-404 - 08/18/08
Agent Fee	\$25.00	
<u>INFORMATION</u>		
Records/Copies	\$.15 per page	Council Authorization - 12/05/2022
Staff review and preparation time	Staff hourly rate	
Records copied to portable media (USB flash drive)	\$10.00 media fee	Council Authorization - 12/05/2022
PD Report Copies	\$5.00 per report	Council Policy 035-10 - 08/18/08
Pages over 10	\$.50 per page	
Retrieval and copying of PD in-car video	\$25.00	Council Authorization - 12/17/01
Retrieval and copying of police audio	\$25.00	Council Authorization - 12/17/01
Processing of PD Film (for non-governmental entities, at the off-duty contractual rate set by City Council.)	Fee to equal film processing cost incurred by department plus staff time, calculated at the off-duty contractual rate set by City Council	Council Authorization - 11/17/03
Retrieval and copying of PD body-worn camera video	\$25.00	
<u>OFF-DUTY CONTRACTUAL POLICE SERVICES</u>	\$62.61 per hour	Council Authorization - 12/05/2022
<u>COURT APPOINTED ATTORNEY FEE</u>	\$90.00	Council Authorization - 06/15/09
<u>FINGER PRINT FEE</u>	\$10.00 per card	Municipal Court Administrative Order 21-002
<u>POLICE-ORDERED TOWING FEES</u>		
Hookup	\$110.00	Council Authorization - 12/18/23
Mileage (per mile)	\$4.50	Council Authorization - 12/18/23
Outside storage (per 24 hrs)	\$30.00	Council Authorization - 12/18/23
Inside storage (per 24 hrs)	\$35.00	Council Authorization - 12/18/23
Dolly Fee (flat rate)	\$45.00	Council Authorization - 06/21/10
Winching fee (per hour)	\$105.00	Council Authorization - 06/21/10
<u>SHORT TERM SPECIAL USE PERMIT</u>	\$25.00*	PVMC 16.20.030 - 04/18/05
*Exempted Prairie Village Governing Body, City Committees Homes Associations for the City, Other City, County, State and Federal Governmental Agencies and non-profit organizations with a 501c(3) designation by the IRS		
<u>ANIMALS</u>		

Adiminstrative Appeal - Animals		
Filing Fee	\$10.00	PVMC 2-125 - 09/03/91
Dangerous animal permit	\$100.00	PVMC 2-107 - 09/21/17
Potentially dangerous animal permit	\$100.00	PVMC 2-107 - 09/21/17
Animal license per animal		
Initial or one-year renewal		
Neutered	\$6.00 (\$3.00 late fee per month)	PVMC 2-111 - 10/02/17
Non-neutered	\$25.00 (\$3.00 late fee per month)	PVMC 2-111 - 10/02/17
Initial or two-year renewal		
Neutered	\$10.00 (\$3.00 late fee per month)	PVMC 2-111 - 10/02/17
Non-neutered	\$45.00 (\$3.00 late fee per month)	PVMC 2-111 - 10/02/17
Initial or three-year renewal		
Neutered	\$15.00 (\$3.00 late fee per month)	PVMC 2-111 - 10/02/17
Non-neutered	\$70.00 (\$3.00 late fee per month)	PVMC 2-111 - 10/02/17
Replacement tags	\$.50 EACH	
<u>GRASS/WEED/TREE ABATEMENT</u>	10% administrative fee, plus publishing fee and cost of abatement	PVMC 8-204 - 09/03/13
<u>PLANNING COMMISSION AND BOARD OF ZONING APPEALS</u>		
Residential Site Plan approval	\$100.00 application fee	PVMC 19.32.015
Commercial Site Plan approval	\$100.00 application fee and \$500.00 deposit	PVMC 19.32.015
Conditional Use Permit/Temporary commercial use	\$100.00 application fee and \$500.00 deposit	PVMC 19.30.025—12/7/09
Preliminary Development Plan (mixed use/plan)	\$150.00 application fee and \$500.00 deposit	PVMC 16.20.050—12/7/09
Final Development Plan (mixed use/planned)	\$150.00 application fee and \$500.00 deposit	PVMC 16.20.050—12/7/09
Preliminary Plat	\$150.00 application fee and \$500.00 deposit	PVMC 18.08.030—12/7/09
Final Plat	\$150.00 application fee and \$500.00 deposit	PVMC 18.08.030—12/7/09
Residential Building Line Modification/Elevation Change	\$100.00 application fee	PVMC 16.20.050—12/7/09
Rezoning	\$100.00 application fee and \$500.00 deposit	PVMC 16-404 (Ord 1671 and Ord 1813)
Sign standards/new monument sign	\$100.00 application fee and \$500.00 deposit	PVMC 19.40.030—12/07/09
Special Use Permit	\$100.00 application fee and \$500.00 deposit	PVMC 19.28.015—12/7/09
Variance	\$75.00 application fee	PVMC 16-401 (Ord. 1673) 12/7/09
Appeals of zoning code	\$75.00 application fee	PVMC 19.44.030--2/6/89
Lot split	\$100.00 application fee and \$500.00 deposit	PVMC 18.08.030—12/7/09
<u>BUILDING PERMITS*</u>		
\$1 - \$500	\$22.00	Effective 01/01/2022
\$501 - \$2,000	\$22.00 for first \$500 plus \$2.75 for each additional \$100 or fraction thereof	Effective 01/01/2022
\$2,001 - \$25,000	\$63.00 for first \$2,000 plus \$12.50 for each additional \$1,000 or fraction thereof	Effective 01/01/2022
\$25,001 - \$50,000	\$352.00 for first \$25,000 plus \$9.00 for each additional \$1,000 or fraction thereof	Effective 01/01/2022
\$50,001 - \$100,000	\$580.00 for first \$50,000 plus \$6.25 for each additional \$1,000 or fraction thereof	Effective 01/01/2022
\$100,001 - \$500,000	\$895.00 for first \$100,000 plus \$5.00 for each additional \$1,000 or fraction thereof	Effective 01/01/2022
\$500,001 - \$1,000,000	\$2,855.00 for first \$500,000 plus \$4.25 for each additional \$1,000 or fraction thereof	Effective 01/01/2022
\$1,000,000 and up	\$4,955.00 for first \$1,000,000 plus \$2.75 for each additional \$1,000 or fraction thereof	Effective 01/01/2022
<i>*Value of Work is determined by Building Official during plan review based on the latest Building Valuation Data available published by the ICC</i>		
Fixed Fees		
Residential decks	\$40.00	Effective 11/30/2016
Retaining wall	\$45.00	Effective 11/30/2016

New footing/foundation	\$55.00	Effective 11/30/2016
Foundation repair	\$30.00	Effective 11/30/2016
Lawn irrigation	\$30.00	Effective 11/30/2016
Residential re-roof (1 and 2 family)	\$45.00	Effective 11/30/2016
Commercial re-roof	based on valuation	Effective 11/30/2016
Pool demolition	\$50.00	Effective 11/30/2016
Interior demo residential	\$50.00	Effective 11/30/2016
Demolition/residential	\$275.00	Effective 01/01/2022
Demolition/commercial	\$500.00	Effective 01/01/2022
Commercial tennis bubble	\$50.00	Effective 11/30/2016
Shed	\$25.00	Effective 11/30/2016
Solar Panels	\$0.00	Effective 01/01/2022
Fence	\$45.00	Effective 11/30/2016
Spas/hot tub	\$40.00	Effective 11/30/2016
Temporary CO	\$100.00	Effective 11/30/2016
Certificate of occupancy	\$20.00	Effective 11/30/2016
Plan Review		
Residential	\$100.00	Effective 01/01/2022
Commercial	65% of total building permit fee	Effective 11/30/2016
Residential - Addendum	\$50.00	Effective 01/01/2022
Commercial - Addendum	\$250.00	Effective 01/01/2022
Preliminary Plan Review	\$25.00 per hour	Effective 01/01/2022
Miscellaneous Fees		
Moving structure	\$100 plus City costs, if applicable	Effective 11/30/2016
After-hours inspection fee	\$50 per hour, minimum 2 hours	Effective 11/30/2016
Re-inspection fee	\$75 each	Effective 11/30/2016
Plan printing	\$10.00 per page	Effective 01/01/2022
Technology fee (for all permits)	\$5.00	Effective 01/01/2022



ADMINISTRATION

City Council Meeting Date: December 16, 2024
CONSENT AGENDA

Consider Approval of 2025 Exterior Grant Program Changes

RECOMMENDED MOTION:

Make a motion to approve recommended changes to the 2025 Exterior Grant Program as outlined.

BACKGROUND

During the December 2 discussion, the Council Committee agreed with staff's recommendations to make the recommended changes to the exterior grant program summarized below.

At the December 2 meeting, the Committee requested additional information regarding rental participation in the program. Currently, the property must be owner-occupied or have a current rental property license in place for the previous 365 days to participate. In 2024, there were two landlords who received grants. The Council made a motion to remove rental properties from the program in order to prioritize owner-occupied projects, which was approved.

The Committee also discussed considering an income-based qualification for the program in order to qualify more households above the home value threshold. After discussing options, the amendment was voted down.

CHANGES FOR 2025 EXTERIOR GRANT PROGRAM

- Increase the appraised value maximum for the 2025 Exterior Grant Program from \$400,000 to \$425,000
- Open the program on January 15, 2025 to allow for longer lead time to find contractors and receive supplies
- Reallocate the unused 2024 exterior grant funds (estimated around \$16,500) to the 2025 Grant Programs - increasing the 2025 Exterior Grant budget to \$80,500 and Sustainability Grant budget to \$40,000
- Remove eligibility to the program for rental properties, requiring applicants to be owner-occupied

ATTACHMENTS

Exterior Grant Program Guidelines

PREPARED BY

Nickie Lee

Deputy City Administrator

Date: December 3, 2024

City of Prairie Village
Residential Exterior Grant Program
2024-2025 Guidelines

Program Overview

- The City will provide a 25% match for exterior improvements that enhance front curb appeal for one- and two-family dwellings with a minimum \$2,000 investment by the property owner. Reimbursement amounts from the City will be a minimum of \$500 and a maximum of \$2,500.
- The Residential Exterior Grant can be used in conjunction with the Sustainability Grant (but one project cannot be funded by both programs).

Program Eligibility

- Eligible homes can be located anywhere within City boundaries and must have a Johnson County appraised value of ~~\$400~~425,000 or less for ~~2023~~2024.
- The project must be at a one- or two-family dwelling.
- Eligible improvements include but are not limited to: complete exterior house painting or siding, door/window repair and replacement, new roof, gutters, shutters, front-facing concrete work (driveways, sidewalks & stoop), and foundation repairs.
- In order to qualify, the property must be owner-occupied ~~or have a current rental property license in place for the previous 365 days prior to approval.~~
- All improvements must conform to the City of Prairie Village municipal code.
- Contractors utilized to perform the improvements must have an active contractor's license through the City and Johnson County.
- Property owner must be current on all property taxes in Prairie Village and property free of code violations.
- There is a limit of one grant per property every ten years.

Process

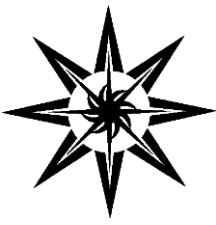
- The program is managed by the Community Development Department located in the Public Works Facility at 3535 Somerset Drive.
- The Community Development Department will begin accepting applications for the ~~2024-2025~~ Exterior Grant Program on Wednesday, ~~February~~January 15, ~~2024~~2025. The property owner will submit an application to the City, and all applications will be reviewed in the order they are received until all grant funds are exhausted. Applications must include proof of current homeowner's insurance.
- Application approval must occur prior to the start of work, and applicants will only be approved after a code enforcement officer has confirmed that no code violations are present at the property. Code violations must be corrected within 10 working days of notification of the violation or the grant will be forfeited.
- The property owner is responsible for ensuring that all required permits have been obtained. All permits must be in place prior to any work taking place.
- Work must be completed within 120 days of application approval and no later than June 1. ~~If funds allow, a second round of grants may be offered~~ Grant applications will be accepted until grant funds are exhausted.

Reimbursement Process

- Upon completion of the improvements the applicant must submit qualified project receipts, invoices and proof of payment (canceled check, credit card receipt, or cashier's check only – no cash) to the Community Development Department. Total project expenses must be at least \$2,000. Items on the receipt must be clearly marked and explained.
- Community Development staff will schedule a post-project inspection to verify project completion and confirm no exterior code violations are present.

- After staff review of receipts the City will issue a check to the applicant for 25% of the qualified expenses, reimbursement not to exceed \$2,500, within 2-3 weeks of receipt verification.

DRAFT



ADMINISTRATION

City Council Meeting Date: December 16, 2024
CONSENT AGENDA

Consider Approval of 2025 Residential Sustainability Grant Program Changes

RECOMMENDED MOTION:

Make a motion to approve recommended changes to the 2025 Residential Sustainability Grant programs as outlined.

BACKGROUND

During the December 2 discussion, the Council Committee agreed with staff's recommendations to make the recommended changes to the sustainability grant program summarized below.

At the December 2 meeting, the Committee requested additional information regarding rental participation in the program. Currently, the property must be owner-occupied or have a current rental property license in place for the previous 365 days to participate. In 2024, there was one landlord who received a grant. The Council made a motion to remove rental properties from the program in order to prioritize owner-occupied projects, which was approved.

CHANGES FOR 2025 SUSTAINABILITY GRANT PROGRAM

- Open the program on January 15, 2025 to allow for longer lead time to find contractors and receive supplies
- Reallocate the unused 2024 exterior grant funds (estimated around \$16,500) to the 2025 Grant Programs - increasing the 2025 Exterior Grant budget to \$80,500 and Sustainability Grant budget to \$40,000
- Remove eligibility to the program for rental properties, requiring applicants to be owner-occupied

ATTACHMENTS

Residential Sustainability Grant Program Guidelines

PREPARED BY

Nickie Lee
Deputy City Administrator
Date: December 3, 2024

City of Prairie Village
Residential Sustainability Grant Program
2024-2025 Guidelines

Purpose

The purpose of the Residential Sustainability Grant program is to encourage residents to reduce their carbon footprint by improving the energy efficiency of their homes.

Program Overview

- The City will provide a 25% match for energy efficiency improvements for one- and two-family dwellings with a minimum \$2,000 investment by the property owner or a 50% match with a minimum \$1,000 for an insulation-only project
- Reimbursement amounts from the City will be a minimum of \$500 and a maximum of \$2,500.
- Energy-saving improvements must meet the 2021 International Energy Conservation Code and/or the attached project specifications, whichever results in the greatest energy efficiency.
- The residential sustainability grant can be used in conjunction with the Exterior Grant (but one project cannot be funded by both programs).

Program Eligibility

- The project must be at a one- or two-family dwelling.
- Eligible improvements include, but are not limited, to the following: home energy audit by a certified auditor, solar power, wind power, energy-efficient HVAC or water heater, energy-efficient windows or doors, insulation, geothermal heating and cooling, and duct sealing.
- All improvement projects must meet the requirements of the 2021 IECC and/or the attached specifications, whichever results in the greatest energy efficiency.
- The Building Official is granted the authority to determine if a proposed project meets the overall eligibility and purpose of the grant program.
- All improvements must conform to the City of Prairie Village municipal code.
- Contractors utilized to perform the improvements must have an active contractor's license through the City and Johnson County.
- Property owner must be current on all property taxes in Prairie Village and property free of code violations.
- In order to qualify, the property must be owner-occupied.

Process

- The program will be managed by the Community Development Department.
- The property owner will submit an application to the City, and all applications will be reviewed in the order they are received until all grant funds are exhausted.
- The application must include all bids for the improvements, including all project specification sheets.
- The application and project specification sheets will be reviewed by the Building Official for compliance with the 2021 International Energy Conservation Code and the attached specifications.
- Application approval must occur prior to the start of work, and applicants will only be approved after a code enforcement officer has confirmed that no code violations are present at the property.
- The property owner is responsible for ensuring that all required permits have been obtained. All permits must be in place prior to any work taking place.
- Work must be completed within 120 days of application approval and no later than June 1. ~~If funds allow, a second round of grants may be offered~~ Grant applications will be accepted until grant funds are exhausted.

Reimbursement Process

- Property owner must notify the Community Development Department upon project completion and final invoices being paid. Copies of eligible receipts totaling at least \$2,000 or \$1,000 for insulation-only projects must be submitted.
- Community Development staff will schedule a post-project inspection to verify project completion in accordance with required specifications and confirm no exterior code violations are present.

