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**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, April 21, 2025
5:30 PM**

An executive session is planned for the first item of business at 5:30 p.m. The regular open business meeting is expected to convene at 6:00 p.m.

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF THE AGENDA**
- V. EXECUTIVE SESSION**
- VI. INTRODUCTION OF STUDENTS AND SCOUTS**
- VII. PRESENTATIONS**

- Arbor Day proclamation
- Fair Housing Month proclamation

VIII. PUBLIC PARTICIPATION

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email cityclerk@pvkansas.com prior to 3 p.m. on April 21. Comments will be shared with Councilmembers prior to the meeting.

IX. CONSENT AGENDA

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

By Staff:

1. Consider approval of regular City Council meeting minutes – April 7, 2025
2. Consider approval of expenditure ordinance #3049
3. Consider appointment to the Diversity Committee
4. Consider construction administration agreement with Trekk Design Group for the 2025 residential street program

X. COMMITTEE REPORTS

Environmental Committee

- Climate action plan update
Greg Shelton
- Consider approval of a food composting pilot program with KC Can Compost
Ashley Freburg / Meghan Buum

XI. MAYOR'S REPORT

XII. STAFF REPORTS

XIII. OLD BUSINESS

Consider traffic and pedestrian safety on 66th Street west of Mission Road
Cole Robinson / Terry O'Toole

XIV. NEW BUSINESS

COU2025-19 Consider financial contribution to Dolyna, Ukraine (sister-city)
Wes Jordan

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

2026 Budget

- 2026 decision packages
- 2025 estimated revenue and 2026 preliminary general fund revenue assumptions
- Consider 2026 budget requests:
 - COU2025-20 VillageFest
 - COU2025-21 JazzFest
 - COU2025-22 Arts Council
 - COU2025-23 Diversity Committee
 - COU2025-24 Environmental Committee

Jason Hannaman

XVI. ANNOUNCEMENTS

XVII. ADJOURNMENT

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

CITY OF PRAIRIE VILLAGE

Proclamation

Arbor Day 2025

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

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

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

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

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

Now therefore, I, Eric Mikkelson, Mayor of Prairie Village, Kansas, do hereby proclaim April 25, 2025, as

Arbor Day

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

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

Mayor Eric Mikkelson

Adam Geffert, City Clerk

CITY OF PRAIRIE VILLAGE

Proclamation

Fair Housing Month - April 2025

WHEREAS, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and

WHEREAS, the City of Prairie Village is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, vigorous efforts of fair housing groups, along with the U.S. Department of Housing and Urban Development, serve to combat housing discrimination; and

WHEREAS, equal housing opportunity is a condition of life in our City that can and should be achieved.

Now, therefore, I, Eric Mikkelsen, Mayor of the City of Prairie Village, Kansas do hereby proclaim the month of April 2025 as

Fair Housing Month

in the City of Prairie Village, Kansas, and express the hope that this year's observance will promote fair housing practices throughout our City.

Mayor Eric Mikkelsen

Adam Geffert, City Clerk



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
APRIL 7, 2025**

The City Council of Prairie Village, Kansas, met in regular session on Monday, April 7, at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following councilmembers in attendance: Cole Robinson, Terry O'Toole, Inga Selders, Ron Nelson, Lori Sharp, Chi Nguyen, Dave Robinson, Tyler Agniel, Greg Shelton, Nick Reddell, and Terrence Gallagher. Staff present: Eric McCullough, Chief of Police; Keith Bredehoeft, Director of Public Works; Cliff Speegle, Public Works; City Attorney Alex Aggen, Hunter Law Group; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Boom, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Reddell made a motion to approve the agenda as presented. The motion was seconded by Mr. Agniel and passed 11-0.

INTRODUCTION OF STUDENTS AND SCOUTS

Five high school student members the National Charity League were present to learn about local government.

PRESENTATIONS

- Mayor Mikkelson read a proclamation declaring March 31 through April 8, 2025, as "Seven Days of Kindness" in Prairie Village. Vickie Harris, a member of the SevenDays board of directors, provided information about the organization.
- Mr. Shelton read a "Mayor's Monarch Pledge" proclamation, affirming the community's commitment to protecting and restoring Monarch butterfly habitats.

PUBLIC PARTICIPATION

- The following residents stated their opposition to LEED building practices and the construction of a new city hall building:
 - Jim Rosberg, Ward 1



PRAIRIE VILLAGE KANSAS

- Chet Hanson, Ward 2
- Mary Burger, Ward 3
- Jerry Hughes, Ward 6
- Kevin Donnelly, Ward 1
- Jim McGrath, Ward 3
- Rob Kohl, Ward 2
- Pat Phillips, Ward 6
- Barbara Cantrell, Ward 4
- The following residents shared their support for the construction of a new city hall building and the expansion of the police department:
 - Dennis Boody, Ward 6
 - Alan Bauman Ward 5
 - Ed Stevenson, Ward 5
- The following residents noted their support for sending a financial donation to Prairie Village's sister-city, Dolyna, Ukraine:
 - Anne Melia, Ward 6
 - Pat Daniels, Ward 4
 - Leslie Harris, Ward 2
- Pam Justus, Ward 6, expressed her concerns about spending by the council.
- Brooke Morehead, Ward 4, stated that residents should be allowed to vote on the construction of a new city hall.
- Jenny Garmon, Ward 2, stated that the council should review neighborhood design guidelines to better coordinate the construction of new homes and reduce disruption in neighborhoods.
- Leon Patton, Ward 5, said that residents lacked trust in the Mayor and council.
- Whitney Wilson, Ward 1, noted her support of the Mayor and council.

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 - March 3, 2025
2. Consider appointment of committee members
3. Consider approval of expenditure ordinance #3048
4. Consider approval of contract with McAnany Construction for the 2025 UBAS program
5. Consider approval of contract with Sunflower Paving for the 2025 Concrete repair program
6. Consider bid award for the purchase of swimming pool chemicals
7. Consider bid award for highway rock salt
8. Consider traffic and pedestrian safety on 66th Street west of Mission Road
9. Consider amendments to Chapter XI, Article 7 - Local Traffic Regulations
10. Consider addition to Chapter XI, Article 2 - Local Regulations



Mr. Gallagher asked to remove item #9 for further discussion.

Mr. Nelson made a motion to approve the consent agenda items #1 - #8 and #10 as presented. A roll call vote was taken with the following votes cast: “aye”: C. Robinson, O’Toole, Selders, Nelson, Sharp, Nguyen, D. Robinson, Shelton, Agniel, Reddell, Gallagher. The motion passed 11-0.

Mr. Gallagher stated that he had voted against the proposed speed limit change on Tomahawk Road at the council committee of the whole meeting on February 18 because he did not believe there was enough data to show that reducing the speed limit would increase safety. Additionally, he noted that past speed limit changes had always been based on the recommendations of staff and the City’s traffic engineer, and that traffic calming measures should be implemented first prior to changing the speed limit.

A roll call vote on item #9 was taken with the following votes cast: “aye”: C. Robinson, O’Toole, Selders, Nelson, Sharp, Nguyen, D. Robinson, Shelton, Agniel, Reddell; “no”: Gallagher. The motion passed 10-1.

COMMITTEE REPORTS

- Insurance Committee
 - COU2025-14: Consider 2025 - 2026 insurance renewals

Mr. Hannaman stated that the insurance committee met on January 16, 2025, to discuss the City’s property, casualty, and workers’ compensation insurance needs for the upcoming year. The committee discussed changes in covered property with HUB, the City’s insurance broker, and any changes to relevant processes. City staff provided HUB with detail of all buildings, vehicles, equipment, number of employees, and various other factors that drive coverage needs.

The committee reviewed and discussed aspects of the City’s policies. HUB provided estimated renewal rates, which were anticipated to increase over 10% in total across all coverage lines. The committee directed HUB and staff to take the renewal to market and have other carriers bid on the policies. Following the review, HUB requested quotes from ten carriers who participated in the municipal market.

Mr. Hannaman noted that overall, the renewal represented an increase of \$39,908 or 7.2%. He added that HUB continued to use a flat fee commission model, with the same fee as the prior year of \$30,000. The proposed policy would be very similar to the current plan, with most coverage levels remaining the same. However, the umbrella coverage limit would be reduced



from \$10M to \$5M based on the committee's belief that it was a higher coverage amount than typically carried by cities of similar size.

Mr. Hannaman said that premium amounts were driven both by rate changes and increases in the underlying value of the covered exposure. Most of the increase in premium for the 2025 - 2026 renewal were driven by property insurance, for which rates had increased nationwide due to higher costs to repair or replace damaged property as well as increasing weather-related claims.

Worker's compensation decreased \$7,641 (5%) due to a history of minimal claims and safety education efforts, which has led to lowered rates in several classifications. Mr. Hannaman stated that the insurance coverage period would run from May 1, 2025 through April 30, 2026. Based off of prior year discussions with HUB, a 7.7% increase was built into the 2025 budget, so the proposal was slightly under budget.

Mr. O'Toole, chair of the insurance committee, added that the two resident volunteers on the committee were extremely helpful in the process.

Colby Sullivan, executive vice-president with Hub International, said that the cyber liability rate was reduced by over 20% in large part due to the City's IT team and HUB working through a process of reviewing and updating internal security processes in order to receive the best prices.

Mr. Reddell made a motion to approve the insurance renewal policy and rates with Travelers and Lloyds at a renewal rate of \$549,273.20 for the upcoming coverage year. The motion was seconded by Mr. Shelton and passed 11-0.

- Mr. Shelton provided environmental committee updates, noting that April was "Earth Month". A native plant sale would take place on April 12, and the annual Arbor Day event would be held on April 26 at Harmon Park. Additionally, Overland Park's "Recycling Extravaganza" would also be held on April 26.
- Mr. Gallagher noted that resident Lisa Elsner, who had been recognized by the council for her successes in the Special Olympics, had recently won a gold medal at an international competition.
- Mr. Cole Robinson and Ms. Selders provided summaries of their experiences at the National League of Cities conference that they attended in Washington, D.C.
- Ms. Selders said that the VillageFest committee had met and reviewed the budget for the 2025 event.



MAYOR'S REPORT

- The Mayor noted events that had taken place since the prior council meeting on March 3:
 - A Zoom meeting with officials from Prairie Village's sister-city, Dolyna, Ukraine
 - A Coffee with a Cop event at Starbucks
 - MARC Board and Total Transportation Policy Committee meetings
 - A Northeast Johnson County Mayors lunch
 - A Prairie Village Foundation meeting
 - The annual Prairie Hills Homes Association meeting
- The Mayor shared the following upcoming events:
 - The 75th Anniversary Committee will hold its first meeting on April 8
 - A Johnson County "State of the County" address on April 8
 - A Johnson County / Wyandotte County Mayors dinner on April 9
 - The annual Juneteenth celebration on June 7 at Franklin Park
- The Mayor also noted the following:
 - The real estate website Redfin stated that Prairie Village was one of the "ten hottest neighborhoods" in the country
 - The public works department won an ACES engineering award for the work done on the 68th Street and Mission Road flood control project
 - The bid period for the YMCA property closed on March 28
 - Construction at the old Macy's building in the Village Shops was underway
 - A decision on the three petitions against the City was made by the Kansas Court of Appeals. The court determined that two of the three petitions were invalid, but the third, abandoning the current form of government, could be placed on a ballot. The Mayor noted that the plaintiff had since appealed the decision to the Kansas Supreme Court.