**City of Prairie Village
Residential Sustainability Grant
Required Project Specifications**

All eligible grant projects must be done in compliance with the 2021 International Energy Conservation Code (IECC) as well as the below specifications. A completed application form must be submitted along with the product specification sheet for all products being used in the project. Below is an overview of the required specifications for various types of projects. Projects not listed on this sheet will be reviewed for compliance with the 2021 IECC and must be accomplishing the goal of improving the energy-efficiency of the home.

Windows/Doors/Fenestration

- Fixed windows/fenestration must have a maximum *U*-factor of 0.36
- Operable windows/fenestration must have a maximum *U*-factor of 0.30
- Entrance doors must have a maximum *U*-factor of 0.63
- Must have a maximum SHGC (solar heat gain coefficient) of 0.40

Skylights

- Must have a maximum *U*-factor of 0.50
- Must have a maximum SHGC of 0.40

Air Conditioners

- All air conditioners must have a minimum efficiency of 14 SEER. Window units do not qualify for the sustainability grant.
- All air conditioners must comply with ANSI/AHAM RAC-1

Furnace

- Warm-air furnaces (gas-fired) must have a minimum efficiency of 92% AFUE or 92%*E*_c
- Warm-air furnaces (gas-fired) must comply with DOE 10 CFR Part 430 or ANSI Z21.47

Basement Rim Joist Insulation

- Fiberglass insulation must have a minimum R-value of R30
- Spray foam insulation must have a minimum R-value of R15

Attic Insulation

- Attic insulation must have a minimum R-value of R60

Solar

- All solar power installations require a building permit and must be constructed in accordance with Chapter 19.50 of the City's zoning regulations, including the following:
- The design of any solar energy system shall generally be compatible with the character of the neighborhood or district, the architectural design of the buildings, and situated on a site in a manner that

minimizes potential negative impacts on adjacent property or public streetscapes. Compatibility shall be evaluated as follows:

- Systems mounted on pitched roof structures or vertical walls shall not project more than five inches off the surface of the roof or wall and be generally parallel to the roof pitch or vertical wall.
- Systems mounted on flat roofs shall be setback from the roof edge a distance equal to the amount they project off the roof deck, or be concealed from street level or ground level of adjacent property by a parapet. Any panel or accessory equipment that projects more than two feet off the roof deck shall be screened in the same manner as other rooftop accessory building equipment.
- Framing, mounting racks, piping, conduits and other associated equipment shall be designed, located or use colors to minimize the visibility from streetscapes or adjacent property, and blend with the overall design of the building.
- Ground mounted solar panels shall be located behind the front building line, and be setback from adjacent property by at least ten feet. No ground-mounted equipment shall exceed eight feet high. All ground-mounted equipment shall be screened from adjacent property and the street by fences, landscape or a combination of both. This provision shall not apply to solar energy facilities attached to utility poles, light fixtures or other similar accessory structures provided they be designed in a manner that integrates the energy collecting components into the design of the structure in a manner that does not significantly alter the appearance of the structure, when compared to other similarly functioning accessory structures.
- No solar panel shall be mounted in a location where it could create additional glare on adjacent sites or otherwise damage plants or structures on adjacent property from reflectiveness or heat sources. Panels in locations with the potential to contribute to this situation may satisfy this requirement with manufacturer's specifications that demonstrate minimal glare, reflectiveness and heat gain.
- Any solar energy system that does not meet the standards of this section may only be permitted with a site plan, approved by the planning commission according to the procedures and criteria of [chapter 19.32](#).

Water-Heating Equipment

- Water heaters (electric, ≤ 12 kW) must have a required performance of 0.93 – 0.00132V, EF (tabletop ≥ 20 gallons and ≤ 120 gallons), 0.960 – 0.0003V, EF (resistance ≥ 20 gallons and ≤ 55 gallons), or 1.061 – 0.00168V, EF (grid-enabled > 75 gallons and ≤ 120 gallons)
- Water heaters (electric, ≤ 12 kW) must comply with DOE 10 CFR Part 430
- Water heaters (electric, > 12 kW) must comply with ANSI Z21.10.3
- Water heaters (electric, ≤ 24 amps and ≤ 250 volts) must have a required performance of 2.057 – 0.00113V, EF (heat pump > 55 gallons and ≤ 120 gallons)
- Water heaters (electric, ≤ 24 amps and ≤ 250 volts) must comply with DOE 10 CFR Part 430
- Storage water heaters (gas, $\leq 75,000$ Btu/h) must have a required performance of 0.675 – 0.0015V, EF (≥ 20 gallons and < 55 gallons), or 0.8012 – 0.00078V, EF (> 55 gallons and ≤ 100 gallons)
- Storage water heaters (gas, $\leq 75,000$ Btu/h) must comply with DOE 10 CFR Part 430
- Storage water heaters (gas, $> 75,000$ Btu/h and $\leq 155,000$ Btu/h, $< 4,000$ Btu/h/gal) must have a required performance of 90%.
- Storage water heaters (gas, $> 75,000$ Btu/h and $\leq 155,000$ Btu/h, $< 4,000$ Btu/h/gal) must comply with ANSI Z21.10.3
- Instantaneous water heaters (gas, $> 50,000$ Btu/h and $< 200,000$ Btu/h) must have a required performance of 0.82 – 0.0019V, EF ($\geq 4,000$ (Btu/h)/gal and < 2 gal)
- Instantaneous water heaters (gas, $> 50,000$ Btu/h and $< 200,000$ Btu/h) must comply with DOE 10 CFR Part 430
- Instantaneous water heaters (gas, $\geq 200,000$ Btu/h) must have a required performance of 90%
- Instantaneous water heaters (gas, $\geq 200,000$ Btu/h) must comply with ANSI Z21.10.3

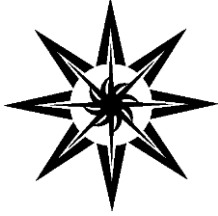
City of Prairie Village
Residential Sustainability Grant Program
2024-2025 Reimbursement Guidelines

Purpose

The purpose of the Residential Sustainability Grant program is to encourage residents to reduce their carbon footprint by improving the energy efficiency of their homes.

Reimbursement Process

- The property owner is responsible for ensuring that all required permits have been obtained. All permits must be in place prior to any work taking place.
- Work must be completed within 120 days of application approval and no later than June 1.
- Upon completion of the improvements the applicant must submit qualified project receipts, invoices and proof of payment (canceled check, credit card receipt, or cashier's check only – no cash) to the Community Development Department. Total project expenses must be at least \$2,000 or \$1,000 for insulation only projects. Items on the receipt must be clearly marked and explained.
- Codes staff will schedule post-project inspections. One inspection will be to verify project completion in accordance with required specifications. The other inspection will be to confirm no exterior code violations are present.



ADMINISTRATION

Council Committee of the Whole Meeting Date: December 2, 2024

Council Meeting Date: December 16, 2024

COU2024-63

Consider 2025 property tax rebate program recommendations

RECOMMENDED MOTION

Make a motion to accept staff's recommendations for the 2025 property tax rebate program, allocating \$50,000 to the program from the Economic Development Fund, increasing the maximum property value to \$523,805, and maintaining income limits of 65% of the U.S. Department of Housing and Urban Development's (HUD) regional median family income for a household of four people.

BACKGROUND

In November 2021, the City Council voted to allocate \$20,000 from the City's 2022 general fund to a property tax rebate program designed to alleviate some of the burden of home ownership due to rising property values. Only property owners that are Prairie Village residents living in owner-occupied homes, are current on payment of their property taxes and special assessments and meet the income guidelines are eligible for the program. Applicants must also live in a home that is appraised by the county at or below the previous year's average property value in the City (in 2024, this amount is \$523,805).

Initially, income limits were based on data provided by the U.S. Department of Housing and Urban Development's (HUD) "very low income" guidelines, which represent 50% of the regional median family income for a household of four people. For 2023, the council increased income guidelines to 65% of the median family income in an effort to assist a larger number of residents. This guideline was maintained in the 2024 program.

Participation and the amount refunded has increased each year:

Year	Recipients	Avg. Income	Avg. Refund	Avg. Home Appraisal	Total Refunded
2022	28	\$20,741.44	\$500.57	\$245,725.00	\$14,015.94
2023	53	\$28,434.66	\$550.97	\$279,733.96	\$29,201.53
2024	60	\$31,033.61	\$596.79	\$311,875.00	\$35,857.69

For 2025, \$50,000 has already been allocated to the program. Staff recommends that income limits remain at 65% of the Kansas City metro area median family income, as shown below.

\$940.78 currently remains available in the 2024 budget allocation, bringing the total available funding for 2025 to \$50,940.78.

HUD Income Limits - FY 2024

Kansas City Metro Area Median Family Income: \$103,100

Household Size	65% MFI
1	\$46,925
2	\$53,625
3	\$60,325
4	\$67,025
5	\$72,400
6	\$77,750
7	\$83,125
8+	\$88,475

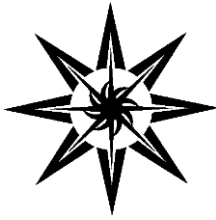
At its December 2, 2024 meeting, the council committee of the whole recommended approval of staff's recommendations for the 2025 property tax rebate program to the city council.

PREPARED BY

Adam Geffert

City Clerk

Date: November 22, 2024



MAYOR

**Council Meeting Date: December 16, 2024
CONSENT AGENDA**

Consider Appointment to the Pension Board

RECOMMENDATION

Mayor Mikkelson requests Council ratification of the appointment of Kristin Colt Goodwin to be the Mission Hills representative to the Police Pension Board.

BACKGROUND

Kristin is the Owner of The Colt Group, L.C., an insurance brokerage formed in 1987 and based out of Prairie Village. She is also a member of Loan Committee, Board of Directors and Shareholder for Flint Hills Bank. Kristin has over thirty years' experience working with companies and individuals in the design and implementation of benefit and insurance programs. She is a graduate of Yale University. Community involvement includes work with The Salvation Army, Children's Mercy Hospital: Children's Relief Association, The Westport Garden Club, The Tocqueville Society of the United Way, and the Washington University in St. Louis Parents Council.

ATTACHMENTS

Resume

PREPARED BY

Joel Porter

Professional Standards Sergeant/PD Pension Board rep

Date: December 11, 2024



Kristin Colt Goodwin, CLTC

4121 W. 83rd Street, Suite 110
Prairie Village, KS 62208-5303

Business Phone: (913) 383-4650
Mobile Phone: (913) 219-7045
Confidential Fax: (913) 383-4655
E-Mail: kristin.goodwin@nm.com
kristin@thecoltgroup.com

Professional Specialties:

- Helping people and companies address risk using life insurance, disability insurance, long-term care insurance, and employee benefit programs.
- Providing clients with a wide range of insurance and benefit products, business and estate planning consultations and planning.
- Providing corporate life insurance and disability programs (strong expertise in evaluating group and individual disability contracts and plan designs). Life and disability uses include buy-sell and key person coverage.
- Access to world class products in life, disability income, and long-term care insurance, retirement, and college planning in addition to corporate insurance plans.

Qualifications:

- Licensed representative of Northwestern Mutual
- Certified in Long-Term Care

Education:

- Bachelor of Arts Degree from Yale University: Economics and Political Science
- Cum Laude

Service Philosophy:

Kristin has over thirty years' experience working with companies and individuals in the design and implementation of benefit and insurance programs. She values and enjoys her relationship with clients and their trust in her ability to lead, organize, help execute, and monitor their goals and objectives.

Business Activities:

- Member of Loan Committee, Board of Directors and Shareholder for Flint Hills Bank
- Owner of The Colt Group, L.C. – Insurance brokerage formed in 1987, based out of Prairie Village, KS

Personal:

- Resides in Mission Hills with husband, John. Grown children include Sara and son-in-law George who are medical residents at The University of Michigan, son Johnny a Vice President with Silicon Valley Bank in Los Angeles, California and daughter-in-law Nicole who is a medical resident at Cedars Sinai; and Catherine a sophomore at Washington University in St. Louis MO

Community Involvement:

- Kristin and John are co-chairing the \$25 million capital campaign for The Salvation Army division of Western Missouri and Kansas
- Children's Mercy Hospital: Children's Relief Association (CRA) Volunteer
- The Westport Garden Club (GCA): Past Treasurer, Program Chair
- The Tocqueville Society of the United Way
- Washington University in St. Louis Parents Council



POLICE DEPARTMENT

Council Meeting Date: December 16, 2024

CONSENT AGENDA: CONSIDER PURCHASE REQUEST FOR POLICE VEHICLE

RECOMMENDATION

Staff recommends the purchase of one (1) 2024 Chevrolet Colorado Crew Cab for \$34,360.00.

BACKGROUND

On an annual basis, the Police Department replaces older vehicles due to age, mileage, and/or maintenance problems. The Chevrolet Colorado is a specialty vehicle for the Investigations unit. This vehicle purchase will replace a 2006 Ford F-250 that will be sold at auction after the purchase.

The Department utilized the Source Well Cooperative Purchasing agreement to obtain a bid for the vehicle. The Department is seeking authorization to purchase this vehicle for the Investigations Division at a total cost of \$34,360.00. The Department did review alternative options such as hybrid or EV vehicles, but did not find a suitable option that was within the previously budgeted amount for this purchase. The vehicle is a specialty vehicle that is not driven every day, and the increased cost of a hybrid or EV option would not be offset by the limited driving compared to a regular patrol vehicle.

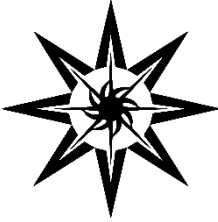
During the 2024 budget process, \$40,000 was allocated for the purchase of this vehicle. This vehicle will be purchased in 2024 and was previously approved by the City Council as part of the 2024 Public Safety Budget.

FUNDING SOURCE

01-03-27-8006-000 - \$34,360.00

PREPARED BY

Major Eric McCullough
Investigations Division Commander
December 11th, 2024



PUBLIC WORKS DEPARTMENT

Council Meeting Date: December 16, 2024
CONSENT AGENDA

CONSIDER MEMORANDUM OF UNDERSTANDING WITH JOHNSON COUNTY FOR CONNECTING JOCO - A COORDINATED PUBLIC ELECTRIC VEHICLE INFRASTRUCTURE PILOT PROJECT

RECOMMENDATION

Move to approve the Memorandum of Understanding with Johnson County for the Connecting JoCo - A Coordinated Public Electric Vehicle Infrastructure Pilot project (ELEC2023).

BACKGROUND

Johnson County applied for the Federal Government's Carbon Reduction Program for an electrical vehicle charging station project. Johnson County sought interest from cities within Johnson County to be a part of this project. The City of Prairie Village agreed to be part of this project and selected Wassmer Park for the installation of electrical vehicle chargers. This project was added to the CIP list during the budget process in 2023. The other partners participating are Mission, Overland Park, Roeland Park, Johnson County Parks and Recreation Department, Johnson County Facilities Department, and the Johnson County Health and Environment Department. This project will install 32 new vehicle charging stations at 16 different locations.

The Federal Government's Carbon Reduction Program will pay for 80% of the project.

Currently the County has started the process to hire a consultant to help with the design of the project.

FUNDING SOURCE

Total Project Cost- \$112,697

	<u>Federal Funds</u>	<u>City Funds</u>	<u>Total</u>
Funding-	\$90,158.00	\$22,539.00	\$112,697.00

There is also a 1% administration fee charged by MARC of \$902.00

Funding is available for this project under CIP Project ELEC2023.

ATTACHMENTS

1. Interlocal Agreement with Johnson County

PREPARED BY

Keith Bredehoeft, Public Works Director

December 11, 2024

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is a collaboration among the Johnson County Board of County Commissioners by and through the Department of Health and Environment, a body corporate and political subdivision of the State of Kansas (the “County”) and the Johnson County Facilities Management Department, Johnson County Parks and Recreation District, the City of Mission, the City of Overland Park, the City of Prairie Village, and the City of Roeland Park (“Partners”) to coordinate efforts for The Connecting JoCo – A Coordinated Public Electric Vehicle Infrastructure Pilot project in our jurisdictions by sharing resources and expenses to fund installation of 32 electric vehicle (EV) charging stations (“Project”). The MOU is entered the date of last signature below (the “Effective Date”).