STAFF REPORTS

- Mr. Jordan provided information about the budget planning process, and Mr. Hannaman shared the budget timeline.
- Chief McCullough presented information about a ride for fallen law enforcement officers on May 1, and a peace officers memorial ceremony on May 15.

OLD BUSINESS

There was no old business to come before the council.

NEW BUSINESS



COU2025-15 Consider purchase of indoor unmanned aerial vehicle (UAV) for police operations

Chief McCullough stated that the police department planned to purchase a “Brinc Lemur 2” indoor tactical UAV. The UAV would enhance officer safety and improve situational awareness during building searches related to alarm calls, trespassing incidents, burglaries, search warrants, and other situations requiring entry into potentially occupied structures. Additionally, it would provide real-time audio and video, two-way communication capabilities, and building mapping, significantly reducing the risk to officers and potentially de-escalating situations.

The total cost of \$24,999 would be partially funded by \$15,000 from civil asset forfeiture funds (permissible under K.S.A 60-4117 for equipment purchases) and \$10,000 from previously approved field equipment funds within the 2025 budget. Chief McCullough noted that forfeiture funds could only be used for specific law enforcement purposes, such as equipment purchases and training, rather than normal operating expenses. He added that council approval was not required for the use of forfeiture funds.

COU2025-16 Consider 2026 - 2030 County Assistance Road System (CARS) program

Mr. Bredehoeft said that in order to receive CARS funding from Johnson County, the City was required to submit an application containing a list of streets to be repaired and the estimated costs to repair them. A list of streets recommended for the five-year CARS program was provided for the period 2026 - 2030, though the City only committed to fund and construct the 2026 program year with this annual submittal. Future projects would be used by the County to forecast funding needs.

Mr. Bredehoeft noted that CARS funding was typically set to 50% of the project’s eligible costs of construction-related items, including testing, observation and construction. Cities were typically guaranteed to have their first priority project funded, though projects could be added or funding reduced based on the available funding in the overall program. The work would include, where necessary, full depth pavement repair, curb and gutter replacement, sidewalk repair, new sidewalks, new ADA ramps, milling/overlaying the pavement, or UBAS.

Mr. Nelson made a motion to approve the 2026 - 2030 County Assistance Road System (CARS) program. The motion was seconded by Mr. O’Toole and passed 11-0.

COU2025-17 Consider interlocal agreement with Johnson County for project DRAIN-23X



Mr. Speegle stated that the Johnson County Stormwater Management Program had approved funding participation for the replacement of culverts along Village Drive near Brush Creek. The county's funding for the project would come from the stormwater management program's system management renewal funding program.

The interlocal agreement from Johnson County for the DRAIN-23X storm drainage project would limit the county share to 50% of the project's eligible construction costs. The county would contribute up to \$75,000.00 in reimbursement for the project with the construction cost for the two replacement locations totaling \$188,690.00.

Mr. Speegle added that the DRAIN-23X construction contract with Kansas Heavy Construction, LLC was approved by council on December 16, 2024, and that construction would begin in the spring.

Mr. Reddell made a motion to approve the interlocal agreement with Johnson County for the DRAIN-23X storm drainage improvement project funding. The motion was seconded by Mr. Agniel and passed 11-0.

COU2025-18 Consider construction contract with WCI, Inc. for the DRAIN-25X: 67th Street RCB replacement project

Mr. Speegle stated that the proposed project would replace the aging channel crossing at 67th Street. The pedestrian bridge on the north side of 67th, which had reached end of life, would also be removed and replaced with a sidewalk crossing over the new culvert. Additionally, 400 feet of the drainage channel upstream to El Monte Street would be replaced. Construction would be scheduled to start in late May 2025 in order to limit disruption to Prairie Elementary School.

Three bids had been received for the project, with the lowest bid at 19% over the engineer's estimate. Mr. Speegle noted that the current bid environment continued to be challenging to estimate storm drainage projects based on several factors, including contractor workload, tight site access, material availability, and schedule limitations due to the location near the school. He added that staff had contacted other municipalities, who stated that they were seeing similar issues with the bidding environment. After reviewing the bids and project scope items, staff did not believe re-bidding would produce improved results.

Bids received:

• WCI, Inc.	\$846,376.50
• Infrastructure Solutions, LLC	\$1,299,985.00
• Pfeifferkorn Engineering & Environmental, LLC	\$1,020,000.00
• Engineer's Estimate	\$711,744.00



Mr. Speegle said that the contract would be awarded to WCI, Inc. for \$846,376.50, with change order authorization up to \$85,000.00 from the DRAIN-25X account to allow for quick approval of possible changes required to complete the project. Funding would come from the CIP under the drainage repair program DRAIN-25X, and Johnson County Stormwater System Management would also contribute to the project cost.

DRAIN-25X Project Funding:	\$582,821.50
Additional SMP Funds:	<u>\$263,555.00</u>
Total Project Funding:	\$846,376.50

Mr. Shelton made a motion to approve the construction contract with WCI, Inc. in the amount of \$846,376.50 for the replacement of the storm drainage system as part of the storm drainage repair program. The motion was seconded by Mr. Nelson.

Mr. Dave Robinson asked that public works staff provide information to council whenever the opportunity to negotiate a lower project cost occurred.

After further discussion, the motion passed 11-0.

COU2025-19 Consider construction administration agreement with Trekk Design Group for the 2025 drainage program

Mr. Speegle said that the City supplemented its own construction inspection staff with consultant inspectors every year. Trekk had been utilized with previous construction programs, and if approved, would provide the same inspection personnel, allowing for a seamless transition while City inspection staff continued with on-going projects. He noted that the contract would include construction administration services for 2025 drainage program construction projects, such as the culvert replacement at 67th Street near El Monte Street and other locations.

Mr. Shelton made a motion approve the construction administration agreement with TREKK Design Group for 2025 drainage program projects for \$119,204.00. The motion was seconded by Mr. Agniel and passed 11-0.

Mr. Reddell 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. Nelson and passed 11-0.

COUNCIL COMMITTEE OF THE WHOLE

Consider financial contribution to Dolyna, Ukraine (sister-city)

Mr. Jordan said that Mayor Mikkelson, four councilmembers, and staff recently had a Zoom call with Mayor Dyriv of Dolyna, Ukraine, to touch base and discuss continued impacts to



their region from the ongoing war with Russia. Although the city is not close to the front lines, there are still missile and drone strikes in areas not far from their location. Mayor Dyriv stated that the region had lost 80 soldiers, six were being held as prisoners, and 40 were missing in action.

Mayor Dyriv asked for the City to advocate on Dolyana's behalf for continued federal funding. After the meeting, the City received a letter from the Mayor requesting financial assistance in purchasing "quadcopters", drones "used to monitor large areas, detect hazards, conduct rescue operations, and deliver medicines, humanitarian and other goods as part of the war effort."

The request was for quadcopter unit(s) listed below, currently in use by military units:

1. DJI Mavic 3T Thermal - \$5,283 per unit [first choice]
2. DJI Mavic 3 Fly More Combo - \$2,474 per unit [second choice]

Mr. Jordan noted that the council had previously approved the purchase of a large number of "walkie-talkie" radios for Dolyana in 2022. Shipping the radios to Ukraine was difficult due to the lithium batteries they used to operate, so to avoid the issue again, staff recommended a financial contribution rather than sending equipment.

Mayor Mikkelson added that Prairie Village had a long relationship with Dolyana, and that representatives from each city had traveled to the other in the past. Due to the uncertainty of federal funding, the Mayor felt that the need for assistance had grown.

Mr. Cole Robinson made a motion to recommend approval of a direct contribution to the City of Dolyana of \$22,900 to the city council for further consideration. The proposed contribution would represent one dollar from each resident of Prairie Village. The motion was seconded by Mr. Shelton.

Mr. Dave Robinson, Ms. Selders and Mr. Nelson shared their support for the donation.

Ms. Nguyen asked whether the diversity committee could put on a fundraiser to help Dolyana. Mr. Jordan said officials from Dolyana had indicated the need for support was urgent, and a fundraiser might not be able to raise the needed funds quickly. However, he noted that potentially having a fundraiser along with a contribution from the City would be possible. Mayor Mikkelson added that fundraisers had been held in the past to support Ukraine.

After further discussion, the motion passed 6-5, with Mr. O'Toole, Ms. Sharp, Mr. Agniel, Mr. Reddell, and Mr. Gallagher in opposition.

Mr. Dave Robinson moved that the City Council end the council committee of the whole portion of the meeting. The motion was seconded by Mr. Reddell and passed 11-0.



ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelsen declared the meeting adjourned at 8:45 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

April 21, 2025

Copy of Ordinance
3049

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

Be it ordained by the governing body of the City of Prairie Village, Kansas.

Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

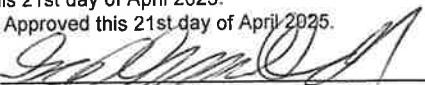
NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
32554-32589	3/7/2025	42,215.73	
32587-32647	3/14/2025	567,056.38	
32648-32653	3/24/2025	14,595.57	
32654-32728	3/28/2025	519,196.96	
Payroll Expenditures			
3/7/2025		475,478.93	
3/21/2025		470,443.95	
Electronic Payments			
Electronic Pmnts	3/1/2025	2,016.40	
	3/10/2025	9,165.65	
	3/11/2025	721.05	
	3/12/2025	362.24	
	3/13/2025	4,847.35	
	3/14/2025	7,161.94	
	3/26/2025	142.92	
	3/28/2025	36,215.91	
TOTAL EXPENDITURES:			2,149,620.98
Voided Checks	Check #	(Amount)	
TOTAL VOIDED CHECKS:			
GRAND TOTAL CLAIMS ORDINANCE			2,149,620.98

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

Passed this 21st day of April 2025.

Signed or Approved this 21st day of April 2025.

ATTEST:


City Treasurer

ATTEST:


Finance Director

Payroll Date:	3/7/2025
Total Amount ADP Debited From PV Accounts	\$ 384,580.96
M,N-(K) KPERS Employer	\$ 24,254.07
(K) KPERS Employee	\$ 13,587.71
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 210.36
M,N-(L) 457ER Employer	\$ 22,468.86
(L) DC457 Employee Contribution	\$ 14,808.53
(LI) CITYPD Employer Contribution	\$ 1,444.94
(457) Roth Employee Contribution	\$ 8,450.42
(P) POLPEN Police Pension Employee	\$ 5,673.08
	\$ 475,478.93

Payroll Date:	3/21/2025
Total Amount ADP Debited From PV Accounts	\$ 380,683.03
M,N-(K) KPERS Employer	\$ 24,231.91
(K) KPERS Employee	\$ 13,575.33
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 210.36
M,N-(L) 457ER Employer	\$ 21,915.66
(L) DC457 Employee Contribution	\$ 14,587.07
(LI) CITYPD Employer Contribution	\$ 1,444.94
(457) Roth Employee Contribution	\$ 8,142.45
(P) POLPEN Police Pension Employee	\$ 5,653.20
	\$ 470,443.95

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

Accounts Payable

Checks by Date - Summary by Check Date



PRAIRIE VILLAGE
THE STAR OF KANSAS

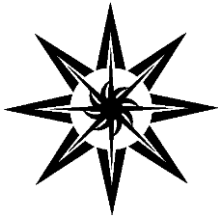
Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	1153	Merchant Services/Elavon/ETS Corp-Court	03/01/2025	0.00	2,016.40
Total for 3/1/2025:				0.00	2,016.40
32554	2392	Allegiant Networks LLC	03/07/2025	0.00	2,223.63
32555	2629	Lauren Allen	03/07/2025	0.00	525.00
32556	3340	Suzanne Buenneke	03/07/2025	0.00	526.00
32557	3962	George R. Carr	03/07/2025	0.00	551.51
32558	3511	Nora Cooper	03/07/2025	0.00	5,292.00
32559	2007	Michelle DeCicco	03/07/2025	0.00	2,204.00
32560	245	Easy Ice LLC	03/07/2025	0.00	75.21
32561	3394	EE Reimbursement	03/07/2025	0.00	174.00
32562	2666	Fiber Platform LLC	03/07/2025	0.00	700.00
32563	3696	Fisher, Patterson, Sayler, & Smith, L.L.P.	03/07/2025	0.00	2,047.50
32564	3513	Sara Garcera	03/07/2025	0.00	810.91
32565	3781	Frank P. Gilman, PA	03/07/2025	0.00	2,868.00
32566	2877	Granicus LLC	03/07/2025	0.00	12,219.06
32567	506	Johnson County Department of Corrections	03/07/2025	0.00	70.00
32568	540	Kansas City Business Journal	03/07/2025	0.00	76.98
32569	316	Kansas Municipal Judges Association	03/07/2025	0.00	50.00
32570	3961	KC Banner & Graphics	03/07/2025	0.00	165.00
32571	3344	Richard Knoll	03/07/2025	0.00	477.13
32572	3550	Karen Lipps	03/07/2025	0.00	543.70
32573	2958	Midwest Shredding Service LLC	03/07/2025	0.00	175.00
32574	3528	Nicole Nicoll	03/07/2025	0.00	691.63
32575	2379	Albert Rubin	03/07/2025	0.00	617.26
32576	3363	Ruth Saale	03/07/2025	0.00	646.54
32577	503	Schwaab Inc	03/07/2025	0.00	20.50
32578	3562	Shawnee Mission East SME PTSA	03/07/2025	0.00	2,500.00
32579	3776	Keiko Smith	03/07/2025	0.00	798.70
32580	3254	Staples Inc	03/07/2025	0.00	60.73
32581	172	Sumner One	03/07/2025	0.00	1,537.11
32582	3963	Charles E. Terry	03/07/2025	0.00	806.50
32583	2240	Karen L Torline	03/07/2025	0.00	1,050.00
32584	1042	Verizon Wireless	03/07/2025	0.00	1,000.25
32585	3964	Daniel I. Volz	03/07/2025	0.00	568.57
32586	111	WaterOne	03/07/2025	0.00	143.31
Total for 3/7/2025:				0.00	42,215.73
ACH	1248	Bluefin Payment Systems	03/10/2025	0.00	61.90
ACH	9	Evergy - KCPL - ACH	03/10/2025	0.00	9,103.75
Total for 3/10/2025:				0.00	9,165.65
ACH	945	UMB Bank ACH	03/11/2025	0.00	721.05

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
			Total for 3/11/2025:	0.00	721.05
ACH	841	Elavon	03/12/2025	0.00	311.29
ACH	841	Elavon	03/12/2025	0.00	50.95
			Total for 3/12/2025:	0.00	362.24
ACH	9	Evergy - KCPL - ACH	03/13/2025	0.00	4,847.35
			Total for 3/13/2025:	0.00	4,847.35
ACH	311	ADP Electronic Debit	03/14/2025	0.00	7,161.94
32587	2468	911 Custom LLC	03/14/2025	0.00	1,683.00
32588	2265	All City Management Services Inc	03/14/2025	0.00	2,519.20
32589	2330	Allied Services LLC	03/14/2025	0.00	168,972.82
32590	534	Arbor Masters Tree & Landscape	03/14/2025	0.00	2,570.00
32591	1618	Arrowhead Scientific Inc	03/14/2025	0.00	699.30
32592	407	Berry Companies Inc	03/14/2025	0.00	165.19
32593	1578	Cellebrite USA Inc	03/14/2025	0.00	7,250.00
32594	54	Central Salt, LLC	03/14/2025	0.00	10,726.41
32595	3110	City Wide Maintenance Company Inc	03/14/2025	0.00	11,240.00
32596	171	Clark's Tool and Equipment	03/14/2025	0.00	46.37
32597	3960	William Coleman	03/14/2025	0.00	2,299.00
32598	3568	Consolidated Fire District 2	03/14/2025	0.00	150.00
32599	2024	Custom Lighting Services LLC	03/14/2025	0.00	6,627.35
32600	3523	Daikin TMI LLC	03/14/2025	0.00	390.00
32601	158	Delta Dental of Kansas	03/14/2025	0.00	6,283.34
32602	2603	Mark T Duffy	03/14/2025	0.00	768.50
32603	245	Easy Ice LLC	03/14/2025	0.00	245.25
32604	133	EE Reimbursement	03/14/2025	0.00	43.40
32605	148	EE Reimbursement	03/14/2025	0.00	200.00
32606	468	EE Reimbursement	03/14/2025	0.00	61.75
32607	672	EE Reimbursement	03/14/2025	0.00	1,211.10
32608	3847	Elite Exercise Equipment LLC	03/14/2025	0.00	195.00
32609	2980	Enterprise FM Trust	03/14/2025	0.00	14,576.17
32610	2898	Evergy - KCPL	03/14/2025	0.00	260.89
32611	3922	Fidelity Security life Insurance Company	03/14/2025	0.00	943.68
32612	88	First Call	03/14/2025	0.00	173.14
32613	86	Goodyear Auto Service Center	03/14/2025	0.00	1,739.00
32614	1886	GPS Insight LLC	03/14/2025	0.00	79.90
32615	1381	Great Plains Soc Prevention of Cruelty Ani	03/14/2025	0.00	620.00
32616	384	GT Distributors	03/14/2025	0.00	2,748.35
32617	3763	Hunter Law Group, P.A.	03/14/2025	0.00	9,570.00
32618	3680	Independent Truck Upfitters Inc	03/14/2025	0.00	13,993.75
32619	2726	Infrastructure Solutions LLC	03/14/2025	0.00	51,940.80
32620	2316	Integrity Locating Services LLC	03/14/2025	0.00	2,154.90
32621	3472	J Webb Inc	03/14/2025	0.00	47.50
32622	1986	JM Fahey Construction Co	03/14/2025	0.00	32,487.81
32623	372	Johnson County Top Soil & Landscape mat	03/14/2025	0.00	43.00
32624	3732	K&M Office Products Inc	03/14/2025	0.00	788.60
32625	632	Kansas City Tree Care LLC	03/14/2025	0.00	71,226.00
32626	41	Kansas Gas Service	03/14/2025	0.00	3,291.83
32627	2335	Kansas One-Call System Inc	03/14/2025	0.00	235.41
32628	205	Lawson Products	03/14/2025	0.00	403.02
32629	213	Legal Record	03/14/2025	0.00	40.92

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
32630	92	Lexington Plumbing and Heating Company	03/14/2025	0.00	2,079.50
32631	3302	Linde Gas & Equipment inc	03/14/2025	0.00	88.54
32632	1096	Mid-States Organized Crime Information C	03/14/2025	0.00	200.00
32633	3946	Midwest Truck Equipment, Inc.	03/14/2025	0.00	1,615.43
32634	2039	MJV-A LLC	03/14/2025	0.00	45.00
32635	1580	Myers Brothers of Kansas City Inc	03/14/2025	0.00	270.00
32636	100	O'Dell Service Company Inc	03/14/2025	0.00	4,313.47
32637	3768	Parks and Recreation Foundation of Johnso	03/14/2025	0.00	15,000.00
32638	277	PB Hoidale Co Inc	03/14/2025	0.00	42.36
32639	2744	Pro Circuit Inc	03/14/2025	0.00	470.37
32640	71	Shawnee Mission Ford	03/14/2025	0.00	92,368.00
32641	72	Staples Business Advantage	03/14/2025	0.00	121.21
32642	279	Sunflower Equipment LLC	03/14/2025	0.00	356.62
32643	2433	Traffic and Parking Control Co Inc	03/14/2025	0.00	13,190.00
32644	3103	TWAS Topco LP	03/14/2025	0.00	200.00
32645	1042	Verizon Wireless	03/14/2025	0.00	3,072.28
32646	111	WaterOne	03/14/2025	0.00	1,149.54
32647	737	West Publishing Corp	03/14/2025	0.00	762.41
Total for 3/14/2025:				0.00	574,218.32
32648	2311	Boelte-Hall LLC	03/24/2025	0.00	5,426.48
32649	3353	Cole Robinson, Councilmember Ward 1	03/24/2025	0.00	1,214.01
32650	375	League of Kansas Municipalities	03/24/2025	0.00	10.00
32651	2504	Missouri Organic Recycling Inc	03/24/2025	0.00	703.88
32652	2141	Pre-Paid Legal Services Inc	03/24/2025	0.00	606.10
32653	3947	Renaissance Life and Health Insurance Co	03/24/2025	0.00	6,635.10
Total for 3/24/2025:				0.00	14,595.57
ACH	216	Health Equity/WageWorks	03/26/2025	0.00	142.92
Total for 3/26/2025:				0.00	142.92
ACH	945	UMB Bank ACH	03/28/2025	0.00	36,215.91
32654	3717	ADA Enterprises Inc	03/28/2025	0.00	1,377.00
32655	78	Affinis Corp	03/28/2025	0.00	28,707.35
32656	2265	All City Management Services Inc	03/28/2025	0.00	5,006.91
32657	3380	All Copy Products Inc	03/28/2025	0.00	234.24
32658	3257	All Inclusive Rec LLC	03/28/2025	0.00	43,377.50
32659	534	Arbor Masters Tree & Landscape	03/28/2025	0.00	16,750.00
32660	3740	Kathleen J Bagby	03/28/2025	0.00	774.35
32661	2834	Bledsoe's Equipment Inc	03/28/2025	0.00	294.40
32662	156	Blue Cross Blue Shield of Kansas City	03/28/2025	0.00	142,793.68
32663	3089	Bob Allen Ford Inc	03/28/2025	0.00	370.27
32664	3102	Callyo 2009 Corp	03/28/2025	0.00	5,200.00
32665	431	CAS Commercial Aquatic Services Inc	03/28/2025	0.00	284.73
32666	2512	Clark Enersen Partners Inc	03/28/2025	0.00	51,225.00
32667	3370	Combes Construction LLC	03/28/2025	0.00	79,339.54
32668	3511	Nora Cooper	03/28/2025	0.00	2,646.00
32669	3523	Daikin TMI LLC	03/28/2025	0.00	1,357.50
32670	2007	Michelle DeCicco	03/28/2025	0.00	1,102.00
32671	158	Delta Dental of Kansas	03/28/2025	0.00	6,569.01
32672	1572	EE Reimbursement	03/28/2025	0.00	22.00
32673	2460	EE Reimbursement	03/28/2025	0.00	22.00
32674	2874	EE Reimbursement	03/28/2025	0.00	22.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
32675	3559	EE Reimbursement	03/28/2025	0.00	22.00
32676	3668	EE Reimbursement	03/28/2025	0.00	22.00
32677	3721	EE Reimbursement	03/28/2025	0.00	44.00
32678	853	EE Reimbursement	03/28/2025	0.00	15.30
32679	3967	Lacey Ellis	03/28/2025	0.00	765.20
32680	88	First Call	03/28/2025	0.00	492.49
32681	85	Force America Inc	03/28/2025	0.00	136.56
32682	3781	Frank P. Gilman, PA	03/28/2025	0.00	1,434.00
32683	1886	GPS Insight LLC	03/28/2025	0.00	239.70
32684	384	GT Distributors	03/28/2025	0.00	990.18
32685	3680	Independent Truck Upfitters Inc	03/28/2025	0.00	12,714.94
32686	2988	Inga Selders, Councilmember Ward 2	03/28/2025	0.00	193.15
32687	2841	Inland Truck Parts Company	03/28/2025	0.00	2,978.04
32688	1392	Intoximeters Inc	03/28/2025	0.00	507.50
32689	1230	J&J Printing Inc	03/28/2025	0.00	571.20
32690	506	Johnson County Department of Corrections	03/28/2025	0.00	70.00
32691	372	Johnson County Top Soil & Landscape mat	03/28/2025	0.00	215.00
32692	84	Johnson County Wastewater	03/28/2025	0.00	1,004.89
32693	3732	K&M Office Products Inc	03/28/2025	0.00	97.85
32694	66	KA-Comm Inc	03/28/2025	0.00	630.00
32695	3570	Kansas CareNow Urgent care	03/28/2025	0.00	1,030.00
32696	632	Kansas City Tree Care LLC	03/28/2025	0.00	14,925.00
32697	147	Kansas State Treasurer	03/28/2025	0.00	15,367.39
32698	258	Key Equipment & Supply Co	03/28/2025	0.00	2,022.28
32699	3506	Kimley-Horn and Associates Inc	03/28/2025	0.00	8,642.62
32700	42	Lathrop GPM	03/28/2025	0.00	3,266.00
32701	1423	Lawn & Leisure of Lee's Summit Inc	03/28/2025	0.00	453.33
32702	97	Lawrence Pest Control Company Inc	03/28/2025	0.00	720.00
32703	205	Lawson Products	03/28/2025	0.00	549.43
32704	3302	Linde Gas & Equipment inc	03/28/2025	0.00	79.96
32705	536	McCarthy/Morse Chevrolet Inc	03/28/2025	0.00	179.16
32706	340	Mill Creek Rifle Club Inc	03/28/2025	0.00	400.00
32707	3365	John Mortensen	03/28/2025	0.00	605.24
32708	100	O'Dell Service Company Inc	03/28/2025	0.00	1,100.00
32709	2072	Olsson Associates	03/28/2025	0.00	13,719.97
32710	277	PB Hoidale Co Inc	03/28/2025	0.00	235.00
32711	2744	Pro Circuit Inc	03/28/2025	0.00	1,164.20
32712	2516	PVP Communications	03/28/2025	0.00	742.00
32713	1007	Rejis Commission	03/28/2025	0.00	1,398.07
32714	3947	Renaissance Life and Health Insurance Co	03/28/2025	0.00	6,563.95
32715	3014	Sioux Sales Sioux City Night Patrol Inc	03/28/2025	0.00	10,335.50
32716	2667	SiteOne Landscape Supply Holding LLC	03/28/2025	0.00	215.22
32717	3965	Augustus Henry Smith	03/28/2025	0.00	200.00
32718	3254	Staples Inc	03/28/2025	0.00	52.53
32719	374	Suburban Lawn & Garden Inc	03/28/2025	0.00	387.45
32720	172	Sumner One	03/28/2025	0.00	1,503.75
32721	279	Sunflower Equipment LLC	03/28/2025	0.00	5.00
32722	2246	Superior Bowen Asphalt Company LLC	03/28/2025	0.00	13,939.27
32723	2240	Karen L Torline	03/28/2025	0.00	2,126.00
32724	2568	TREKK Design Group LLC	03/28/2025	0.00	4,056.03
32725	3004	Uline Inc	03/28/2025	0.00	1,748.18
32726	2047	United Rentals (North America) Inc	03/28/2025	0.00	429.00
32727	1042	Verizon Wireless	03/28/2025	0.00	247.61
32728	111	WaterOne	03/28/2025	0.00	168.34
Total for 3/28/2025:				0.00	555,412.87