Recitals

- A. Johnson County will enter into the grant agreement with the Kansas Department of Transportation (“KDOT”) to serve as the grant recipient and primary point of contact for all grant activities. The County will manage the solicitation and selection for design services and organize construction bidding and execution activities with KDOT. The County agrees to communicate all relevant activities to Partners. The County will incur the upfront costs of any local match and fees.
- B. Partners will participate in necessary meetings and activities and provide timely information to project contractors to maintain an appropriate project schedule including access to necessary personnel for information purposes. Each Partner will reimburse Johnson County for their site share of local match and fee requirements of grant activities.
- C. The County and Partners are coordinating efforts and resources to install 32 electric vehicle charging stations at public locations throughout the Johnson County community.
- D. Pursuant to K.S.A. 12-2908, the Parties are municipalities and wish to enter this agreement to perform a governmental activity, or undertaking which each is authorized by law to perform. Pursuant to K.S.A. 12-2908, this agreement is authorized by the governing body of each of the Parties.

ARTICLE I

Scope of Understanding

1.0. Scope of Understanding

1.1. Parties.

1.1.1. Johnson County Board of County Commissioners by and through the Department of Health and Environment (the “County”).

1.1.2. The Johnson County Facilities Management Department (“Facilities”),

1.1.3. Johnson County Parks and Recreation District (“JCPRD”),

1.1.4. The City of Mission (“Mission”),

1.1.5. The City of Overland Park (“Overland Park”),

1.1.6. The City of Prairie Village (“Prairie Village”), and

1.1.7. The City of Roeland Park (“Roeland Park”)

1.1.8. The Facilities, JCPRD, Mission, Overland Park, Prairie Village, and Roeland Park shall collectively be referred to as the “Partners”.

1.1.9. The County and Partners shall collectively be referred to as the “Parties”.

1.2. Statement of Understanding. The Parties have a joint desire to install 32 new electric vehicle charging stations at 16 partner locations under The Connecting JoCo – A Coordinated Public Electric Vehicle Infrastructure Pilot project, which was awarded \$1,433,000 in federal fiscal year 2022-2025 Carbon Reduction Program (“CRP”) funds. As part of that desire, the Parties hereby agree, subject to the terms and conditions listed below, to share the local match and costs of installing 32 new charging stations at 16 site locations (“Sites”) throughout the County (the “Project”).

1.3. Duration and Termination of Agreement. The Parties agree that this agreement shall remain in full force and effect until the completion of the Project or for three years, whichever is shorter. The Project shall be deemed completed upon written certification to each of the Parties by the Project Administrator at KDOT that the Project has been accepted as constructed. This term may be extended by written agreement of the Parties.

ARTICLE II

Project Costs

2.0. Project Costs.

2.1. Project Cost. KDOT and Mid-America Regional Council (“MARC”) approved the County’s revised budget for the Project (the “Budget”). A true and correct copy of the Budget, which includes 3 pages, is attached as **Exhibit A**.

2.1.1. Electric Vehicle Station Funding. CRP grant funding will provide 80% of the cost for each EV station. Local Partners will provide the required 20% match of their total site location costs. Partner organizations will assume all future costs associated with the stations.

2.1.2. MARC Fee. MARC is charging a 1% administration fee. Each Partner is responsible for providing its 1% MARC fee.

2.1.3. Payment Terms. The total capital costs from the Budget shall be paid to KDOT.

2.1.3.1. The County is responsible for paying KDOT the total required match for the project and for paying the MARC fee.

2.1.3.2. Each Partner is responsible for reimbursing the County for the 20% match portion of its individual site costs and its prorated portion of the 1% MARC fee. The Partners' reimbursement will become due to the County after Project closeout as approved by KDOT.

ARTICLE III **Project Terms**

3.0. Project Terms.

3.1. The County will coordinate with KDOT for selection of contractors to perform Project work. KDOT is responsible for hiring and paying contractors.

3.2. The County and its design and construction consultants will oversee the day-to-day activities of Project construction.

3.3. The current Site locations are included in the Budget. See **Exhibit A**. Each Partner has authority to determine each Site location. Therefore, the Site locations are subject to change as needed for design and individual Partner considerations.

3.4. Once installed, chargers and required maintenance are the responsibility of the Partner.

ARTICLE IV **General Terms**

4.0. General Terms

4.1. Amendments. This Agreement may be amended by supplemental writing signed by all Parties.

4.2. Approval. By approving this MOU, the Parties express their intent to cooperate and to work in good faith to take the actions described in this MOU.

4.3. Choice of Law. This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The Parties agree that any dispute or cause of action arising in connection with this Agreement will be brought in the district court of Johnson County, Kansas.

4.4. Counterparts and Electronic Delivery. This Agreement may be executed in one or more counterparts, each of which will for all purposes be deemed an original and all of which will constitute the same agreement. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument. Signatures to this Agreement transmitted by any electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as physical delivery of the paper document bearing original signature.

4.5. Entire Agreement. This Agreement, which consists of this seven-page Agreement and three-page Exhibit A, totaling ten pages, express the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings.

4.6. Funding. This Agreement and any renewal thereof, is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto (the “Act”). By virtue of this Act, the Parties are obligated only to pay periodic payments as contemplated herein as may lawfully be made from funds budgeted and appropriated for that purpose during each Parties’ current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source.

4.7. No Assignment. The Partners shall not assign, convey, sublet, transfer, or otherwise dispose of this Agreement or any of its rights and obligations hereunder, without the prior written consent of the County. In no event shall such consent relieve a Partner from its obligations under the terms of this Agreement. The Partners shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the County. The County may withhold consent if it deems the assignment will negatively impact its business and may terminate this Agreement for convenience.

4.8. Notice. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the Parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

If to the County:	Sustainability Program Manager Department of Health and Environment 11811 S. Sunset Drive, Ste 2700 Olathe, KS 66061
If to Facilities:	Johnson County, Kansas c/o Tony Barron, Director of Facilities 111 S. Cherry Street Olathe, Kansas 66061
If to JCPRD:	
If to Mission:	Justin Carroll Deputy City Administrator City of Mission 6090 Woodson Street, Mission, KS 66202 jcarroll@missionks.org
If to Overland Park:	Lara Isch, Sustainability Manager Overland Park City Hall 8500 Santa Fe Overland Park, Kansas 66212 <i>With a copy to:</i> Michael Koss, Chief Counsel Overland Park City Hall 8500 Santa Fe Overland Park, Kansas 66212
If to Prairie Village:	The City of Prairie Village 7700 Mission Road Prairie Village, Kansas 66208 Attn: City Clerk ageffert@pvkansas.com <i>With a copy to:</i> Alexander Aggen 1900 W. 75th Street, Suite 120 Prairie Village, Kansas 66208 alex@hunterlawgroup.com
If to Roeland Park:	Kelley Nielsen, City Clerk City of Roeland Park 4600 W. 51 st Street Roeland Park, Kansas 66205 knielsen@roelandpark.org

4.9. Open Records. The terms, conditions, requirements, and obligations set forth in this Agreement shall be subject to the Kansas Open Records Act, K.S.A. 45-215 et seq., any applicable federal or state laws, or court order.

4.10. Third Party Beneficiary. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement.

4.11. Waiver. The waiver by any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. Further, no provision of this Agreement will be given effect that attempts to require the Parties to waive any statutory defense or rights regarding this Agreement, including, but not limited to, statute of limitations or the Kansas Tort Claims Act.

4.12. Signatures. The Parties have caused this Agreement to be signed by their respective authorized representatives.

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**JOHNSON COUNTY BOARD OF COUNTY
COMMISSIONERS BY AND THROUGH THE
DEPARTMENT OF HEALTH AND ENVIRONMENT**

D. Charles Hunt, Director

Date: _____

APPROVED AS TO FORM

Assistant County Counselor

JOHNSON COUNTY FACILITIES

Printed Name:

Title:

Date: _____

JOHNSON COUNTY PARKS AND RECREATION

Printed Name:

Title:

Date: _____

THE CITY OF MISSION

Sollie Flora, Mayor

Date: _____

THE CITY OF OVERLAND PARK

Curt Skoog, Mayor

Date: _____

Elizabeth Kelley,
City Clerk

Approved as to Form:

Susan Alig, Assistant City Attorney

THE CITY OF PRAIRIE VILLAGE

Eric Mikkelsen, Mayor
Title:

Date: _____

THE CITY OF ROELAND PARK

Michael Poppa, Mayor

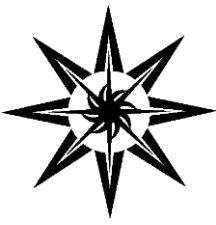
Date: _____

EXHIBIT A - BUDGET

Internal Site ID	Site Name	Materials & Construction	Engineering Design Fees	Total Capital Cost			
	Partner: Johnson County Facilities						
EV-01	Johnson County Courthouse	\$ 51,514	\$ 12,230	\$ 63,744			
EV-03	Monticello Library	\$ 69,981	\$ 16,614	\$ 86,595			
EV-04	Library Location TBD	\$ 77,264	\$ 18,343	\$ 95,607			
EV-05	Library Location TBD	\$ 85,216	\$ 20,231	\$ 105,447			
EV-06	Central Resource Library Expansion	\$ 80,000	\$ 18,993	\$ 98,993			
EV-07	Library Location TBD	\$ 80,000	\$ 18,993	\$ 98,993			
					Subtotal Johnson County	\$ 549,378	
					80% (CRP Funds)	\$ 439,502	
					20% (Required Local Match)	\$ 109,876	Total JoCo Facilities match + fee
					1% MARC fee	\$ 510	\$ 13,259
EV-02	Partner: Johnson County Parks & Recreation (JCPRD) Mid-America Sports Complex	\$ 51,514	\$ 12,230	\$ 63,744	Subtotal Johnson County Parks & Recreation 80% (CRP Funds)	\$ 63,744 \$ 50,995	Total JCPRD match + fee
					20% (Required Local Match)	\$ 12,749	\$
					1% MARC fee	\$ 510	\$ 13,259
EV-08	Partner: TBD TBD	\$ 107,000	\$ 25,403	\$ 132,403			

					Subtotal City of Lenexa 80% (CRP Funds)	\$ 132,403 \$ 105,922	
					20% (Required Local Match)	\$ 26,481	Lenexa match + fee
					1% MARC fee	\$ 1,059	\$ 27,540
EV-09	Partner: City of Mission Powell Community Center	\$ 102,794	\$ 24,404	\$ 127,198			
EV-10	Broadmoor Park	\$ 81,869	\$ 19,436	\$ 101,305			
					Subtotal City of Mission 80% (CRP Funds)	\$ 228,503 \$ 182,803	
					20% (Required Local Match)	\$ 45,701	Mission match + fee
					1% MARC fee	\$ 1,828	\$ 47,529
EV-11	Partner: City of Overland Park Youngs Pool / Park	\$ 130,000	\$ 30,863	\$ 160,863			
EV-12	Hickory Hills Park	\$ 130,000	\$ 30,863	\$ 160,863			
EV-13	Myron Scafe Building	\$ 100,000	\$ 23,741	\$ 123,741			
EV-14	Roe Park	\$ 130,000	\$ 30,863	\$ 160,863			
					Subtotal City of Overland Park 80% (CRP Funds)	\$ 606,330 \$ 485,064	
					20% (Required Local Match)	\$ 121,266	Overland Park match + fee
					1% MARC fee	\$ 4,851	\$ 126,117
EV-15	Partner: City of Prairie Village Wassmer Park	\$ 91,075	\$ 21,622	\$ 112,697			
					Subtotal City of Prairie Village	\$ 112,697	

					80% (CRP Funds)	\$ 90,158	
					20% (Required Local Match)	\$ 22,539	Prairie Village match + fee
					1% MARC fee	\$ 902	\$ 23,441
EV-16	Partner: City of Roeland Park Roeland Park Community Center	\$ 79,356	\$ 18,840	\$ 98,196	Subtotal City of Roeland Park 80% (CRP Funds)	\$ 98,196 \$ 78,557	
					20% (Required Local Match)	\$ 19,639	Roeland Park match + fee
					1% MARC fee	\$ 786	\$ 20,425
	Subtotal	\$ 1,447,583	\$ 343,667	\$ 1,791,250			
					Total (All Sites)	\$ 1,791,250	
					80% (CRP Funds)	\$ 1,433,000	
					20% (local match)	\$ 358,250	
					1% MARC fee	\$ 14,330	



R-1B Neighborhood Design Guidelines Planning Commission Recommendation

BACKGROUND

Decision Point: Discuss whether or not to continue to pursue updates to the R-1B neighborhood design guidelines with Planning Commission.

The current [Neighborhood Design Guidelines](#) went into effect February 1, 2019 with the understanding they may be revisited to address any issues with the guidelines. The guidelines include requirements for street trees, greenspace, window and door openings, size restrictions, and impervious coverage limits. The housing discussion brought up questions about whether the design guidelines went far enough to limit size and scale of homes, especially teardown/rebuilds. The City Council had a [work session](#) on April 24, 2023 to discuss next steps in the housing discussion related to the R-1 zoning areas. At the work session, Council completed a prioritization exercise to provide staff direction for which areas to address first. The top two [results](#) were updating the Neighborhood Design Guidelines and researching further regulations and/or fees for short term rentals. Council directed staff to look into reducing the size and scale to better fit into existing neighborhoods, and also review green space and lot coverage requirements in the R-1B zoning areas.

Staff presented two options for initial discussion at the [Council Committee of the Whole](#) on October 2, 2023. The City Council favored “Option 2” and directed staff to consult with Planning Commission for further refinement and recommendations. Subsequent to this direction staff has conducted additional analysis and feedback on the options and has arrived at a modified third and fourth option that addresses some of the challenges with both options 1 and 2. The attached Planning Commission presentation and memo outline details related to all options.

At their December 3, 2024 Planning Commission meeting, the Planning Commission made a motion to send the neighborhood design guideline update discussion back to the City Council to ensure interest was still there to pursue this topic. As outlined in the [Planning Commission memo](#), any updates to design guidelines would require a zoning code update which requires a formal adoption process including a Planning Commission Public Hearing and City Council review and decision.

Attachments

- 12/3/2024 Planning Commission Discussion Memorandum
- 12/3/2024 Planning Commission Discussion Presentation

PREPARED BY

Nickie Lee, Deputy City Administrator

Date: December 10, 2024

DISCUSSION MEMORANDUM

TO: Prairie Village Planning Commission
FROM: Chris Brewster, Multistudio, Planning Consultant
RE: R-1B Neighborhood Design Guidelines
DATE: December 3, 2024 Planning Commission Meeting

BACKGROUND

The City Council had a [work session](#) on April 24, 2023 to discuss next steps in the housing discussion related to the R-1 zoning areas. At the work session, Council completed a prioritization exercise to provide staff direction for which areas to address first. The top two [results](#) were updating the Neighborhood Design Guidelines and researching further regulations and/or fees for short term rentals.

The current [Neighborhood Design Guidelines](#) went into effect February 1, 2019 with the understanding they may be revisited to address any issues with the guidelines. The guidelines include requirements for street trees, greenspace, window and door openings, size restrictions, and impervious coverage limits. The housing discussion has brought up questions about whether the design guidelines went far enough to limit size and scale of homes, especially teardown/rebuilds. Council directed staff to look into reducing the size and scale to better fit into existing neighborhoods, and also review green space and lot coverage requirements. At this point, guidelines will focus on the R-1B zoning areas.

Staff presented two options for initial discussion at the [Council Committee of the Whole](#) on October 2, 2023. The City Council favored Option 2, and directed staff to consult with Planning Commission for further refinement and recommendations. Subsequent to this direction staff has conducted additional analysis and feedback on the options and has arrived at a modified third option that addresses some of the challenges with both Option 1 and 2.

OPTIONS

The City Council initial direction had three objectives:

1. Focus on R-1B zoning districts.
2. Reduce the scale of buildings further than the current development and design standards.
3. Review / update any other design standards necessary.

The four options to consider are below, the first two of which were presented to City Council, with Option 2 being favored by Council. The third and fourth options were developed by staff subsequent to the council meeting and to address some challenges with the first two options. These options are still conceptual and up for discussion by the commission, and other variations or completely different options are not precluded from the Planning Commission discussion.

Option 1: Simple Size Reductions

- Reduce the height from 29' to 27' [[19.08.015 / Table 19.08.A](#)]
- Reduce the building coverage from 30% to 25% [[19.08.015 / Table 19.08.A](#)]

This will result in smaller footprints and lower overall heights, but may not reduce the overall massing of structures, and particularly as it relates to adjacent properties.