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
Report Total (185 checks):				0.00	1,203,698.10



MAYOR

**Council Meeting Date: April 21, 2025
CONSENT AGENDA**

Consider Appointment to the Diversity Committee

RECOMMENDATION

Mayor Mikkelson requests Council ratification of the appointment of Dr. Joe Pachman to the Diversity Committee.

BACKGROUND

Dr. Pachman is a physician and psychologist who enjoys the cultural advantages of diversity. Prior to moving to Prairie Village, Dr. Pachman and his wife lived in Connecticut.

ATTACHMENTS

Volunteer application

PREPARED BY

Adam Geffert
City Clerk

Date: April 16, 2025

Submission #	3397921
IP Address	76.249.186.184
Submission Recorded On	08/11/2024 9:29 AM
Time to Take Survey	8 minutes, 57 seconds

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*** Full Name**

Dr. Joe Pachman

*** Full Address**

7921 Bristol Court
Prairie Village jD 66298

*** Email**

jpachman@jsephpachman.com

*** Phone**

(914) 260-9915

*** Select your City Ward ?**

Ward 4

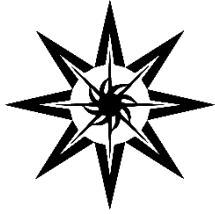
*** Please select your FIRST committee choice ?**

Environmental Committee

*** Please tell us about yourself, listing any special skills or experiences you have.**

I am interesting in serving on the Diversity Committee. My wife and I moved to KS from CT where we enjoyed the cultural advantages of diversity. I work as a physician and psychologist and believe that I might add a valuable perspective. I also have a distinguished record of board commitment. My resume is available upon request.

Thank you for your interest in serving our community.



PUBLIC WORKS DEPARTMENT

Consent Agenda: April 21, 2025

CONSIDER CONSTRUCTION ADMINISTRATION AGREEMENT WITH TREKK DESIGN GROUP FOR THE 2025 RESIDENTIAL STREET PROGRAM

RECOMMENDATION

Move to approve the construction administration agreement with TREKK Design Group for 2025 Residential Street Program for \$166,050.

BACKGROUND

The City complements its own construction inspection forces with consultant inspectors every year. We are moving forward with a large amount of varied construction needs this year.

TREKK has been utilized with previous construction programs and will be providing the same inspection personnel. This will allow for a seamless transition while City inspection forces are continuing with ongoing projects.

This contract includes construction administration services for 2025 Residential Street Program.

FUNDING SOURCE

Funding is available in PAVP2025.

ATTACHMENTS

1. Agreement with TREKK Design Group

PREPARED BY

Cliff Speegle, Senior Project Manager

March 31, 2025

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

For

CONSTRUCTION ADMINISTRATION

For

2025 Residential Street Program (PAVP2025)

THIS AGREEMENT, made at the Prairie Village, Kansas, this _____ day of _____, 2025, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, and TREKK Design Group, LLC, a Kansas corporation with offices at 1411 E. 104th Street, Kansas City, MO, 64131, hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for Construction Administration of 2025 RESIDENTIAL STREET PROGRAM hereinafter called the “**Project**”,

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

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

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

ARTICLE I - RESPONSIBILITIES OF THE CITY

The CITY designates Melissa Prenger, City Engineer as CITY representative with respect to this Agreement. Ms. Prenger shall have the authority to transmit instructions, receive information, interpret and define the policies of the CITY, make decisions relevant to the services of the CONSULTANT.

The CITY shall do the following in a timely manner:

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

ARTICLE II - RESPONSIBILITIES OF THE CONSULTANT

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

The standard of care for all professional consulting services and related construction inspection and administration services either performed for or furnished by the CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT profession, practicing under similar conditions at the same time and in the same locality.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Construction Manager shall:

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

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

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

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

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

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

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

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

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

The duties and responsibilities Construction Manager are as follows:

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

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

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

The Construction Manager shall not:

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

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

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

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

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

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

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

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

Typical entries for general information -

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

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

Typical entries for subgrade work -

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

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

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

Typical entries for paving work -

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

Typical entries for storm drains -

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

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

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

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

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

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

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

ARTICLE III - COMPENSATION

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of **\$166,050.00** for the scope of services as specified herein unless modified by Change Order. CONSULTANT current Hourly Rate Schedule is attached as Exhibit A.

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

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

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

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

ARTICLE IV - GENERAL PROVISIONS

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

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

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

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

Reuse of Documents: All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement ("Plans") shall become the property of City. City agrees that if such Plans are ever used in connection with another project in which the Consultant is not providing civil engineering services or for completion of the Project by others, all references to the Consultant or any subconsultant, including seals, shall be removed from the Plans before use on said project. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the CITY sole risk and without liability to the Consultant. To the extent permitted by law, the City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the Plans. In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

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

each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

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

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

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

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

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

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

Indemnity: To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for CITY reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

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

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

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

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

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

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

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

CITY:

CITY OF PRAIRIE VILLAGE, KS

CONSULTANT:

TREKK Design Group, LLC

By: _____

Eric Mikkelson

Mayor

By: _____

Kimberly Robinett

Managing Member

Address for giving notices:

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

Address for giving notices:

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

ATTEST:

Adam Geffert, City Clerk

APPROVED BY:

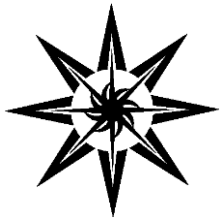
Alex Aggen, City Attorney



2025 Fee Estimate Worksheet

Project Name & Number Prairie Village - 2025 Paving Program Inspection Projects

		Project Manager	Construction Inspector	Administration	Mileage	Labor Sub-Total	Direct Exp	Sub-Total	TOTAL
Fee Billing Rate		\$164.00	\$126.00	\$111.00	\$ 0.670				
WORK TASK DESCRIPTION									
Task 1 - PAVP 2025 (April 15 thru Oct. 31, 2025) (28 weeks=140 days)		198	1,020	10	5,893	\$ 162,102.00	\$ 3,948.31		\$ 166,050.31
Project Administration		56		10					
Construction Inspection (based on 40 hours a week)		42	1,120		5893				
Fill in for inspector while on vacation		100	(100)						
TOTAL MAN-HOURS / QUANTITY		198	1020	10	5893				
UNIT RATE		\$164.00	\$126.00	\$111.00	\$ 0.670				
TREKK DESIGN GROUP FEE TOTAL		\$ 32,472.00	\$ 128,520.00	\$ 1,110.00	\$ 3,948.31	\$ 162,102.00	\$ 3,948.31		\$ 166,050.00



ENVIRONMENTAL COMMITTEE

Committee Report: April 21, 2025

Consider approval of a food composting pilot program with KC Can Compost

RECOMMENDATION

The Environmental Committee recommends the City Council approve a drop off composting pilot program with KC Can Compost.

BACKGROUND

With the Johnson County landfill projected to reach capacity between 2037-2042, it is important that our community engage in diversion of waste items from our landfill. Food waste diversion was identified as the highest priority in Johnson County's Solid Waste Plan. Through waste characterization and residential hauler data, it is estimated that single-family homes in the county generated about 32,930 tons of food waste in 2022. Of all the waste hauled to the landfill, 27% of it is food waste. The more we can divert waste and extend the life of the landfill, the lower we can keep residential solid waste fees.

The City of Prairie Village conducted a six-month curbside food composting pilot program in 2020. While those who participated in the composting pilot and subsequent survey indicated that they were satisfied with the experience and interested in seeing it continue, the city opted not to continue exploring curbside composting as a city service for all residents due to the overall cost of the program. It was estimated that a weekly curbside food compost program would have nearly doubled the solid waste assessment fees for 2021 from \$218 per year per household to \$410 per year per household.

Since 2020, the Environmental Committee has expressed interest in finding other composting alternatives. City staff has been exploring possible partnership opportunities for drop-off food composting on city-owned property.

City staff reached out to Compost Connections, KC Can Compost, and Compost Collective. Compost Connections is the sub-contractor Republic Services uses to collect yard waste. Their current operation does not have the infrastructure to support this program. KC Can Compost and Compost Collective have been identified as potential partners. Both vendors can provide a standard can secured with a padlock. The padlock's code would be published on the city's website to allow users to access the bins.

KC Can compost also offers a turnkey smart bin model that has the following benefits:

- Smart phone access
- Realtime monitoring of fullness status and access issues
- Data and analytics collections
- Full enclosure reduces odors and pests
- Secured to the site without the need for ropes or chains

The Environmental Committee and the Parks and Rec Committee both favored the smart bin model.

Staff recommends proceeding with a pilot program with KC Can Compost utilizing the smart bin model. The program would operate as follows:

- City staff would work with KC Can Compost to install smart cans at Wassmer Park, Harmon Park, and Franklin Park.
- City staff would work with KC Can Compost on launch timelines, provision of materials, and a public education campaign.
- After launch, those residents who are interested in participating can sign up for a no-cost account through KC Can Compost, which enables them to order supplies and receive updates
- City hall would be stocked with the appropriate compostable liners. Residents can order them through the app and pick them up at city hall.
- Residents who have signed up for an account can use their smart phones to access the smart cans and empty their food waste as often as needed.
- KC Can Compost will service the bins on a regular weekly schedule.

Smart cans are equipped with technology that allows the fullness to be remotely monitored. Not only does this allow composting staff to know when to service the bins, but it also allows residents to see if the bin nearest them is approaching capacity.

FUNDING

The budget impact of this collection effort is estimated to be approximately \$6,066 in 2025, with a breakdown as follows:

- Delivery and installation of three smart cans - \$450
- Weekly collection and monthly maintenance beginning in June- \$936/month or \$5,616 in 2025

The Environmental Committee has committed \$2,000 of its 2025 budget for composting efforts. The remaining \$4,066 would be paid from the sustainability fund, which exists to enable execution of the city's municipal climate action plan. Upon approval, staff would begin implementing the program for an estimated June 2025 start.

ATTACHMENTS

KC Can Compost proposal

PREPARED BY

Ashley Freburg

Environmental committee staff liaison

&

Meghan Buom

Assistant City Administrator

Date: March 6, 2025

February 2025

Municipal Drop-off Proposal prepared for the City of Prairie Village



YOUR SUSTAINABILITY PLAN

The future depends on what we do today.

-Mahatma Gandhi

WHO ARE WE?

KC Can is an innovative and timely nonprofit organization committed to transforming the social and environmental landscapes of our region. Our mission is simple: to provide local businesses, organizations, municipalities, and residents with an easy, clean, and systematic infrastructure for responsible organic waste management, while providing dignified, living-wage jobs to those struggling with barriers to employment.

HOW DO WE DO IT?

KC can makes the process easy, clean, and affordable.

3 Steps:

- **Get Equipped:** KC Can supplies all the necessary equipment to get started.
- **Get Educated:** KC Can educates your entire community about why and how to utilize the service.
- **Get Started:** KC Can begins service and provides ongoing internal, special event, and marketing support.

Composting organic waste is not just a local issue; it is a global issue. KC Can has created a system with the future in mind—a healthy, verdant, and vibrant future. Join us!





SCOPE OF WORK

KC CAN INFRASTRUCTURE

The KC Can brand is uniquely created to provide the public with a highly visible and easily identifiable receptacle for compostable waste. Our system is clean, simple to use, and orderly. **Orange = Organics!**

COLLECTION

- a) all food waste material
- b) all compostable food service utensils, napkins, and containers (BPI-certified)
- c) all compostable packaging (BPI-certified)
- d) flower, paper, and soiled cardboard products

FREQUENCY

KC Can collects the material on a designated day(s) each week, including most holidays. The frequency of collection is determined by the volume and weight of waste produced.

EDUCATION AND TRAINING

Our education program is designed to inspire community-wide understanding and engagement to ensure a unified vision for implementation. It consists of a 15-minute presentation and Q&A session, offered in person or online. Participants learn **why** it is critical to divert organic waste and **how** to do it properly.

ENVIRONMENTAL IMPACT

Individuals and sponsor organizations have access to a unique portal which tracks the amount of organic waste they have kept out of the landfill. These metrics are translated into meaningful statistics that can be shared and celebrated with the whole community. The portal also facilitates easy ordering and communication.

WASTE-TO-WORK PROGRAM

We also encourage employers to offer employees the opportunity to bring their food waste from home so that together we are increasing diversion and impact.

WHY THE CITY OF PRAIRIE VILLAGE?

The Opportunity.

You will be joining a growing cohort of outstanding local municipalities demonstrating much-needed environmental leadership in our community. There is power in numbers and opportunity in participation. By supporting a residential composting program, you will actively decrease greenhouse gas emissions, improve air, water, and soil quality, and improve food nutrition. Simultaneously, you will contribute to the betterment of our local community through meaningful job creation for those in need.

It is a win-win.

WHY KC CAN?

Our Future.

KC Can's method was developed with functionality in mind. How can we make organics diversion clean, easy, accessible, and affordable residents, businesses, and municipalities?

Our Municipal Drop-off Program meets the challenge. It allows individuals and residents to save their food scraps and bring them to a convenient, centralized drop-off site for collection and composting. For individuals who can't, or don't want to, compost at home, it's an opportunity to still participate and make a difference!

For you, it's an opportunity to support a composting program in your community at minimal cost and with minimal impact to your staff.

This program is not only committed to the environmental value of organics diversion, but woven deeply into our business model is our commitment to ensuring that environmental justice and equity are prioritized in the process.

WHY COMPOST?

Food waste accounts for more than 25% of what goes into local landfills. By composting food scraps, instead of throwing them in the trash, we turn them into a valuable resource that has multiple benefits for our community.

A Municipal food scrap drop-off program benefits residents, the city, the community, and the planet.

Resident Benefits

- Convenience
- Clean and organized system
- Equipment provided
- Support and community education provided

City of Prairie Village Benefits

- Provide a unique benefit to residents
- Enhance resident satisfaction
- Enhance city marketability as “green” and “community-focused”
- Support environmental and social impact goals

Community Benefits

- Reduce landfill use/extend landfill life
- Support local green economy
- Support green job training for under-resourced community members
- Improve local soil health and food systems

Environmental Benefits

- Reduce greenhouse emissions
- Improve soil health
- Increase carbon sequestration
- Improve food production and nutrition

MUNICIPAL PARTNERSHIP

KC Can agrees to provide:

- All necessary equipment and supplies as detailed in the Program Cost and Equipment Keys.
- Online community education sessions
- Weekly collection
- Weekly liner change
- Customer care, communications, and management
- Program promotion
- Real time diversion reports for host location
- Biannual customer care survey

City of Prairie Village agrees to:

- Pay all agreed upon program costs
- Ensure 64-gallon KC can(s) are accessible during specified hours and collection days
- Support resident education and program promotion
- Facilitate proper program awareness and education with residents, i.e., use of BPI Certified compostable liners, compost dos/don'ts
- Facilitate regular communication with KC Can's team regarding volume increases and can maintenance

POTENTIAL IMPACT

Potential Weight Diverted from the Landfill:

15,600 pounds per Drop-off Can annually.

Potential Greenhouse Gases Prevented:

10,639 net pounds of CO₂e annually per Drop-off Can.

PROGRAM PROCESS

- 1) KC Can and the City of Prairie Village will collaborate to develop program launch, promotion, and education plans and timelines.
- 2) Residents have the option to register and manage their no-cost accounts online at kccancompost.com/individuals.
- 3) Residents have the option to purchase compost kits and compostable liners from KC Can online and pick-up equipment at any one of KC Can's Equipment Distribution Partners.
- 4) When their food scrap receptacle is full, residents will tie-off their compostable liner and tip contents into the Municipal Drop-off Can.
- 5) Compostable liners are required to facilitate a clean and easy process for all users.
- 6) KC Can provides residents access to regular online education tutorials about composting and how to use the program.
- 7) KC Can will service the Prairie Village Municipal Can(s) weekly.
- 8) Residents will have access to Municipal program cans only. KC Can Member Drop-off locations are not included in the Municipal program.



SMART CANS, SMART CITY

Centralized collection programs allow individuals to compost food waste at a lower cost and with a lower environmental impact than curbside collection models.

With the Smart Can, individuals leverage a Bluetooth App to find available locations and open those locations to deposit their food scraps.

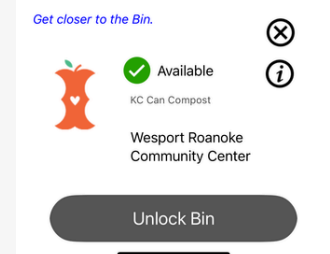
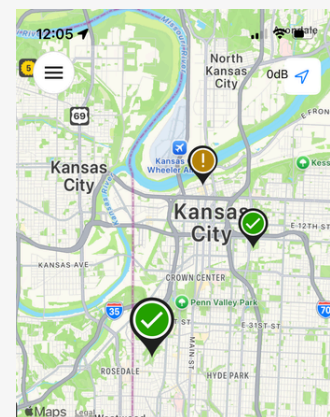
BENEFITS OF SMART CANS

- Up to 50% lower cost than similar scale curbside programs
- Reduced environmental impact
- Data and analytics collection
- Corrosion resistant materials
- Full enclosure reduces odors & pests
- No electrical access required
- Rapid deployment
- Scalable
- 24/7 access
- Hands free foot pedal
- Instructional wrap



BENEFITS OF SMART TECHNOLOGY

- Access control limits contamination
- 24/7 monitoring of fullness status
- 24/7 monitoring for access issues
- Status and issue alerting
- Fullness status provides ability to skip unnecessary pickups that reduce cost and environmental impact
- End user can view locations and status
- Detailed analytic usage and diversion tracking for municipal reporting.





PROGRAM COST - STANDARD CAN

ONE TIME FEES

\$130.00

(1) 64-gallon KC Can, equipped with lock

MONTHLY FEE PER SITE

\$220.00

Includes KC Can, weekly collection, site maintenance, compostable liners and liner changes, contamination management, sanitation, and ongoing customer service and education.

The municipality will have access to an online portal with real-time diversion totals per drop-off location.

TENTATIVE TIMELINE

KC Can and the City of Prairie Village will collaborate to develop program launch, promotion, and education plans and timelines.

Equipment Delivery
Training Session
Program Launch
Three Week Check-In

Project Implementation week 1
Implementation weeks 2 and 3
Implementation week 2
Implementation week 5



PROGRAM COST - SMART CAN

ONE TIME FEES

\$150.00

Delivery and Installation of Smart Can

MONTHLY MAINTENANCE FEE PER SMART CAN

\$312.00

Includes Smart Can, weekly collection, site maintenance, compostable liners and liner changes, smart technology and user software, contamination management, sanitation, and ongoing customer service and education.

The municipality will have access to an online portal with real-time diversion totals per drop-off location, as well as a Smart Can dashboard with usage data and analytics.

PROGRAM MILESTONES

KC Can and the City of Prairie Village will collaborate to develop program launch, promotion, and education plans and timelines.