Option 2: Revised Massing Standards (City Council preferred)

- Reduce massing within 10' of side setback line
 - 12' wall plane height
 - 19' gable or dormer height (under sloped roof)
 - 500 s.f. wall plane limit.
 - Compared to 29' / 800' s.f. now. [[19.08.015 / Table 19.08.A](#) and [19.08.025\(d\)\(2\)](#)]
- Leave building coverage at 30%
- Reduce overall building height from 29' to 27' [[19.08.015 / Table 19.08.A](#)]

This will result in 1-story or 1.5 story massing nearest the site property lines and 2-story massing only permitted in more central portions of the lot. However, it may have implications on typical floor plans and garage placement.

Option 3a and 3b: Floor to Area Ratio or FAR + Reduced Massing (Developed by staff subsequent to City Council discussion)

- 3a - Change the 30% lot coverage to a 40% floor-to-area ratio. [[19.08.015 / Table 19.08.A](#)]. This would result in:
 - 1-story buildings having more coverage allowances than currently (up to 40%, where currently limited to 39% maximum)
 - 1.5 story buildings having approximately 23% - 30% coverage allowances
 - 2-story buildings having approximately 20% coverage allowance
- 3b – In combination with an FAR, reduce massing within 6' of side setback line (this was changed from 10' in Option 2 to 6' in Option 3b due to impact on smaller and narrower lots)
 - 12' wall plane height
 - 19' gable or dormer height (under sloped roof)
 - 500 s.f. wall plane limit.
 - Compared to 29' / 800' s.f. now. [[19.08.015 / Table 19.08.A](#) and [19.08.025\(d\)\(2\)](#)]
- Leave overall building height at 29'

This would give lower-scale buildings more options and may lead to more varied massing among buildings. It would reduce the building scale nearest side lot lines (option 3b). It would retain options for overall height allowing some steeper pitched roof designs. It may have implications on typical floor plans and garage placement.

The floor to area ratio is a simple formula used to key building scale to the lot size. It is similar to building coverage (the current zoning standard), except that it adds a 3-dimensional element. The result is the taller your building, the less footprint you may have. What is counted in the floor area is important to reach the intended results. For example, things like vaulted ceilings with over 15 feet of clear area should typically be counted as 2 levels. Similarly, unfinished attic or roof space that has clear floor-to-ceiling heights above 6 feet should also be counted.

Further, beneficial things such as useable covered outdoor porches or entry features, covered decks or patios, and foundational egress wells should be excluded from the floor area.

Another implication is the effect on garage placement. With a simple lot coverage standard, there is an incentive to incorporate the garage into the building footprint and have liveable space above it. This can affect the massing of the building and lead to more prominent garage frontages since the garage is typically 1.5 feet or more below the first-floor elevation, and the second stories are typically all placed at the same level (resulting in garage floor-to-ceiling being 1.5 feet or more than the floor-to-ceiling of the livable space).

Under the floor to area ratio, there is not necessarily a “buildable area” benefit to incorporating the garage into the building footprint, since the livable area is counted differently. However, there still may be a practical and construction advantage to doing so. An additional option would be to exclude the garage from the floor area if it is detached or an attached side addition not incorporated the building. The latter is a common design in older Prairie Village homes that leads to lower-scale garages and an “accessory” building appearance.

Option 4: 1.5 Story Limit (Developed by staff subsequent to City Council discussion)

This would limit the amount of second-story massing that could occur, but be flexible to where and how the space in upper story is allocated within the building footprint.

- Change the Height / Story Limit from 2 stories to 1.5 stories. [[19.08.015 / Table 19.08.A](#)].
- Leave the building coverage at 30%
- Leave the total structure height at 29' (this would account for potential steeper pitched roofs with ½ stories incorporated)
- Add a definition for “story, half” to embellish the current definition of “story.” [[19.02.435](#)] “Story, half – An area within a sloping roof structure which is (a) capable of providing a room with a net floor to ceiling distance above 6.5 feet; and (b) less than 60% of the floor immediately below.. This space is achieved by

integrating dormers and gables into the roof structure of the story immediately below.”

The “1/2 story” approach reduces the scale of the building by one of two methods – (1) reducing the proportion of upper level to lower-level living space; and/or (2) reducing the scale and perceived massing of the building by incorporating upper levels into the roof structure; or both. It presents a simpler and more flexible approach to all other options but does put a premium on how “half-story” is defined. Additionally, like all options there could be some architectural or design responses that cannot completely be anticipated or accounted for. This option would not give any bonus to homes that elect a solely single-story option, but it would eliminate plans that are trending towards a pure 2-story profile, dependent on how “half-story” is ultimately defined. The definition of half-story can go further to emphasize incorporation of a roof structure with limitations on exterior wall heights including dormers (typically 4’ height maximum and 50% of elevation maximum), opposite wall gables (height determined by roof pitch), or knee walls (typically 2’ maximum).

SUMMARY

Staff will be prepared to discuss each of the options and any other variations or options with the Planning Commission. The next steps would be:

- Conclude discussions or continue discussions to future meeting dates, depending on Planning Commission deliberations.
- Prepare an update to the City Council based on Planning Commission discussion and/or direction.
- Collect any additional feedback and input as directed by City Council or Planning Commission
- Prepare formal draft amendments – if any.
- Present amendments in the formal adoption process – Planning Commission public hearing; City Council decision.

Neighborhood Design Guidelines

Update Discussion



Introduction

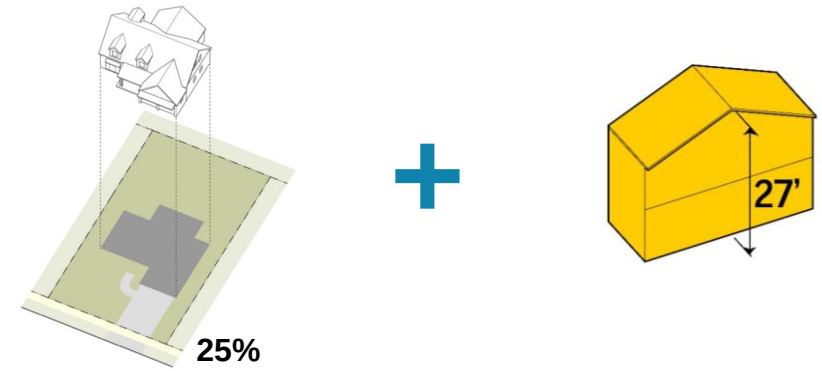
Action Plan (5/15/23 City Council Direction)

1. Address Neighborhood Design Standards in R-1B only
2. Consider a range of strategies to reduce building scale
 - ☐ *Height*
 - ☐ *Building Coverage*
 - ☐ *Massing standards*
 - ☐ *Lot sizes – minimum and maximum*
3. Process
 - ☒ *Staff Review & Discussion (internal options and strategies)*
 - ☒ *CC Discussion (October 2023)*
 - ☐ *PC Work Session – discuss options & direction **(tonight)***
 - ☐ *Additional outreach - optional*
 - ☐ *Formal recommendations and adoption process*
 - *PC Public Hearing*
 - *CC review / decision*

Introduction

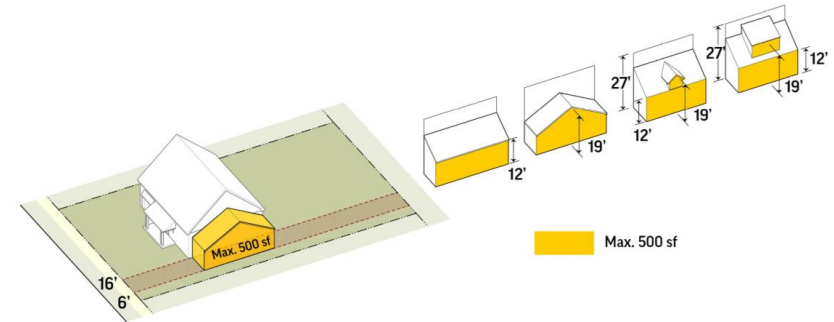
Option 1: Simple Size Reduction

- Reduce height from 29' to 27'
- Reduce building coverage from 30% to 25%



Option 2: Refined Massing Standards (Side)

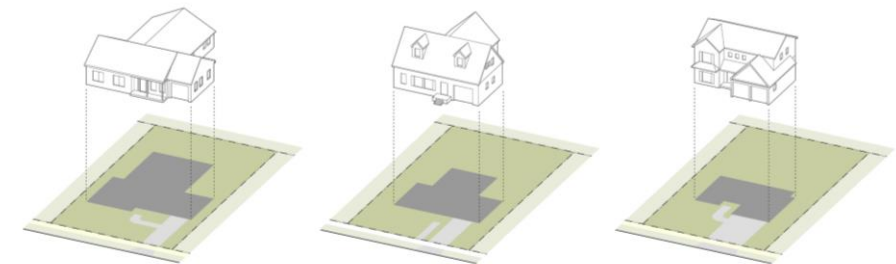
- Reduce height and massing within 10' of side setback
- Reduce height from 29' to 27'
- Leave building coverage at 30%



Option 3a & b: Floor to Area Ratio + Refined Massing

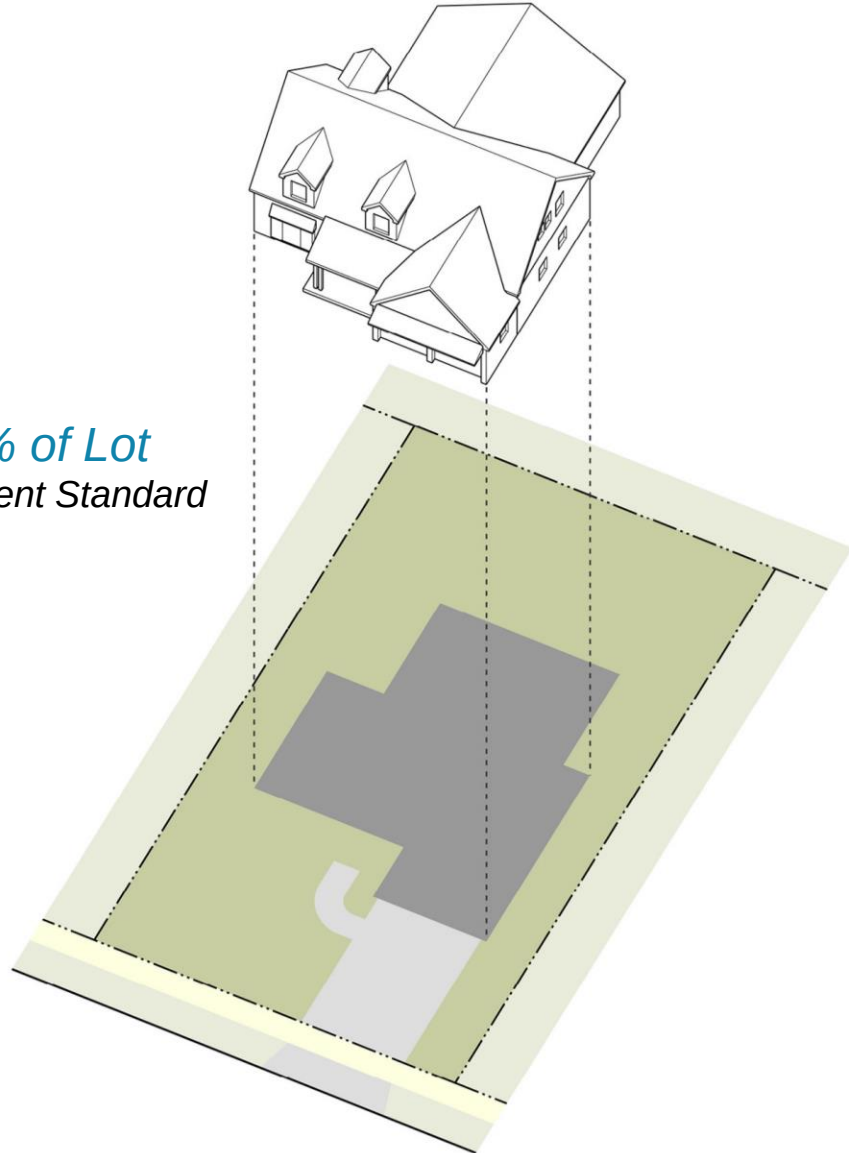
- 35% FAR for all lots
- Retain height at 29'
- (3b) Reduce height massing within 6' of side setback

FAR: 35%

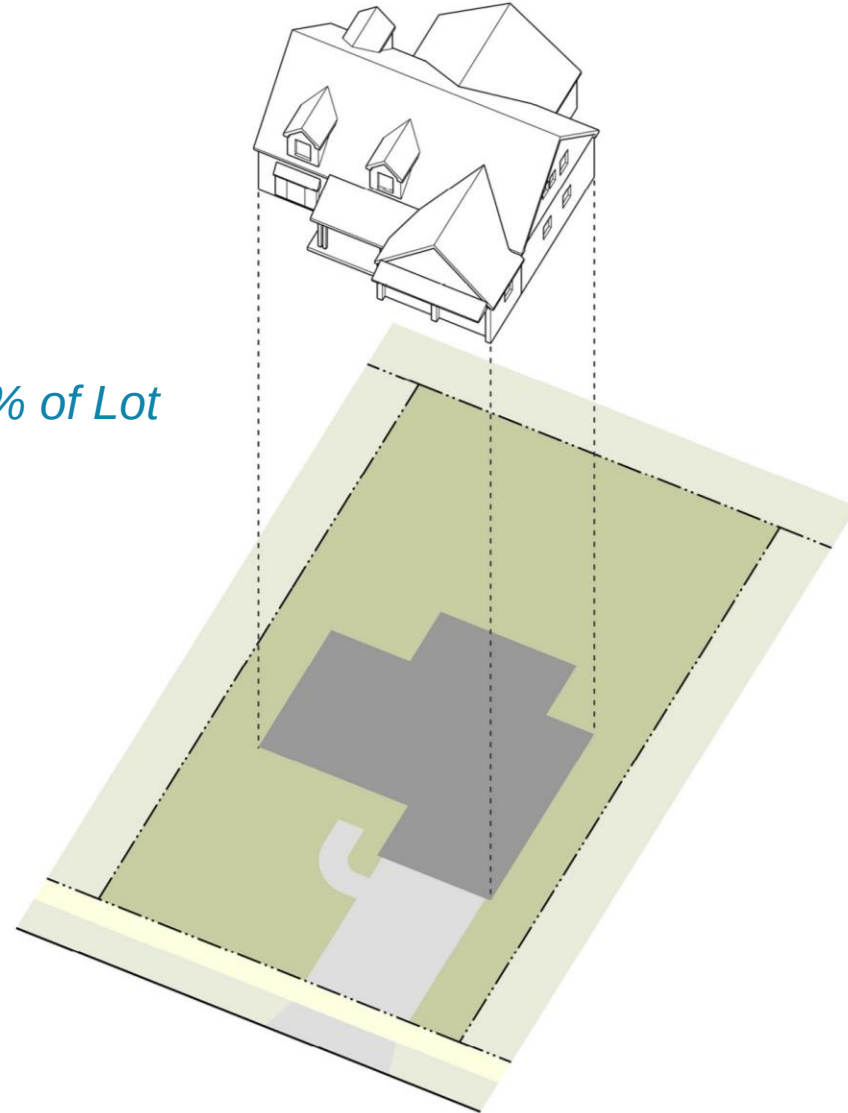


Building Coverage

30% of Lot
Current Standard



25% of Lot



Data

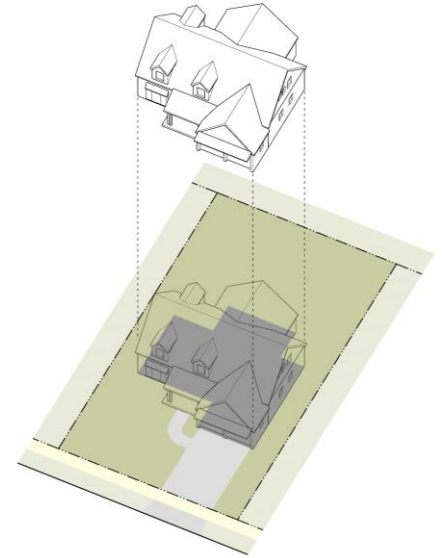
2022 - 2024 R-1B Permits

74% > 25%

Building Coverage

72% over 25% building coverage
(68 out of 92)

- 13 are only slightly over
- Under 25% are typically larger lots – 10,000 s.f. +
- Building footprint range -1,800 to 3,000 square feet.