Site preparation

Equipment Delivery

Training Session

Program Launch

Three Week Check-In

Project Implementation week 1

Implementation week 3

Implementation weeks 3 and 4

Implementation week 4

Implementation week 7

MATERIALS REFERENCE

SIGNAGE



SAMPLE FROM OUR
SUITE OF SIGNAGE

Receptacles are paired with the appropriate signage.

LINERS



All receptacles must be lined with compostable liners.

EQUIPMENT



Standard 64-gallon
Municipal Drop-off Can.



Municipal Drop-off
Smart Can.

EQUIPMENT DISTRIBUTION PARTNERS

An Equipment Distribution Partner provides a centralized location where members of a residential program can conveniently pickup equipment and liners purchased from KC Can.

Community businesses, organizations, and municipalities can become Equipment Distribution Partners.

Distribution Partnership

KC Can agrees to:

- Provide partners with supplies for distribution:
 - 1-gallon Countertop Cans
 - 5-gallon Classic Cans
 - rolls of 2-gallon liners (for the 1-gallon can)
 - rolls of 8-gallon liners (for the 5-gallon can)
- Refresh inventory weekly or as needed
- Promote Community Program

Equipment Distribution Partner agrees to:

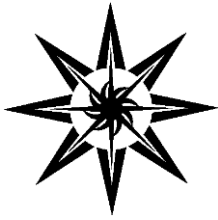
- Store the residential equipment and supplies
- Train staff in equipment distribution process
- Distribute equipment to residential customers

Process

1) Residents register, pay, and manage their personal accounts through the KC Can Compost online customer portal.

2) Residents purchase equipment and liner replacements through the KC Can Compost customer portal.

3) Residents go to any Equipment Distribution Partner and present their electronic receipt as proof of purchase. Their receipt will specify which item(s) the partner should fulfill from inventory on site.



PUBLIC WORKS DEPARTMENT

Council Meeting: April 21, 2025

CONSIDER TRAFFIC AND PEDESTRIAN SAFETY ON 66TH STREET WEST OF MISSION ROAD

BACKGROUND

This item was presented and discussed at the March 3, 2025 Committee of the Whole and Council agreed to install the speed table as well as the pedestrian beacon at the crosswalk. The Council voted to move it to the next City Council meeting for formal approval and it was subsequently approved on the Consent Agenda on April 7, 2025.

Currently, the residents bringing forth this request have approached the Councilmembers of that Ward to withdraw the request.

Staff supports the installation of the pedestrian beacon as noted in the March 3, 2025 agenda memo: Staff agreed to install a pedestrian crossing beacon. The pedestrian crossing beacon will flash in both directions when the button is pushed and will notify drivers well in advance of the crosswalk that pedestrians are present. This will also help at any other time of the day where pedestrians want to cross the road. The pedestrian beacon is currently on order and not installed yet.

The cost for the pedestrian beacon will be about \$7,000 and will be funded by the Operations Budget for Street Signs.

ATTACHMENTS

None

PREPARED BY

Melissa Prenger, City Engineer

April 17, 2025



COU2025-19

Consider Financial Contribution to Dolyna, Ukraine - Sister City

COUNCIL ACTION - APRIL 7, 2025

The Council of the Whole voted 6-5 for staff to start the process of coordinating a direct financial contribution of \$22,900 to the City of Dolyna. The City of Dolna was contacted and advised of the committee discussion and the intention to contribute the funds. Dolyna officials expressed appreciation and agreed to use the funds to buy medicine and other humanitarian goods.

RECOMMENDED MOTION

Direct staff to coordinate a direct financial contribution of \$22,900 for the purchase of medicine and other humanitarian goods.

BACKGROUND (As presented April 7th)

Mayor Mikkelson, several councilmembers, and staff recently had a zoom call with Mayor Dyriv, Dolyna, Ukraine, to touch base and discuss continued impacts to their region from the ongoing war with Russia. Although they are not close to the front lines, there are still missile and drone strikes in areas not far from their location. Unfortunately, their region has lost 80 soldiers, an additional six are being held as prisoners, and 40 soldiers are listed as *missing in action*. The loss and incarceration of these soldiers weighs heavily on the Dolyna region. Despite their plight, there is still great pride in their city and are fighting to retain their independence.

During our conversation they asked for our City to advocate on their behalf for continued federal funding as it is vitally important to stem Russian advances. We also discussed if there were any needs the City of Prairie Village could consider to help them in their continued campaign.

On March 25th, 2025, we received the attached letter requesting financial assistance in purchasing “quadcopters” aka drones which are “used to monitor large areas, detect hazards, conduct rescue operations, and deliver medicines, humanitarian and other goods as part of the war effort.”

The request would be for quadcopter unit(s) that are in current use by military units. The following models/prices are described:

1. DJI Mavic 3T Thermal - \$5,283 per unit [first choice]
2. DJI Mavic 3 Fly More Combo - \$2,474 per unit [second choice]

Staff is seeking direction from the City Council on whether to pursue funding this request.

Attachment:
Letter from Mayor Dyrub

Prepared by:

Wes Jordan
City Administrator
Date: April 17, 2025



MAVIC 3 PRO
FLY MORE COMBO WITH RC CONTROLLER

Note: The image is similar to both units



ADMINISTRATION DEPARTMENT

Council Meeting Date: April 21, 2025

2026 Decision Packages

Attached please find the 2026 Preliminary Decision Packages. These items will be discussed in detail at the May 13, 2025 Finance Committee meeting.

The Preliminary Decision Package list for the 2026 Budget includes:

Mayor/Council Submitted Items:

- Amend tax rebate program to increase income limits and increase total funding to \$100,000.

Staff Submitted Items:

- None for 2026

ATTACHMENTS: 2026 Preliminary Decision Packages

Prepared by:

Jason Hannaman

Finance Director

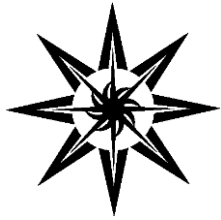
Date: April 15, 2025

2026 Decision Package Requests

Decision Package Title	Requester	Funding Source	Requested Amount	Description
Mayor/Council Submitted Items				
Expand tax rebate program	Mikkelson, Graves, Nelson	General Fund	\$ 50,000	Amend Tax Rebate Program to increase income limits to allow for households currently excluded due to income restrictions to benefit, and increase total funding to \$100,000
Staff Submitted Items				
None submitted for 2026				
Total			\$ 50,000	
<i>As of 4/14/25</i>				

Staff Decision Packages: Are specific to Department operations in providing City services. The requests have been vetted by the City Administrator and Finance Director for approval consideration.

Council Decision Packages: Are requests for consideration received by Councilmember(s) and/or the Mayor for approval consideration.



2025 Estimated Revenue and 2026 Preliminary General Fund Revenue Assumptions

Attached please find the 2026 Preliminary General Fund Revenue Assumptions presentation.

Most revenues have shown no signs of significant drops, although the rapid growth in the wake of COVID-19, particularly in sales and use tax collections appears to have leveled off. While local use tax was up 6% in 2024, the much larger local sales tax (on-premise retail sales) was down 2.7%. This was somewhat mitigated by higher county-wide sales and use tax collections, a portion of which is shared with cities.

Franchise fees have been flat or slightly decreasing as cable television subscriptions dwindle, the impact of collecting franchise fees on streaming and data services is still uncertain. While no bills passed the state legislature this year, several bills were discussed (and in some cases passed by one chamber but not the other) at the state level could impact future collections of property tax as well.

However, rising costs and inflation also affect City expenditures. The effects of construction cost increases, labor shortages, health care inflation, and vehicle and equipment supply chain challenges will lead to increased expenditures for 2026.

The Preliminary General Fund Revenue Assumptions for the 2026 Budget include:

- A projected 4.3% increase in overall General Fund revenue (\$1,276,169) over the 2025 budget, and a 2.8% growth over 2024 actuals, assuming the total mill levy is held flat.
- The Johnson County Appraiser's office projects a total assessed value increase of 6.2% for 2026. If the total mill levy were held flat at 18.326, this would result in a projected 6.5% increase in 2026 total property tax revenue over the 2025 budget.

The change from the 2025 budgeted General Fund revenues to the 2026 budget is summarized below and will be discussed more in the presentation:

Category	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Property Taxes	9,532,181	10,935,932	11,592,854	11,560,000	12,349,727
Sales Taxes	6,872,250	6,914,137	6,660,000	6,760,000	6,790,000
Use Tax	2,854,934	3,007,476	2,785,000	2,850,000	2,960,000
Franchise Fees	1,993,683	1,901,281	1,897,250	1,922,250	1,902,250
Charges for Services	2,061,196	2,212,904	2,350,100	2,357,140	2,406,500
Other	4,775,682	4,881,052	4,126,687	4,684,571	4,279,583
Total	\$ 28,089,926	\$ 29,852,783	\$ 29,411,891	\$ 30,133,961	\$ 30,688,060

As a reminder, the 2026 numbers are preliminary. As we continue to monitor revenues, projections may change.

ATTACHMENTS: Preliminary General Fund Revenue Assumptions presentation

Prepared by:

Jason Hannaman

Finance Director

Date: April 14, 2025



City of Prairie Village 2025 Estimated Revenue and 2026 Revenue Forecast

- April 21, 2025



Significant Budget Considerations

2

■ **Economic environment and state legislation**

- Many revenue sources have stabilized with minimal growth or slight decreases. Sales and use tax collections grew rapidly in 2021-2022 but have leveled off. Inflationary pressures on durable goods and contract services remain.
- While no major property tax bills were passed by the Legislature this year, several were discussed and, in some cases passed one chamber or the other. They are likely to return in 2026.

■ **Property Taxes**

- Represents approximately 41% of total General Fund revenues
- Projections for 2026 budget are based on the total 2025 mill levy rate of 18.326, which was held flat from the year prior.
- Valuation detail for properties in the Meadowbrook TIF area are not yet available, but appear to be flat in total. It is now anticipated that Meadowbrook TIF bonds will be paid off in 2027.

■ **Franchise Fees**

- Expected to be flat due to ongoing trends, particularly in cable and telephone services.



Significant Budget Considerations

3

▣ Sales and Use Tax

- Slight decrease is projected in 2025, with limited growth for 2026. On-premise sales in the City in particular were down nearly 3% in 2024, while slight increases in county-wide sales and local use tax helped offset this. Budgeting using a three-year weighted average to be conservative
- Reliance on “top ten” businesses that make up approximately half of sales tax revenue
- Does not appear at this time that state discussions of removal of local food taxes will pass

▣ Motor Vehicle and Gas

- Used 2025 budget numbers (2026 estimates are not available yet, but have been mostly flat)

▣ Charges for Services

- Mostly made up of Mission Hills PD contract, so any increased revenue is driven by increased cost.