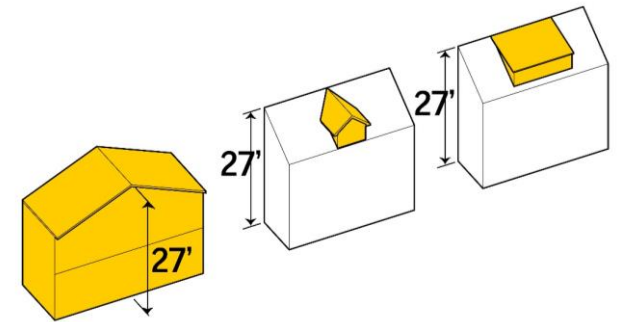


67% > 27'

Building Height

68% over 27' high (62 out of 92)

- 15 of those are only slightly over
- All under 29'





< 27'

> 27'



< 27'

< 27'



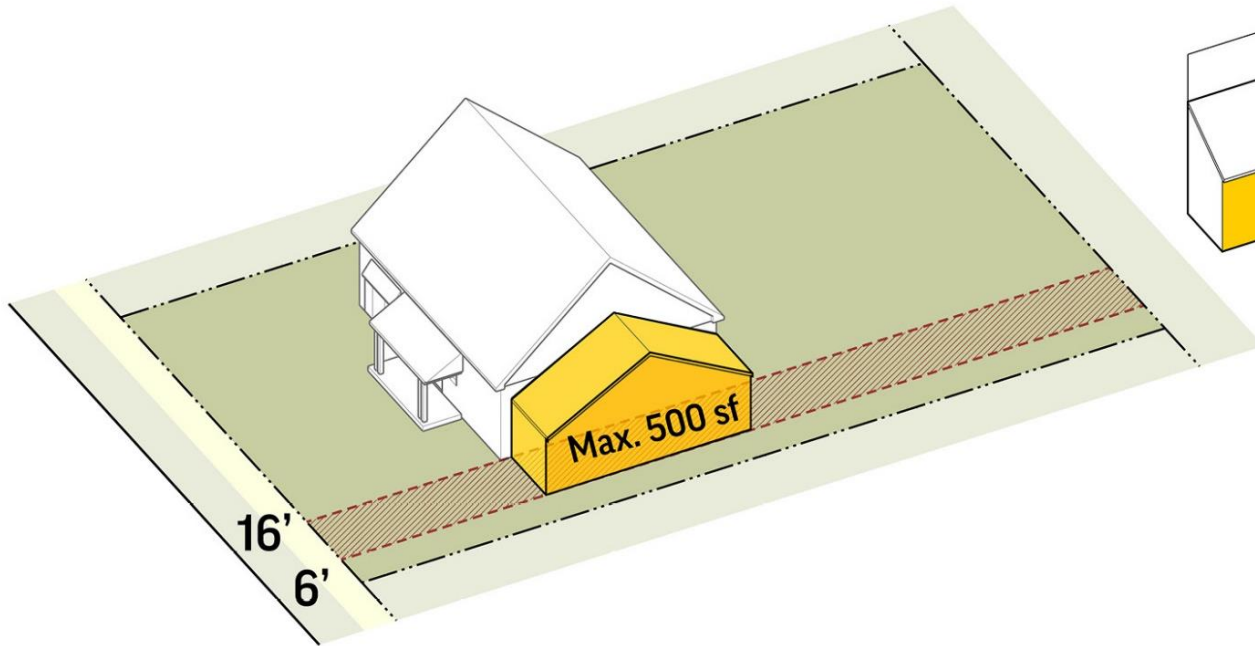




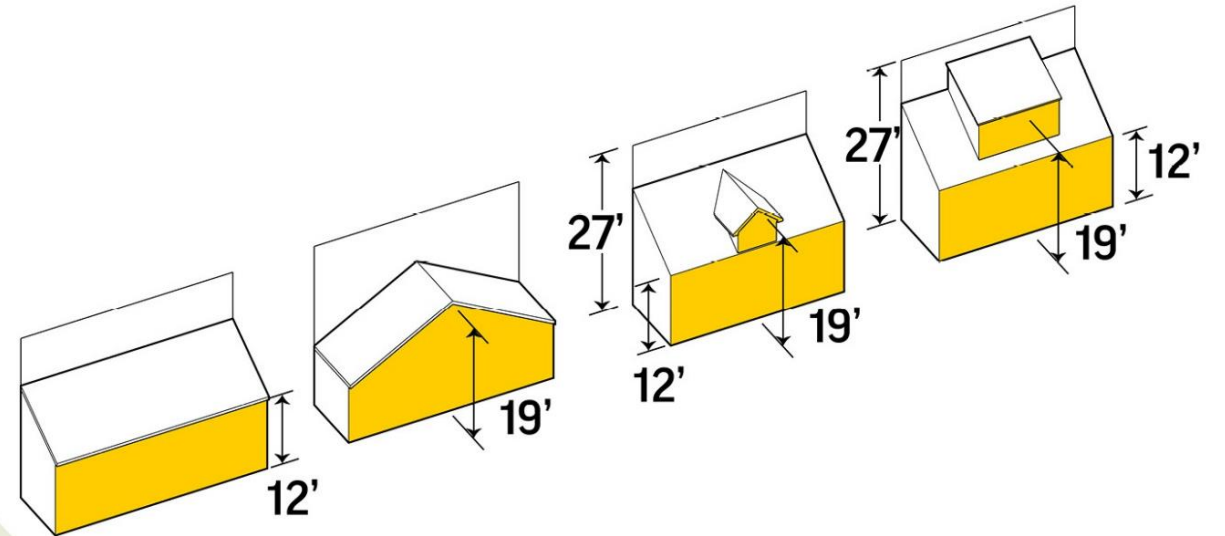
Refined Massing Standards

Reduced Massing Near Side Setback (6' to 16')

- 12' height wall plane
- 19' height roof peak (gable or dormer)
- 500 s.f. total wall area



Options for Varied Massing



 Max. 500 sf

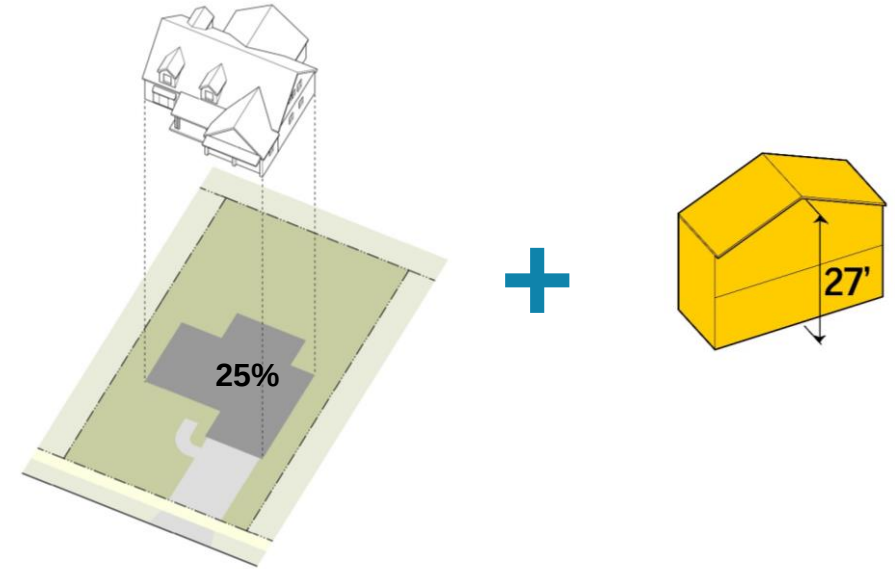
Options / Discussion

Option 1: Simple Size Reduction

- Reduce height from 29' to 27'
- Reduce building coverage from 30% to 25%

Feedback / Further Analysis

- *More full 2-story buildings likely due to constrained footprint*
- *Bulk and lower-pitched roofs likely due to shortened height*
- *More uniformity of the buildable envelop will put pressure on design standards to refine character*

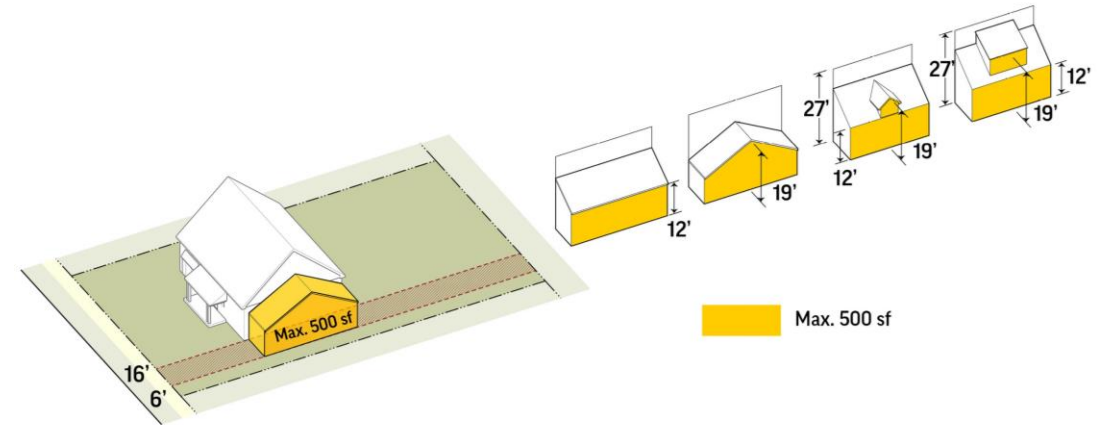


Option 2: Refined Massing Standards (Side)

- Reduce height and massing within 10' of side setback (6' to 16' from side property line)
 - 12' for any wall plane
 - 19' for any gable or dormer under a sloped roof
 - 500 s.f. maximum wall plane
- Reduce height from 29' to 27'
- Leave building coverage at 30%

Feedback / Further Analysis

- *Bulk and lower-pitched roofs likely due to shortened height*
- *Some interior floor plan constraints due to lack of stair wells on outer walls due to massing limits near side setback*

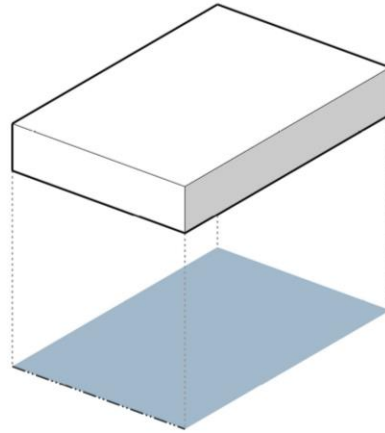


Additional Option(s)

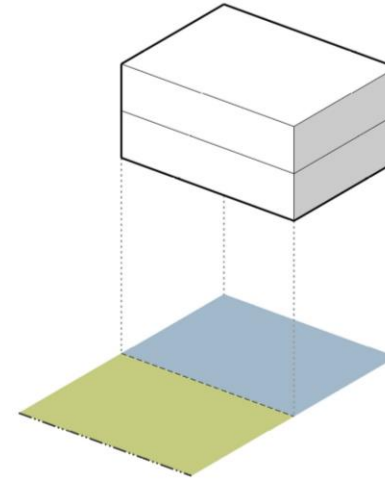
Floor to Area Ratio

$$\begin{array}{rcl} & \text{Lot Area} & \\ \times & \text{Floor to Area Ratio} & \\ \hline = & \text{Permitted Building} & \\ & \text{(Floor) Area} & \end{array}$$

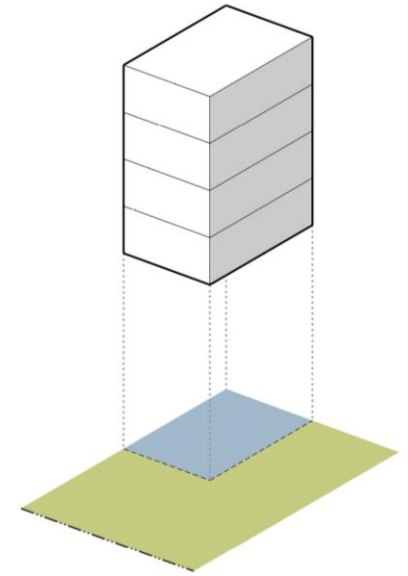
Example: 100% FAR



100% Lot Coverage
1 Story



50% Lot Coverage
2 Stories



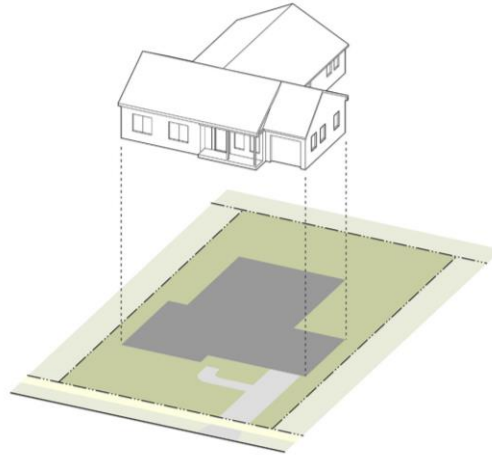
25% Lot Coverage
4 Stories

Additional Option(s)

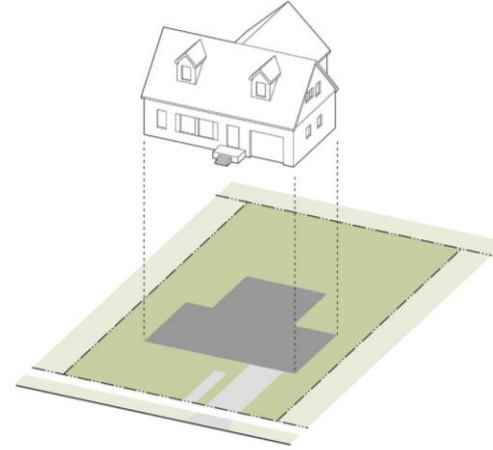
Option 3a: Floor to Area Ratio (FAR)

- 35% FAR for all lots (compared to 30% building coverage)
 - 40% coverage if pure 1-story
 - 23% to 30% coverage if 1.5-story
 - 20% coverage if 2-story
- Retain height at 29' for varied massing and style options (steeper pitched roofs)

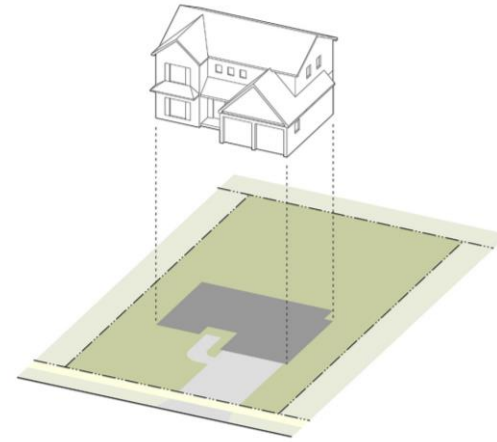
FAR: 40%



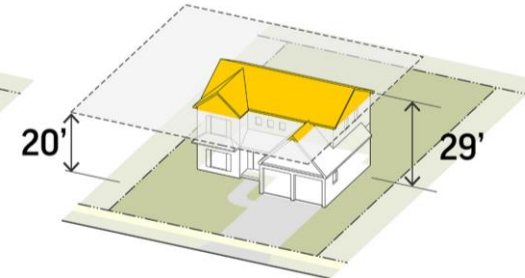
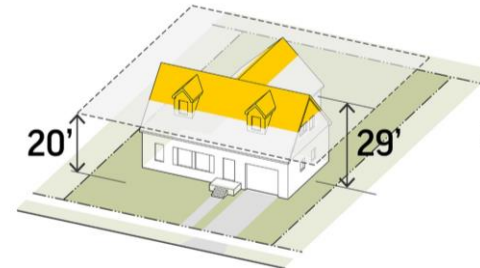
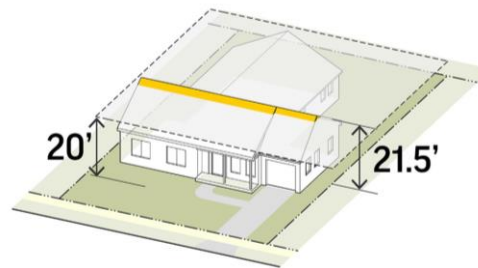
1 – Story
Building Coverage: 40%



1.5 – Story
Building Coverage: 23 - 30%



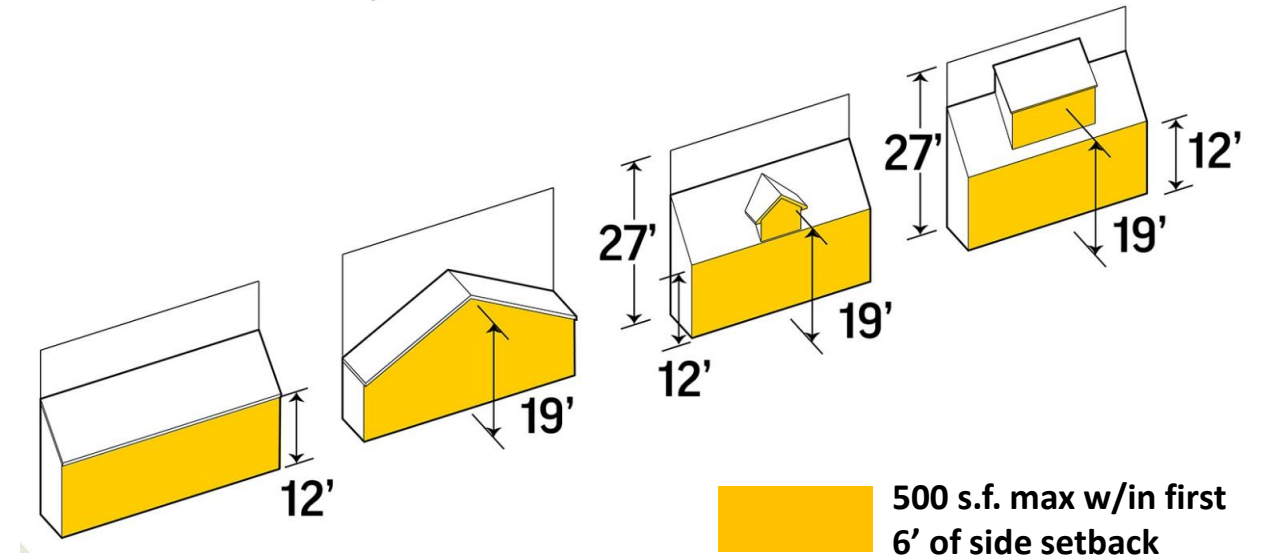
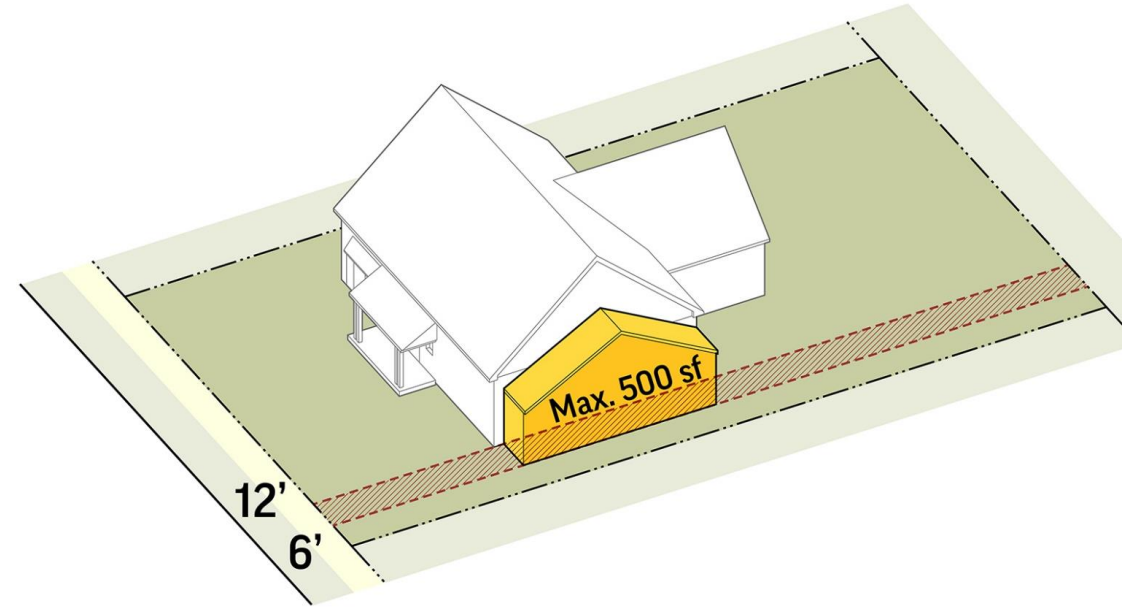
2 – Story
Building Coverage: 20%



Additional Option(s)

Option 3b: Floor to Area Ratio + Refined Massing

- 35% FAR for all lots (compared to 30% building coverage)
- Retain height at 29' for varied massing and style options (steeper pitched roofs)
- Reduce massing to 1.5 story within 6' of side setback (6' to 12' from side lot line)
 - 12' for any wall plane
 - 19' for any gable or dormer under a sloped roof
 - 500 s.f. maximum wall plane



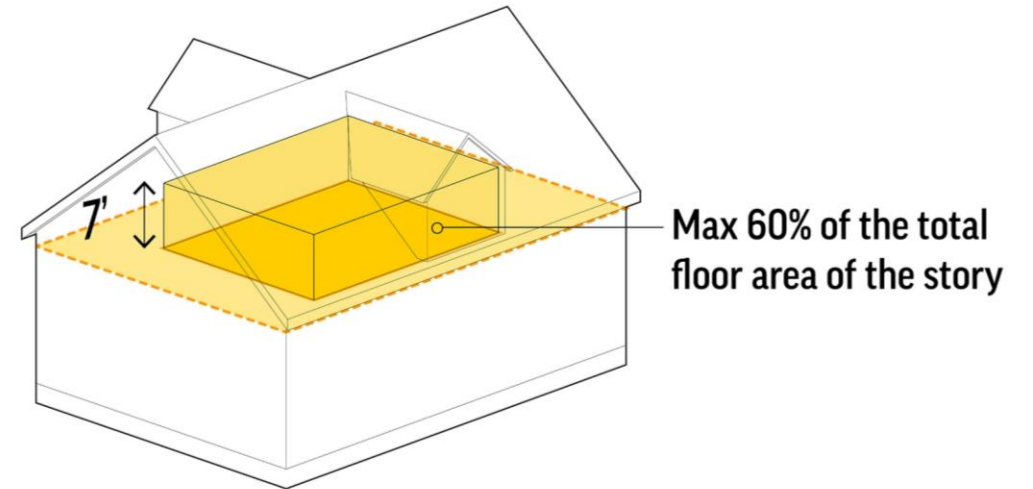
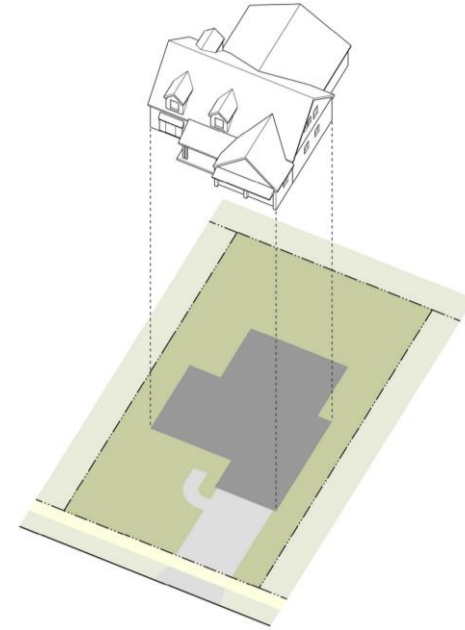
Additional Option(s)

Option 4: 1.5 story limitation

- Keep building coverage at 30%
- Retain height at 29' for varied massing and style options (steeper pitched roofs)
- Limit second level to “half story.”

Design implications on how we define “half story.”

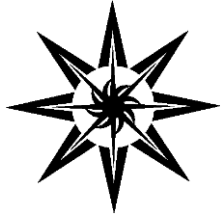
30% of Lot
Current Standard



Neighborhood Design Guidelines

Update Discussion





MAYOR

Council Meeting Date: December 16, 2024

COU2024-65

Consider appointment of Chief of Police

RECOMMENDATION

Mayor Mikkelson requests Council ratification of the appointment of Eric McCullough to serve as Chief of Police for the City of Prairie Village, with an anticipated starting date of January 2, 2025.

MOTION

Move to ratify Mayor Mikkelson's appointment of Eric McCullough as Chief of Police.

BACKGROUND

Major McCullough has been with the police department for 22 years and is currently serving as Deputy Chief of Police. The City looks forward to working with Eric in his new role as our Police Chief.

Mayor Mikkelson has met with Major McCullough to discuss his expectations and goals for the position. Major McCullough has also met with the City Administrator, Wes Jordan, to discuss the same and concurs with the Mayor's recommendation. Mayor Mikkelson has talked with Mayor Dickey from Mission Hills, and he is also in agreement that Major McCullough has demonstrated the qualifications, leadership, and experience to be an excellent Chief of Police for both Prairie Village and Mission Hills.

ATTACHMENTS

Major McCullough's Bio

PREPARED BY

Adam Geffert

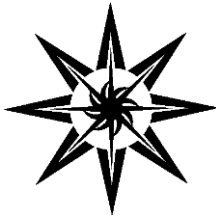
City Clerk

Date: December 11, 2024

Deputy Chief Eric McCullough

Eric McCullough will be the 8th chief of police in the history of the Prairie Village Police Department when he is appointed January 2, 2025. Major McCullough is currently the deputy chief of police and investigations division commander. He holds a bachelor's degree in exercise science and a minor in biology from Truman State University, and a Master of Business Administration in Strategic Management from Baker University. Major McCullough is also a 2018 graduate of the Northwestern University School of Police Staff and Command.

Major McCullough began his career as a Prairie Village police officer in January 2003. He has served as a field training officer, detective, and was promoted to the rank of corporal in 2008 to the patrol division. In 2012, he was transferred to the investigations unit and was the supervisor of the special investigations unit, where he conducted undercover narcotics investigations until being promoted to patrol sergeant in 2015. In 2017, he was transferred to the traffic unit as the traffic unit supervisor. Major McCullough has also been a member of the critical incident response team (CIRT) from 2007 to 2020 and was the team leader from 2018 to 2020. He is currently the commander of the CIRT team and was promoted to captain in 2020, then to deputy chief of police/major in March 2024.



PUBLIC WORKS DEPARTMENT

Council Meeting Date: December 16, 2024

COU2024-66 CONSIDER CONSTRUCTION CONTRACT WITH KANSAS HEAVY CONSTRUCTION, LLC FOR THE DRAIN-23X STORM DRAINAGE REPAIR PROGRAM

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Kansas Heavy Construction, LLC in the amount of \$369,637.50 for the replacements of the storm drainage system as part of the Storm Drainage Repair Program.

BACKGROUND

The construction contract will replace deteriorated storm pipes in two locations along Village Drive between 71st Street and 75th Street. It also includes the construction of a storm sewer extension project along Canterbury Drive between 77th Street and 79th Street to help manage flooding concerns. This project was designed and budgeted through the DRAIN-23X program, but easement negotiations delayed construction of the project. Construction is anticipated to begin late winter of 2025 and be completed in the spring of 2025.

On November 8th, 2024, the City Clerk opened bids for the project. Three bids were received. The low bid as read was 13% over the engineer's estimate. The current bid environment continues to be unique and challenging to estimate storm drainage projects based on several factors, including contractor workload, tight site access, and material availability. Staff has contacted other municipalities, and they are seeing similar issues with the bidding environment. After reviewing the bid costs and project scope items, staff does not believe re-bidding will produce improved bid results.

Bids as read:

Kansas Heavy Construction, LLC	\$369,637.50
Infrastructure Solutions, LLC	\$654,700.00
G-B Construction	\$649,097.00
Engineer's Estimate	\$324,608.00

Staff has reviewed the bids and discussed the scope of work with Kansas Heavy Construction, LLC to ensure it was properly bid and they had a good understanding of the project. This contractor has worked in Prairie Village previously and performed similar work for other municipalities and staff recommends awarding the project as presented.

The contract will be awarded for \$369,637.50. Change order authorization up to \$50,000 from the DRAIN-23X account is part of this approval and will allow for quick approval of possible changes required to complete the project. The Public Works Director will authorize all necessary change orders.

FUNDING SOURCE

Funds are available in the CIP under the Drainage Repair Program DRAIN-23X.

Johnson County Stormwater System Management is participating in the project cost.

DRAIN-23X Project Funding	\$294,637.50
Additional SMP Funds	<u>\$75,000.00</u>
Total Project Funding	\$369,637.50

ATTACHMENTS

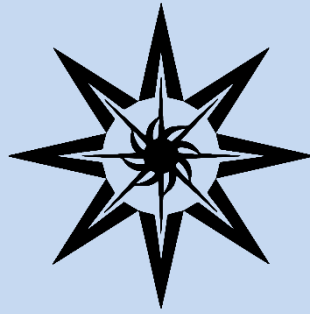
Construction Agreement with Kansas Heavy Construction, LLC

PREPARED BY

Cliff Speegle, Project Manager

December 5, 2024

CONSTRUCTION AGREEMENT



DRAIN23X 2023 DRAINAGE REPAIR PROGRAM

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

KANSAS HEAVY CONSTRUCTION, LLC

CONSTRUCTION CONTRACT
FOR
DRAIN23X 2023 DRAINAGE REPAIR PROGRAM

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
KANSAS HEAVY CONSTRUCTION, LLC

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and Kansas Heavy Construction, LLC, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 2023 DRAINAGE REPAIR PROGRAM , (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1.2 Whenever any word or expression defined herein, or pronoun used instead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning commonly given. Work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such, recognized standards.
- 1.3 Whenever in these Contract Documents the words “as ordered,” “as directed,” “as required”, “as permitted”, “as allowed”, or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the Project Manager is intended.
- 1.4 Whenever any statement is made in the Contract Documents containing the expression “it is understood and agreed”, or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
- 1.5 The words “approved”, “reasonable”, “suitable”, “acceptable”, “properly”, “satisfactorily”, or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Project Manager.
- 1.6 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and, third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.7 All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.
- 3.2 All time limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified

- act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 3.5 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission, which the Contractor may discover, or should have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.
- 3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.
- 3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.
- 3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.
- 3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.
- 3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Project Manager before proceeding with the construction affected by such omissions or discrepancies.
- 3.11 It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.
- 3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the Work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of Work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.
- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only

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

- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.
- 3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of Three Hundred Sixty Nine Thousand Six Hundred and Thirty Seven and 50/100 DOLLARS (\$369,637.50) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

- 5.1 The Contractor shall provide and maintain, continually on the site of Work during its progress, an adequate and competent superintendent of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized superintendent or other representative. This representative shall be designated in writing at the preconstruction meeting.
- 5.2 The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of the obligation to have a competent superintendent on the Work at all times.
- 5.3 The City shall have the right to approve the person who will be the Superintendent based on skill, knowledge, experience and work performance. The City shall also have the right to request replacement of any superintendent.
- 5.4 The duly authorized representative shall be official liaison between the City and the Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and Work status inquiries. Upon Work commencement, the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.
- 5.5 The Contractor will be required to contact the Project Manager daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Project Manager's representative is able to monitor properly the Work.