▣ Cost pressures continuing

- Construction cost inflation has eased somewhat, but technology items like body cameras and radios as well as insurance continue to have significant increases
- Delivery timelines for heavy equipment are long and price increases are high



General Fund Preliminary Revenues

4

General Fund					
	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Fund Balance 1/1	11,079,422	11,317,714	9,699,300	10,752,750	9,361,819
Property Taxes	9,532,181	10,935,932	11,592,854	11,560,000	12,349,727
Sales Taxes	6,872,250	6,914,137	6,660,000	6,760,000	6,790,000
Use Tax	2,854,934	3,007,476	2,785,000	2,850,000	2,960,000
Motor Vehicle Tax	827,826	816,783	831,586	827,600	837,600
Liquor Tax	208,944	218,200	219,262	219,262	219,262
Franchise Fees	1,993,683	1,901,281	1,897,250	1,922,250	1,902,250
Licenses & Permits	961,735	1,119,183	920,025	996,700	1,001,700
Intergovernmental	-	13,109	-	415,000	-
Charges for Services	2,061,196	2,212,904	2,350,100	2,357,140	2,406,500
Fines & Fees	684,269	667,995	683,700	608,700	683,700
Recreational Fees	501,225	564,439	480,500	480,500	480,500
Interest on Investments	504,134	539,437	239,679	375,000	239,679
Miscellaneous	487,549	341,905	151,935	161,809	217,142
Transfer from Stormwater	600,000	600,000	600,000	600,000	600,000
Total Revenue	\$28,089,926	\$29,852,783	\$29,411,891	\$30,133,961	\$30,688,060



Estimated Value of One Mill

5

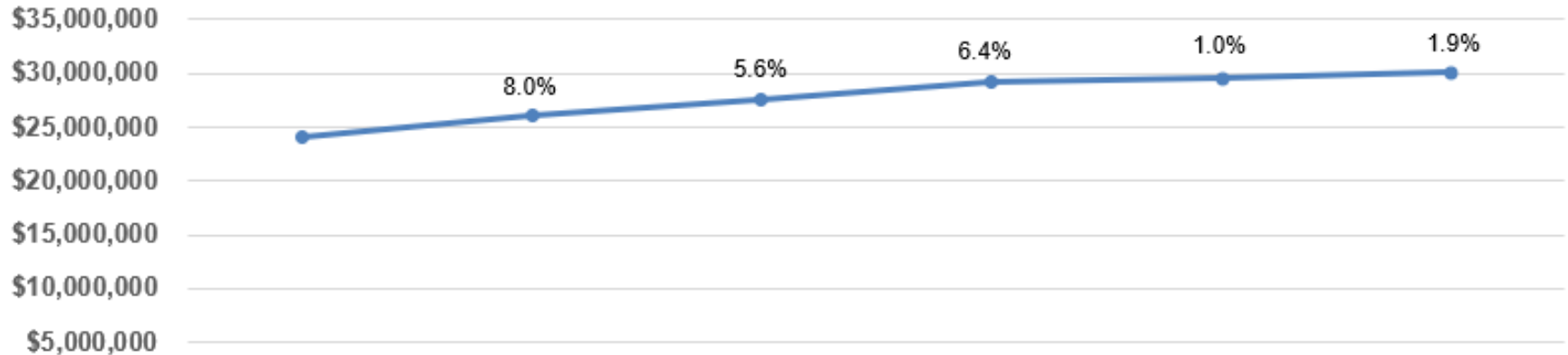
Estimated Value Of One Mill For 2025 (Total Mill Rate = 18.326)		
		Median PV Home
The estimated value of one mill would be:	\$675,130	(annual amount)
1/10 mill	\$67,513	\$4.65
1/4 mill	\$168,783	\$11.63
1/2 mill	\$337,565	\$23.26
3/4 mill	\$506,348	\$34.89
1 mill	\$675,130	\$46.52
1.25 mill	\$843,913	\$58.15
1.5 mill	\$1,012,696	\$69.78
1.75 mill	\$1,181,478	\$81.41
2 mill	\$1,350,261	\$93.04



General Fund Revenue

6

Total General Fund Revenue 2021 - 2026 Projected



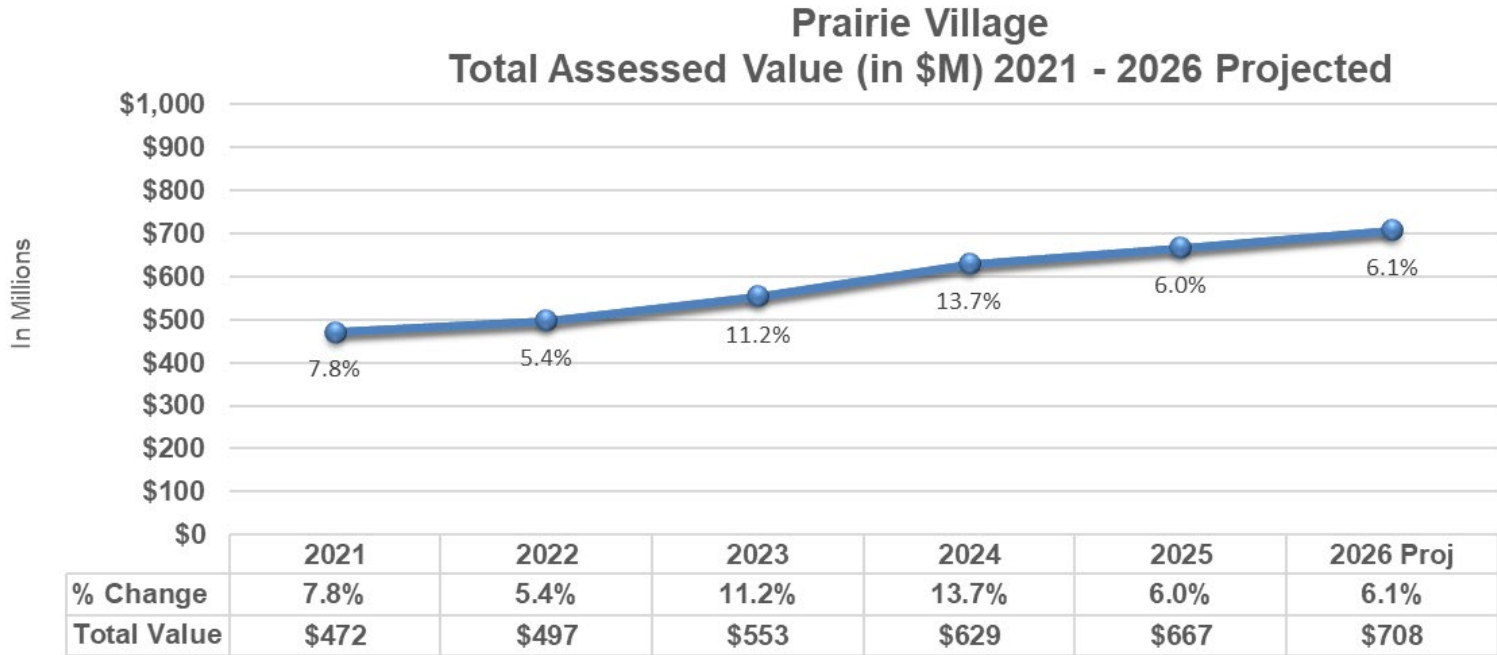
\$0	2021	2022	2023	2024	2025 Estimate	2026 Proj
Total	\$24,081,897	\$26,017,806	\$27,489,926	\$29,252,783	\$29,533,961	\$30,088,060

**General Fund Revenues Excluding Transfers*



Assessed Value

7





Property Tax

8

Property Tax- All Funds
2021 - 2026 Projected



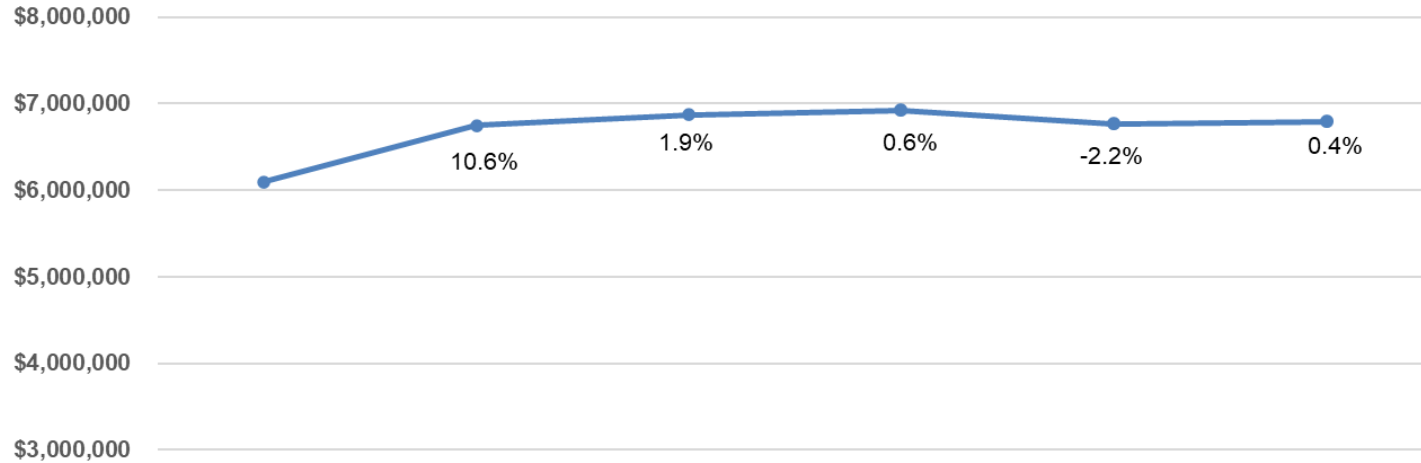
	2021	2022	2023	2024	2025 Budget	2026 Proj
Total	\$8,667,704	\$9,138,008	\$9,532,181	\$10,935,932	\$11,592,854	\$12,349,727
General Fund Mill Levy Rate	19.311	19.312	18.309	18.325	18.326	18.326



Sales Tax

9

Total Sales Tax
2021 - 2026 Projected



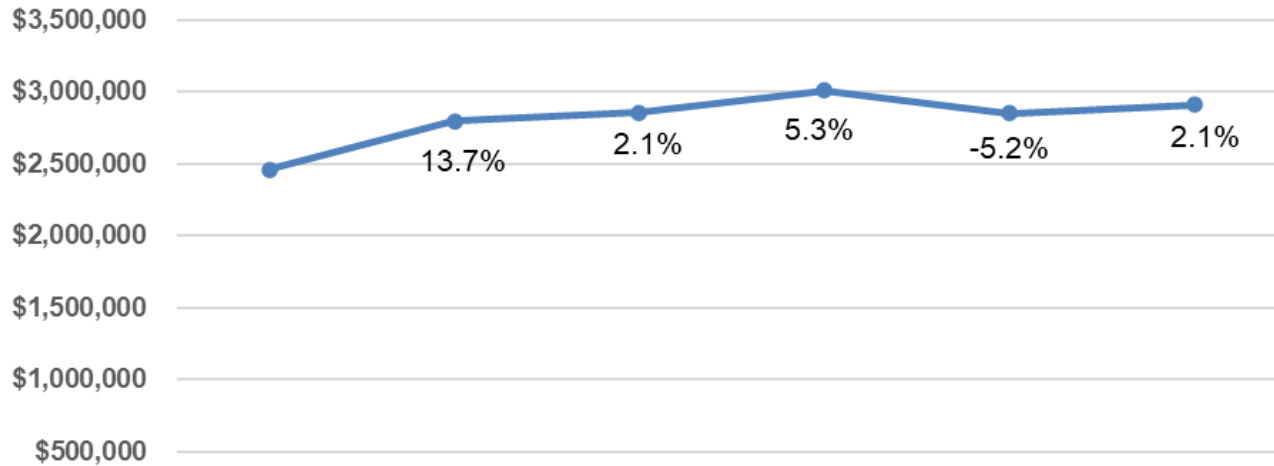
	2021	2022	2023	2024	2025 Estimate	2026 Proj.
Total	\$6,098,163	6,746,703	6,872,250	6,914,137	6,760,000	6,790,000