6. PROJECT MANAGER

- 6.1 It is mutually agreed by and between the parties to this Agreement that the Project Manager shall act as the representative of the City and shall observe and inspect, as required, the Work included herein.
- 6.2 In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Agreement that the Project Manager shall, in good faith and to the best of its ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that the Project Manager shall determine, where applicable, questions in relation to said Work and the construction thereof; that Project Manager shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Project Manager's decisions and findings shall be the conditions precedent to the rights of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Project Manager render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Project Manager and with the other party, within thirty (30) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question to determination in the future.
- 6.3 The Project Manager, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in this Contract. The Project Manager shall be the City's representative from the effective date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Contract. The City and Project Manager may, from time to time, designate Inspectors to perform such functions.
- 6.4 The City and the Contractor shall communicate with each other in the first instance through the Project Manager.
- 6.5 The Project Manager shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Project Manager shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities

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

- 6.7 The Project Manager may refuse to recommend the whole or any part of any payment if, in Project Manager's opinion, it would be incorrect to make such representations to City. Project Manager may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Project Manager's opinion to protect the City from loss because:
- The Work is defective, or completed Work has been damaged requiring correction or replacement,
 - The Contract Price has been reduced by Written Amendment or Change Order,
 - The City has been required to correct Defective Work or complete Work in accordance with the Project Manual.
- 6.8 The City may refuse to make payment of the full amount recommended by the Project Manager because claims have been made against City on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice (with a copy to Project Manager) stating the reasons for such action.
- 6.9 The Project Manager will have the authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 6.10 The Project Manager will review, or take other appropriate action as necessary, concerning the Contractor's submittals, including Shop Drawings, Product Data and Samples. Such review, or other action, shall be for the sole purpose of determining general conformance with the design concept and information given through the Project Manual.
- 6.11 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 6.12 The Project Manager, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Project Manager will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.
- 6.13 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

- 6.14 The Project Manager will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.
- 6.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.
- 6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.
- 6.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.
- 6.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.
- 6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

7. WORK SCHEDULE:

- 7.1 The Work is comprised of one large project (sometimes referred to as "**Total Project Work**") and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as "**Project Segments**." A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.
- 7.2 At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a schedule ("**Work Schedule**") setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.
- 7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action.

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

- 7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.
- 7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.
- 7.6 If at any time, in the opinion of the Project Manager or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.
- 7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.
- 7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima Facie Violation of City Municipal Code 11-202.
- 7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.
- 7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.
- 7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Project Manager. The Contractor shall communicate immediately any changes in the Work Schedule to the Project Manager for approval by the City.

8. DELAYS AND EXTENSIONS OF TIME

- 8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.
- 8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would

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

9. ADVERSE WEATHER:

- 9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.
- 9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.
- 9.3 “**Adverse Weather**” is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday.
- 9.4 “**Unusually Severe Weather**” is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.
- 9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:
- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
 - The Unusually Severe Weather actually caused a delay to the completion of the Work.
 - The delay must be beyond the control and without fault or negligence by the Contractor.
- 9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor's Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

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

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

- 9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.
- 9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be

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

- 9.9 If the number of actual Adverse Weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.
- 9.10 The determination that Unusually Severe Weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the Unusually Severe Weather delayed work activities on the critical path of the Work Schedule.
- 9.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual Adverse Weather delays in a given month is less than the number of days anticipated as indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.
- 9.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the date of Substantial Completion shall not be changed because of unusually favorable weather.
- 9.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.
- 9.14 The Contractor shall summarize and report all actual Adverse Weather delay days for each month to the Project Manager by the tenth (10th) day of the following month. A narrative indicating the impact of Adverse Weather conditions on the Work Schedule shall be included.
- 9.15 Any claim for extension of time due to Unusually Severe Weather shall be submitted to the Project Manager within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures described above.
- 9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)
- 9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

10. LIQUIDATED DAMAGES

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

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

11. PAYMENT PROCEDURE

- 11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.
- 11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.
- 11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.
- 11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.
- 11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the

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

- 11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.
- 11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.
- 11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:
- Defective Work not remedied by the Contractor;
 - Claims of third parties against the City or the City's property;
 - Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
 - Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
 - Evidence that the Work will not be completed in the time required for substantial or final completion;
 - Persistent failure to carry out the Work in accordance with the Contract;
 - Damage to the City or a third party to whom the City is, or may be, liable;
 - Evidence that the Work is not progressing according to agreed upon schedule by both parties.
- 11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.
- 11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

12. COMPLETION AND FINAL PAYMENT

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

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

- 12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.
- 12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.
- 12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

13. CLAIMS BY THE CONTRACTOR

- 13.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.
- 13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give

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

- 13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).
- 13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.
- 13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control including delays resulting from the COVID-19 pandemic or any similar event, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.
- 13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense,

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

- 13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers, normal weather conditions, the COVID-19 pandemic or any similar event, or otherwise provided, however, such hindrances and delays could be anticipated by Contractor at the time of execution. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.
- 13.12 Notwithstanding the foregoing or anything in the Contract to the contrary, Contractor acknowledges and agrees that the work, and the performance thereof, may be subject to current and future governmental orders or directives regarding safety protocols related COVID-19 or similar event, and Contractor agrees that all Work shall be performed in accordance with the same, including but not limited to directives regarding social distancing, hygiene and other efforts to slow the spread of COVID-19 or similar event. Failure of Contractor to comply with such order or directive shall be deemed an event of default under this Contract, and City shall not be responsible for any increase in the Contract Sum or the Contract Time related to City's enforcement of such orders or directives, or Contractor's failure to comply with such orders or directives. If Work on the Critical Path is delayed due to COVID-19 or similar event reasons outside the control of the contractor, an equitable adjustment in the Contract Sum and/or the Contract Time shall be made to the Contract as the City may reasonably decide.
- 13.13 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas.

14. CHANGES IN THE WORK

- 14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.
- 14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order,

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

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

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

15. INSURANCE AND BONDS.

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

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

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

- A. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
- B. NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

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

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

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

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

Limits -

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

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

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

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

Is authorized to do business in the State of Kansas;
Carries a Best's policy holder rating of A- or better; and
Carries at least a Class VIII financial rating, **or**
Is a company mutually agreed upon by the City and Contractor.

- 15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:
- A. Cover all subcontractor's in its insurance policies, or
 - B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.
- Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.
- 15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.
- 15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.
- 15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.
- 15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

16. INDEMNITY

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

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

- 16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.
- 16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.
- 16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.
- 16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

17. SUCCESSORS AND ASSIGNS

- 17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

- 17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

18. NON-DISCRIMINATION LAWS

- 18.1 The Contractor agrees that:
- A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
 - B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
 - C. The Contractor further agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of sexual orientation or gender identity. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.
 - D. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it

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

- E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
 - F. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
 - G. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- 18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

19. FEDERAL LOBBYING ACTIVITIES

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

- 19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.
- 19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.
- 19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

20. RELATIONS WITH OTHER CONTRACTORS:

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

- 20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.
- 20.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.
- 20.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.
- 20.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

21. RIGHT OF CITY TO TERMINATE

- 21.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Project Manager or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein. Any termination of the Agreement for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.
- 21.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs other than direct costs of demobilization.

22. MISCELLANEOUS:

- 22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.
- 22.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.
- 22.3 Provision for Emergencies. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the City may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency Work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.
- 22.4 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.
- 22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.
- 22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages,

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

- 22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.
- 22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act

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

- 22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

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

CITY OF PRAIRIE VILLAGE_____
(typed company name)By: _____
(signed)By: _____
(signed)Eric Mikkelson_____
(typed name)Mayor_____
(typed title)City of Prairie Village_____
(typed company name)7700 Mission Road_____
(typed address)Prairie Village, Kansas 66208_____
(typed city, state, zip)

(typed telephone number)_____
(date of execution)_____
(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Adam Geffert_____
City Attorney, Alex Aggen

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

MAYOR'S ANNOUNCEMENTS
Monday, December 16, 2024

Christmas Eve – City office close at noon	12/24/2024	
Christmas Day – City offices closed	12/25/2024	
New Year's Day – City offices closed	01/01/2025	
City Council	01/06/2025	6:00 p.m.
Board of Zoning Appeals	01/07/2025	6:30 p.m.
Planning Commission	01/07/2025	7:00 p.m.

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INFORMATIONAL ITEMS
December 16, 2024

1. Diversity Committee meeting minutes – November 12, 2024
2. Board of Zoning Appeals meeting minutes – November 12, 2024
3. Planning Commission meeting minutes – November 12, 2024

Prairie Village Diversity Committee Agenda

November 12, 2024

4:00 p.m.

Prairie Village City Hall – Multi-Purpose Room

- **Call to Order** – Chi
- **Attendance** – Dennis, Hazel, Dr. George, Karen, Rachael, Tim, Capt. Washington
- **Approval of Agenda** – Hazel with motion, all approved
- **Land Acknowledgment** – Chi provided presentation of acknowledgement/statement
- **Opening Remarks/Welcome** – Chi
- **Approval of Meeting Minutes** (10/8/24) – Hazel with motion, all approved
- **Presentations** – None
- **Public Participation** – Leon
 - Suggested that application process includes confirmation that potential members:
 - Can attend the selected meeting time for most instances
 - Can you explain “redlining”
 - Show that they have diversity in their own lives, e.g. sources of news hearing all sides etc. to ensure the group is able to connect with the full variety of people/viewpoints we need to
- **Committee Discussion Topics(s)**
 - Capt Washington – advisory board hasn’t meet in a while but hasn’t needed to
- **Project/Event Updates**
 - **Oct Town Hall: Voting Rights** – Hazel
 - Slightly lower than usual attendance (conflicted with Royals game the same evening)
 - Overall went well
 - Interpretive Panel - Agreed to hold off on presenting until 12/2 meeting
- **New Business**
 - New committee member applications
 - Only one so far (2 spots open, as of now)
 - ACTIONS:
 - Committee support outreach and sharing with potential members
 - Post on social media
 - Chi to email event brite attendee list(s)
 - Chi to ask/suggest that each council member help share that committee application window is open (all committees)
 - Possible to target people who’ve moved here with communications & event info?
 - Potential details for a card with QR code/other communications to have on hand (Rachael draft something or a few options, basic details for people who are interested, one for higher level more just awareness and a CTA to get more info)
 - Day of the week/time
 - Term
 - Description
 - Quarterly events
 - Let us know if you’re interested (coffee, can reach out ahead of Nov)
 - Sign up for PV emails / follow socials (those include events & committee app period)
 - Avoid city logo to have less restrictions/sign off

Prairie Village Diversity Committee Agenda

November 12, 2024

4:00 p.m.

Prairie Village City Hall – Multi-Purpose Room

- Future: Consider how we could advocate for new members throughout the year at events we hold (applications can remain open on schedule 11/1-12/31, this would just be a focus to spread awareness of the committee and build a pool of potential people to reach out to closer to 11/1
 - Set a reminder for group to engage and act on this earlier in the year, 2-3 months ahead of Nov
- **Old Business**
 - 2024 recap & 2025 planning
 - Charter discussion – held for next meeting
- **Looking Ahead 2024**
 - Committee Meeting – December 10, 2024
- **Adjournment** – Chi with motion, all approved

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
MINUTES
TUESDAY, NOVEMBER 12, 2024**

ROLL CALL

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, November 12, 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, Greg Wolf, Melissa Brown, Melissa Temple and Jeffrey Valentino.

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

APPROVAL OF MINUTES

Mr. Breneman moved for the approval of the minutes of the October 1, 2024, Board of Zoning Appeals meeting as presented. Mr. Wolf seconded the motion, which passed unanimously.

PUBLIC HEARINGS

BZA2024-07 Variance to increase permitted building coverage from 30% to 31%
 3921 W. 63rd Street
 Zoning: R-1A
 Applicant: Consolidated Fire District #2

Mr. Brewster stated that the applicant was requesting a variance for building coverage standards from 30% to 31%. The application is for the expansion of the existing fire station for Consolidated Fire District No. 2 and is associated with related requests for site plan approval for the expansion of the building and a modification of the platted 35' front building line, which require Planning Commission approval.

The property is zoned R-1A and is used as a fire station, which is a permitted use in the district. The property is a combination of a platted lot and a metes and bounds portion of another lot in the Indian Fields subdivision, platted in 1952. The lot is situated within a larger 17-acre campus that includes Indian Hills Middle School and shared parking areas and athletic fields. Although the station and existing building are set back from the corner of 63rd Street and Mission Road to the east, a portion of the lawn area is part of the school's lot and is not the fire district parcel (the proposed addition is to the east of the

building in this area). All property in the vicinity is zoned residential: R-1B in Prairie Village north of 63rd Street; R-1 in Mission Hills east of Mission Road; and R-1A in Prairie Village for this property and all property to the west and south.

Mr. Brewster said that the existing building was approximately 13,180 square feet (24.5% of property), and the addition of 3,500 square feet would bring the total to 16,680 (approximately 31% of the property). The addition is to support expanded operations at the facility (administration, conference room, upgraded mechanical / electrical systems).

The current building edge is 42.2' from the east property line and the proposed addition will extend into this area and be 14.58' from the east property line, with a second smaller portion expanded on the west and internal to the site. The proposed application meets all other zoning standards. The existing building is 30' from the front property line, meeting the required zoning setback. However, the property also has a 35' platted building line which the existing building and proposed addition does not meet.

Mr. Brewster noted that modifications to a platted building line required approval by the planning commission, which would be considered in coordination with the site plan review for the building. He added that Section 19.54.030 of the City's zoning regulations requires the board to find that all five of the following conditions are met in order to grant a variance. If the board finds that any one of the conditions is not met, a variance should not be granted:

A. 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.

The property is approximately 165' deep (from 63rd Street) and 350 feet wide (along 63rd Street). It is situated entirely within a larger 17-acre campus that includes a middle school. There are large lawn areas on the campus, including directly to the east between this building and Mission Road, where the expansion is proposed. Although this is not part of the applicant's property, it does impact how the building is viewed within its setting, and the building otherwise meets all required zoning setbacks. The property also includes shared parking and access for the fire district, school, and athletic fields on the west side.

B. Adjacent Property

That the granting of the permit for the variance would not adversely affect the rights of adjacent property owners or residents.

Although all the surrounding property is zoned residential, the property immediately across the street is also a civic use (church), the property to the west and south is part of the school district campus, and the property to the east is the large lawn area of the school property (immediate southwest corner of 63rd and Mission Road). The nearest residential

properties are at the northwest corner and southeast corners of 63rd and Mission Road and are 150' and 200' from the proposed addition, respectively.

C. 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.

The property is a combination of lots and tracts originally platted in 1952. Due to the shared use of the overall site, the addition is most practical on the east side of the building. This location is also the most practical based on internal operations of the facility. These circumstances present fewer options for the applicant to expand with current outside conditions.

D. Public Interest

That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.

The proposed addition is to expand operations and allow better utilization of an existing fire station. The station provides 24 hour emergency services to the surrounding areas, and serves administrative functions for a broader area. Additionally, with respect to building and development standards, the application will meet all standards other than the increase in building coverage.

E. 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.

The building coverage standard is intended to regulate the scale and mass of residential buildings in relation to lots. Although the standard also applies to civic or other non-residential buildings for the same intent, it can sometimes lead to unintended results. In this case, the minimal degree of the variance (only slightly above the required 30%) and the proposed addition and existing building setting within a larger campus result in significant open areas.

Mr. Brewster said that if the board finds that all five conditions can be met as required by state statutes and Section 19.54.030 of the City's zoning regulations, then it may grant the variance. If the board does 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.
2. The variance be conditioned upon the coordinate approval of the site plan; should the site plan not be approved by the Planning Commission for any reason, this

variance shall not apply or shall require separate review with any amendments or additions to the site plan.

3. The variance, if approved, shall be recorded with the County Register of Deeds within one year of approval.

Mr. Valentino asked if fire stations were typically located in residential zones. Mr. Brewster said that civic uses, such as fire stations, schools, and churches, were commonly located in residential areas in Prairie Village.

Lindsay Tatro with SFS Architecture, 2100 Central Suite, Suite 31, Kansas City, MO, was present to speak about the application. She noted the addition would include more office and meeting space as well as expanded living and fitness areas.

Mr. Birkel opened the public hearing at 6:40 p.m. With no one else present to speak, Mr. Birkel closed the public hearing at 6:41 p.m.

Mr. Wolf made a motion to approve the variance with the conditions recommended by staff. Mr. Breneman seconded the motion, which passed unanimously.

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
NOVEMBER 12, 2024**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, November 12 at 7:00 p.m. in the Council Chambers at 7700 Mission Road. Chair Greg Wolf called the meeting to order at 7:00 p.m. with the following members present: Jonathan Birkel, James Breneman, James Kersten, Melissa Brown, Melissa Temple, and Jeffrey Valentino.

The following individuals were present in their advisory capacity to the 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. Breneman made a motion to approve the minutes of the October 1, 2024, regular Planning Commission meeting. Mr. Valentino seconded the motion, which passed unanimously.

OLD BUSINESS

None.

PUBLIC HEARINGS

None.

NON-PUBLIC HEARINGS

PC-24-12	Site plan review for building addition 3921 W. 63 rd Street Zoning: R-1A Applicant: Consolidated Fire District #2
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Mr. Brewster said that the applicant was proposing to construct an approximately 3,500 square foot addition to an existing fire station, for expanded administrative, meeting, and mechanical/electrical functions. The property sits near the corner of 63rd Street and Mission Road, and is separated from the corner by a lawn area of the school campus that

has no buildings or structures. The project includes a larger addition on the east side, and a smaller addition on the west side that extend the building internal to the site.

The property is zoned R-1A and is used as a fire station, which is a permitted use in the district, and is a combination of a platted lot and a metes and bounds portion of another lot in the Indian Fields subdivision, platted in 1952. The lot is situated within a larger 17-acre campus that includes the Indian Hills Middle School and shared parking areas and athletic fields. All property in the vicinity is zoned residential: R-1B in Prairie Village north of 63rd Street; R-1 in Mission Hills east of Mission Road; and R-1A in Prairie Village for this property and all property to the west and south.

Mr. Brewster noted that significant additions to non-residential buildings in the R-1A zoning district required site plan review by the planning commission, and that the application had two related proposals:

- A modification to the platted building line. The existing building and proposed building are 30' from the front property line, meeting the required zoning setback. However, this property also has a 35' platted building line. Modifications to a platted building line require approval by the planning commission, so that issue is coordinated with the site plan review for the building, which the planning commission also must approve.
- A variance request to allow the total maximum building coverage of 30%, which requires approval by the board of zoning appeals (approximately 31% was requested through a separate application, BZA2024-07). The first of these related proposals is addressed within the review and criteria of the site plan.

The following are the site plan review criteria, supplemented with criteria for the building line modification where applicable:

A. Generally.

- 1. The plan meets all applicable standards.**
- 2. The plan implements any specific principles or policies of the comprehensive plan that are applicable to the area or specific project.**
- 3. The plan does not present any other apparent risks to the public health, safety, or welfare of the community.**

This property is zoned R-1A, in which institutional uses such as fire stations are allowed. Typical residential development standards apply to civic uses in residential districts, including setbacks, building heights, and lot coverages. The impervious coverage standard (40%) does not apply to permitted non-residential uses and the neighborhood design standards also do not apply. The application meets all zoning development standards except the 30% lot coverage.

The Prairie Village subdivision regulations also require that all buildings meet any additional platted building lines, and the stricter between the platted building line and the

required zoning setback apply. This lot has a 35' platted building line along 63rd Street. Both the existing building and portions of the proposed building are located at 30', rather than the platted line of 35'.

Mr. Brewster said that Section 18.18.010 of the City's zoning regulations allows the planning commission to approve modifications to a platted building line when the following conditions are met:

- There are special circumstances or conditions affecting the property.
- The building line modification is necessary for reasonable and acceptable development.
- The granting of the building lines will not be detrimental to the public welfare or injurious to or adversely affect adjacent property or other property in the vicinity.

Platted building lines can be used to establish a uniform frontage amount multiple buildings along a block, and therefore can be different from zoning setbacks - particularly in neighborhoods with a distinct character of larger lots or more open areas. In this case, there are no other buildings along this block face, the proposed use is an institutional use, the opposite street side is also an institutional use, and the existing building is situated at the same location as the proposed additions. As a result, staff recommends the proposed modifications as they are consistent with the criteria required for a modification.

B. Site Design and Engineering.

1. The plan provides safe and easy access and internal circulation considering the site, the block and other surrounding connections, and appropriately balances vehicle and pedestrian needs.
2. The plan provides or has existing capacity for utilities to serve the proposed development.
3. The plan provides adequate stormwater runoff.
4. The plan provides proper grading considering the prevailing grades and the relationship of adjacent uses.

There are no proposed changes to access to the site, and the building currently uses a shared access and parking area to the east for the school, athletic fields, and the fire station. Emergency vehicles use a direct driveway on 63rd Street, which is not changing.

Mr. Brewster stated that the application does propose up to 65% impervious coverage counting the existing building, existing or modified paved areas (sidewalks, drives, parking), and the building addition, which is greater than the 40% limit required for residential uses in R-1A. However, this does not apply to allowed non-residential uses. The site is also situated within a larger campus setting with substation open space and lawn areas.

The applicant has submitted a request for waiver letter documenting the stormwater conditions which will be reviewed by public works. Although there are no specific and

applicable impervious coverage requirements, all site plan applications must receive approval from public works for conformance to permitting and performance criteria.

C. Building Design.

- 1. The location, orientation, scale, and massing of the building creates appropriate relationships to the streetscape and to adjacent properties.**
- 2. The selection and application of materials will promote proper maintenance and quality appearances over time.**
- 3. The architectural design reflects a consistent theme and design approach. Specifically, the scale, proportion, forms and features, and selection and allocation of materials reflect a coordinated, unified whole.**
- 4. The building reinforces the character of the area and reflects a compatible architectural relationship to adjacent buildings. Specifically, the scale, proportion, forms and features, and materials of adjacent buildings inform choices on the proposed building.**

As an addition to an existing building, all proposed additions comply with the building design criteria. The addition and orientation maintain the same or similar relationships and proportions to adjacent properties and the streetscape. All elevations include windows, doors and architectural details similar to the existing building. The primary material is a beige facing brick, and the doors and windows are aluminum or steel framed storefronts, and there are metal and steel accents. There is no particular prevailing character of architecture in the vicinity; however, the additions are in proportion with the current building and the scale of adjacent buildings, and the design of the additions are consistent with the existing building.

D. Landscape Design.

- 1. The plan creates an attractive aesthetic environment and improves relationships to the streetscape and adjacent properties.**
- 2. The plan enhances the environmental and ecological functions of unbuilt portions of the site.**
- 3. The plan reduces the exposure and adverse impact of more intense activities or components of the site or building.**

Mr. Brewster said that the applicant proposed a landscape plan that complies with all ordinance requirements. Specifically:

- One street tree per 40' (9 required / 9 proposed). Due to the nature of this particular use, maintenance of emergency access, and the prevailing characteristics of other portions of the streetscape on the block, the applicant has located the trees on the west portion of the site.

Alternative locations based on prioritization are allowed and comply with the ordinance.

- Removal and replacement of two existing trees. These are lower priority trees according to the city tree protection standards (due to size and location) and a one for one replacement complies with the ordinance.

Mr. Brewster said that staff recommended approval of the site plan for expansion of a fire station at 3921 W. 63rd Street subject to the following conditions :

1. The board of zoning appeals approves a variance for building coverage as proposed in the plans and reviewed according to a separate application.
2. The planning commission concurs that the application meets criteria for a building line modification, and that approval is incorporated into this site plan. If the planning commission finds the criteria have been met, it shall adopt a separate resolution approving the building line modification that must be recorded with the register of deeds prior to obtaining a building permit.
3. Public works reviews and approves all required permits regarding stormwater through the design, construction, and permitting process.

Lindsay Tatro with SFS Architecture, 2100 Central Suite, Suite 31, Kansas City, MO, was present to speak about the application.

Mr. Valentino made a motion to approve the application with the conditions listed by staff. The motion was seconded by Mr. Breneman and passed unanimously.

PC-24-10 Building line modification
 4616 W. 70th Terrace
 Zoning: R-1B
 Applicant: Karen Calomino and Joe Bussey

Mr. Brewster stated that the applicant was requesting a building line modification to extend an existing garage forward 8' which would extend 4' beyond the current front of the house. This location would still comply with the required zoning setback of 30' (forward most part of the garage at 31'), but would extend the building beyond a 35' platted building line. In cases where platted building lines differ from zoning setbacks, the stricter of the standards apply. However, the subdivision regulations allow the planning commission to modify platted building lines under specific criteria.

The lot is located mid-block on the north side of 70th Terrace, between Roe Avenue and Tomahawk Road. All lots on the north side of the street orient to 70th Terrace; however, lots on the opposite side have a side orientation to 70th Terrace due to the intersections of Roe Avenue, Granada Lane, and Granada Road opposite of this lot.

Mr. Brewster said that the proposal would both widen and extend a small single-car garage to allow tandem parking for two vehicles. The addition to the garage would extend to the side and 8' out on the current concrete drive and project in front of the main portion of the building by 4'. There is a covered front porch that extends approximately 7' from the front of the house, which is also over the front building line. It will remain 3' in front of

the proposed garage extension. The expansion includes roof reorientation that adds a third gable and flat eave line along the frontage of the building, complementing the two existing gables on the right side of the elevation.

70th Street is curved between Tomahawk Road and Roe Avenue. Although all homes have a generally consistent orientation to the street, the curve results in houses appearing differently along the length of the streetscape. Additionally, according to AIMS data, several homes (particularly to the west) do not maintain the 35' building line. However, all are placed between 28' and 35' and are generally consistent with the existing and proposed plan on the subject lot.

The proposed addition meets all zoning requirements and complies with the neighborhood design guidelines; although it is changing from a recessed garage to a slightly projecting garage, it is within the limits of the neighborhood design standards, but is also maintaining the single-entry which is substantially under the allowed garage frontage otherwise allowed by the design standards. So, this plan is better meeting the intent of the design standards than many other configurations and massing of garages that would be permitted.

Mr. Brewster said that Section 18.18.010.D of the subdivision regulations provide the criteria for the planning commission to consider for building line modifications:

1. That there are special circumstances or conditions affecting the property.

The lot is a mid-block lot on a curved street, and all lots maintain a generally consistent relationship to the street. However, due to the curve there is no set alignment of facades along the streetscape as each bears a slightly different orientation due to the curve. Additionally, many structures appear to be built over the 35' build line according to AIMS data, and at least have a similar placement as to what is proposed for the garage (particularly to the west). Lots located on the opposite side of the street have a side orientation and do not have a consistent front building line.

2. The building line modification is necessary for reasonable and acceptable development of the property in question.

The proposal is associated with an expansion of a small single-car garage. The expansion will accommodate tandem parking for two cars, while maintaining the single-car entry, which meets a design objective of the neighborhood design standards to minimize prominent front garages. Although it will project in front of the main house by 4' (allowed within the design standards), the retention of the single-entry and the front porch that projects 7' beyond the house and 3' beyond the proposed garage entry help ensure the garage is understated.

3. That the granting of the building line modification will not be detrimental to the public welfare or injurious to or adversely affect adjacent property or other property in the vicinity in which the particular property is situated.

Platted building lines often establish a consistent building line different from the zoning. In this case, the building line is not substantially different from the zoning requirement, and situations on adjacent lots do not necessarily establish a distinctly different building line. Additionally, the proposal will comply with all other development standards, and meet the specific standards and design objectives of the neighborhood design standards.

Mr. Brewster said staff recommended approval of the building line modification without any additional conditions.

Property owners and residents Karen Calomino and Joe Bussey were present to discuss the application.

Ms. Brown stated that she felt the proposed renovation was a charming way to update an existing Prairie Village home.

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

PC-24-11 Site plan exception for raised foundation
7051 Linden Street
Zoning: R-1B
Applicant: Caleb George

Mr. Brewster stated that the applicant was requesting an exception to the building foundation height requirement of the neighborhood design standards and to build a new structure with a top of foundation that is approximately 5" higher than permitted. Specifically, it would be 17" above the top of foundation of the previous house where only an increase of 12" is permitted.

The property is zoned R-1B and is situated mid-block on Linden Street between 70th Terrace and 71st Street. The lot is 65' wide and is similar to most lots on the block (between 60' and 70' wide, except corner lots). The lot is relatively flat with elevations between 954' and 957', and the lowest portions are in the rear while the side-to-side grades are generally the same. The applicant intends to tear down an existing home and replacing it with a new home. The previous home top of foundation was 958.3'. The original approved plans had a top of foundation of 959.3' which complied with the ordinance and produced an acceptable relationship for proper grading and drainage. However, the actual poured foundation is 5" higher than what was approved.

According to the applicant's certified survey plot plan (amended by a surveyor letter dated September 9, 2024), the new home will be 15' from the nearest structure on the north, which has a finished floor elevation of 961.7' (compared to 960.7' of the subject house with the proposed exception) and 12' from the nearest structure on the south, which has a finished floor elevation of 958.0' (compared to the 960.7' of the subject house with the

proposed exception). In each case the elements of the building closest to the lot line are single-story, with the upper story stepped back between 4' and 6' from the setback/building line along the side elevations (approximately 8' to 10' from grade). The total height of the building is 27.83' - slightly under the allowed height limit of 29' in R-1B.

Mr. Brewster stated that Section 19.08.025(e) of the zoning regulations has three corresponding requirements:

- New residential structures shall have a top of foundation between 6" and 24" above the finished grade along the front facade. The proposed application, even with the modified plans, complies with this requirement as it is between 6" and 21" above finished grade at all locations along the frontage.
- No new structure may be built with a top of foundation more than 12" higher than the top of foundation of a previously existing home. The proposed application does not meet this requirement due to a field error, and the applicant is requesting an exception.
- No portion along any area of the foundation shall be exposed more than 24". The proposed application, even with the modified plans complies with this requirement as all places where the side or rear grade allow more than 24" of exposed foundation, the siding materials are extended to comply.

Mr. Brewster said that the intent of the section was to address the scale and height of new structures as old homes are torn down and new homes are built, and to prevent homes from grading up to gain additional height or volume in the structure. He noted that the proposal is justified based on the following:

- The proposed design meets the intent of the standards since the property was not graded up to get an extended foundation, and while larger than elevations of the previous homes is still in scale with other single-story homes on the block.
- The previous existing foundation was very close to grade, so the limit of no more than 12" above the previous was more restrictive than it needed to be in this context compared to the allowance of between 6" and 24" above grade generally.
- The need for the exception was due to a field error and not based on any specific design advantage from not meeting the specific standards.

Section 19.08.025(f) provides that the planning commission may grant exceptions to any of the neighborhood design standards, including foundation height standards, subject to the site plan process. It includes the following criteria relevant to this application:

2. Any exception dealing with the placement of the building is consistent with sound planning, urban design and engineering practices when considering the site and its context within the neighborhood.
3. The placement and orientation of the main mass, accessory elements, garages and driveways considers the high points and low points of the grade and locates them in such a way to minimize the perceived massing of the building from the streetscape and abutting lots.

6. The exception will equally or better serve the design objectives stated in Section 19.08.025.A and the intent stated for the particular standard being altered.

For building foundation exceptions, Section 19.08.025(e)(5) includes the following specific criteria:

- a. The design of the building elevations, and specifically any design details that reduce the scale and massing of the building compared to what could otherwise be built under the zoning standards.
- b. The relationship of the proposed dwelling to existing structures, and whether their grading, elevation, and design is appropriate for the context.
- c. Any special consideration of the lot with respect to existing grades, proposed appropriate grades, and the drainage patterns in relation to adjacent properties and the proposed structure.

Mr. Brewster said that the applicant had included elevations and plans that demonstrated that all other neighborhood design standards would be met. The proposed design with the exception results in a building height that is slightly less than the allowed height limit permitted in R-1B, and portions of the building nearest the property lines have a single-story elevation for approximately 2' to 6' back from the building/setback line. This, combined with the limited nature of the request (5" above what is permitted, but still 3" under the general allowance of 6" to 24" above grade), and the comparability to the first floor elevations of the adjacent houses (1' below the house to the north and 2.7' above the house to the south), present few perceived impacts on the scale of the building in its context and in relation to adjacent property.

Because many existing homes in Prairie Village were built at or close to grade, it was anticipated that new homes might need an exception to this standard to address existing drainage and grading issues. Further, the request is based on a field error that was not intended to gain any specific design advantage for a larger-scale building or increased utilization of interior space.

The proposed application appears consistent with the exception criteria. The proposed home will meet all other applicable design standards.

Mr. Brewster stated that staff recommended approval of the exception, subject to the following conditions:

1. The exception is limited to the plans included in the application and specifically the proposed top of foundation at the 959.7' elevation contour.
2. The applicant receives all necessary drainage permits and impervious surface approvals from public works prior to building permits.

Mr. Valentino asked if the basement floor also sat 5" higher than it should. Mr. Dringman stated that the foundation company did not dig the site to the appropriate depth, and as such, the foundation sat 5" higher than planned.

Property owner Caleb George, 6830 Beverly Street, Overland Park, was present to discuss the application.

Mr. Birkel made a motion to approve the application with the conditions listed by staff. The motion was seconded by Mr. Valentino and passed unanimously.

OTHER BUSINESS

None.

ADJOURNMENT

With no further business to come before the Commission, Mr. Wolf adjourned the meeting at 7:35 p.m.

Adam Geffert
City Clerk/Planning Commission Secretary