Use Tax

10

**Total Use Tax
2021 - 2026 Projected**



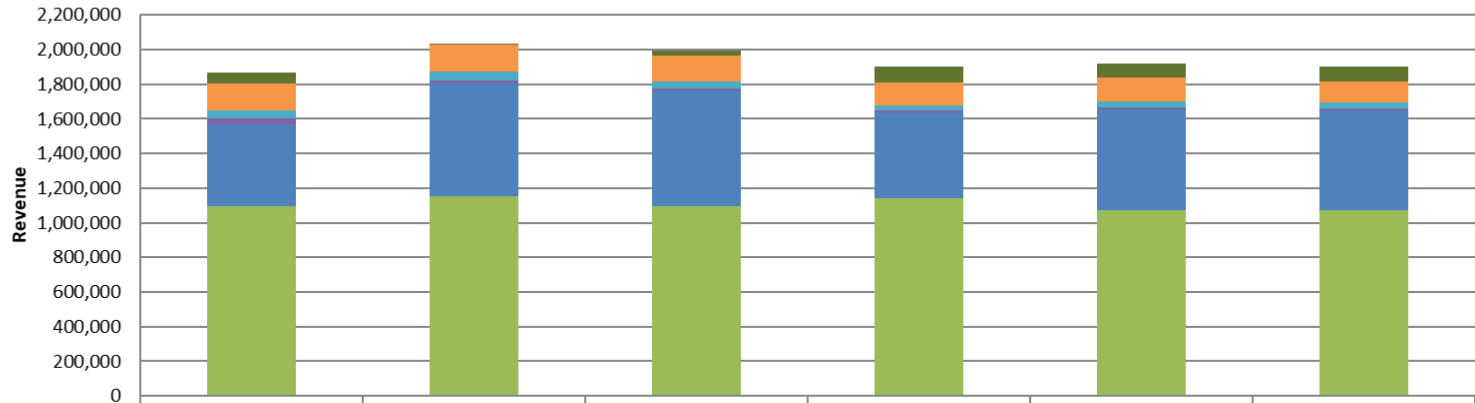
	2021	2022	2023	2024	2025 Estimate	2026 Proj
Total	\$2,458,591	\$2,795,524	\$2,854,934	\$3,007,476	\$2,850,000	\$2,910,000



Franchise Fees

11

**Franchise Fee Detail
2021 - 2026 Projected**



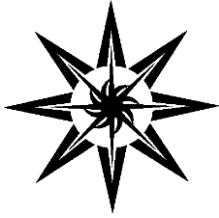
Google Fiber	67,590	4,399	28,779	91,255	85,000	85,000
Spectrum (Time Warner)	153,513	158,505	147,460	132,432	135,000	125,000
AT&T Video	47,432	51,335	39,956	31,721	35,000	30,000
AT&T Telephone	33,257	13,921	12,056	8,990	12,000	12,000
Kansas Gas	469,856	655,457	671,497	498,093	580,000	580,000
Evergy (Fmr KCPL)	1,097,527	1,150,330	1,093,550	1,138,627	1,075,000	1,070,000



Next Steps

12

- May 5th - Council Meeting: CIP Discussion and Annual Road Condition Report
- May 13th - Finance Committee Meeting (4pm to 6pm)
 - First Draft of 2026 Budget and Decision Packages
- May 22nd - Finance Committee Meeting (4pm to 6pm)
 - Continued Discussion
- June 2nd - Council Meeting: Preliminary 2026 Budget presented to Council
- July 7th - Council Meeting: Resolution to Exceed Revenue Neutral Rate (if applicable)
 - Permission to Publish the 2026 Budget
 - *Must send notice if exceeding the tax neutral rate to the County Clerk by July 20th (SB 13)*
- August 10th - County sends notification to taxpayers (*If exceeding Revenue Neutral Rate*)
- September 2nd - Budget Hearing / Adopt 2026 Budget (*If exceeding Revenue Neutral Rate*)



COU2025-20

VILLAGEFEST COMMITTEE

Council Meeting Date: April 21, 2025

Consider funding for VillageFest in the 2026 budget

BACKGROUND

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

Attendance at VillageFest has continued to grow through the years. We attracted an estimated 4,500 attendees in 2024. We anticipate crowds of a similar size in 2025 to those seen in the past two years.

In 2026, however, the FIFA World Cup will be playing matches in Kansas City over the July 4 weekend. (July 4 falls on a Saturday in 2026.) As one of the only large scale events being held in the morning hours of July 4 in the area, we must plan for an increase of visitors to our event.

This would require an increase in capacity for all our existing attractions. Our working estimate for that increase in capacity is to accommodate an additional 700 attendees, roughly +15%.

2026 also marks the 75th Anniversary of the founding of Prairie Village. Although we do not anticipate this will cause an increase in attendance at VillageFest, we would like to integrate anniversary branding into our VillageFest staff and volunteer tshirts, attendee giveaways and signage.

A detailed budget from 2022 - 2025, with estimates for 2026, is attached. The planning process for the 2025 VillageFest event is currently underway, and not all expenses are final. Bids from long-time vendors to VillageFest including Fun Services, face and hair painters, and KC Wolf all showed increases over 2024, primarily in labor costs, but also in an effort to add capacity to attractions, where prudent, to keep lines and waiting times manageable.

Our mechanical ride and bounce house supplier gave us 2024 pricing for 2025 because we booked and confirmed them on July 5, 2024. They have already advised us that 2025 pricing, which we intend to book and confirm for 2026 in July 2025, will be higher.

Our current plan is to add an additional large mechanical ride, two inflatable attractions, add one face painter, a foam party with three scheduled times, photo booth, and three carnival style games with free base/midrange/premium prizes, branded with VillageFest/75th Anniversary.

We intend to pursue a display of vintage vehicles (1950s, if available, to reflect the 75th Anniversary).

The quote for ChrisCakes reflects a 100 plate increase to the guaranteed minimum servings, with a commensurate increase in revenue, as the pancake breakfast is not a free event.

The committee respectfully requests a \$46,000 allocation for VillageFest in 2026. This represents an 18% increase over 2025.

ATTACHMENTS

VillageFest Budget 2022-2025

PREPARED BY

J.D Kinney
Special Events Coordinator

March 7, 2025

VillageFest Budget 2022 - 2026

VILLAGEFEST EXPENSES											
Item/Activity	2026 Budget		2025 Budget	2024 Actual	2023 Actual	2022 Actual					
	Proposed										
Entertainment											
Mr. Stinky Feet	\$	1,650	\$	1,600	\$	1,600	\$	1,600	\$	1,600	
MultiPhonic/Generator/Sound	\$	3,500	\$	3,389	\$	3,389	\$	2,800	\$	2,800	
DJ Services	\$	950	\$	900	\$	900	\$	900	\$	800	
Kristy Lambert	\$	100	\$	100	\$	100	\$	100	\$	100	
Total Entertainment	\$	6,200	\$	5,989	\$	5,989	\$	5,400	\$	5,300	
Family Activities											
Petting Zoo	\$	2,100.00	\$	2,050.00	\$	1,600.00	\$	1,600.00	\$	1,670.00	
Pony Rides	\$	-	\$	3,120.00	\$	1,500.00	\$	1,500.00	\$	1,670.00	
Fun Services Inflatables	\$	5,000.00	\$	4,295.00	\$	4,268.08	\$	4,070.00	\$	3,140.00	
Fun Services Mechanical	\$	12,000.00	\$	10,555.00	\$	10,555.00	\$	7,955.18	\$	8,800.74	
Sister Act Face Painting	\$	3,415.00	\$	2,820.00	\$	2,820.00	\$	2,300.00	\$	2,100.00	
Sister Act Wacky Hair	\$	975.00	\$	940.00	\$	940.00	\$	920.00	\$	840.00	
Sister Act Bubble Guy	\$	725.00	\$	700.00	\$	700.00	\$	700.00	\$	700.00	
Sister Act Ballon Twister	\$	1,200.00	\$	1,080.00			\$	320.00	\$	320.00	
Foam Party	\$	500.00									
Fun Services Carnival Games	\$	500.00									
Fun Services Photo booth	\$	800.00									
Pie Contest	\$	475.00	\$	525.00	\$	321.96	\$	452.33	\$	420.81	
Kids Craft	\$	500.00	\$	500.00			\$	449.71	\$	650.00	
History Display	\$	500.00							\$	11.00	
Mr. Bones	\$	900.00	\$	900.00	\$	900.00	\$	800.00	\$	800.00	
KC Wolf	\$	575.00	\$	550.00	\$	525.00	\$	500.00	\$	450.00	
Air dancers	\$	150.00									
Slip & Slide	\$	650.00	\$	725.00	\$	659.36	\$	272.22	\$	538.62	
Little Village	\$	350.00	\$	350.00	\$	398.71			\$	345.41	
Total Family Activities	\$	31,315	\$	29,110	\$	25,188	\$	21,839	\$	22,456.58	
Pancake Breakfast											
Chris Cakes	\$	6,000.00	\$	5,300.00	\$	5,199.00	\$	5,452.00	\$	3,892.00	
Starbucks	\$	650.00	\$	560.00	\$	421.81	\$	268.94	\$	263.94	
Start-up Cash	\$	300.00	\$	250.00	\$	200.00	\$	100.00			
Total Pancake Breakfast	\$	6,950	\$	6,110	\$	5,821	\$	5,821	\$	4,155.94	
Advertising											
Banner/Printing/yard sign	\$	750.00	\$	450.00	\$	320.06	\$	432.73	\$	377.70	
Total Advertising Budget	\$	750	\$	450	\$	320	\$	433	\$	377.70	
Supplies/Misc. Expenses											
Stage	\$	1,300.00	\$	1,277.00	\$	1,277.00	\$	1,127.00	\$	1,027.00	
Give-aways	\$	2,500.00	\$	400.00	\$	97.74	\$	1,897.95	\$	82.97	
Community Service Awards	\$	150.00	\$	150.00	\$	50.00	\$	100.00	\$	150.00	
VF Shirts	\$	950.00	\$	-	\$	312.03			\$	763.00	
Tents and Tables	\$	1,050.00	\$	2,100.00	\$	484.44			\$	-	
Volunteer Hospitality	\$	750.00	\$	700.00	\$	616.90	\$	719.58	\$	658.87	
Potty Vendor			\$	-			\$	655.00	\$	-	
Total Supplies	\$	6,700	\$	4,627	\$	2,838	\$	4,500	\$	2,681.84	
Vintage Vehicles							Planes				
Vintage Flyover									\$	1,000.00	
Vintage Vehicles	\$	350.00	\$	300.00			\$	100.00			
Huey Helicopter	\$	500.00	\$	500.00	\$	500.00	\$	500.00	\$	500.00	
Total Vintage Vehicles	\$	850.00	\$	800.00	\$	500	\$	600	\$	1,500.00	
TOTAL		\$	52,765	\$	47,086	\$	40,656	\$	38,593	\$	36,472.06
INCOME											
Revenue											
City Budget Allocation	\$	46,000.00	\$	39,000.00	\$	37,000.00	\$	35,000.00	\$	28,002.00	
Vendor Fees			\$	-	\$	1,750.00	\$	1,500.00	\$	2,850.00	
Pancake Breakfast	\$	6,000.00	\$	5,300.00	\$	4,190.06	\$	5,270.00	\$	3,190.00	
TOTAL:		\$	52,000	\$	44,300	\$	42,940.06	\$	41,770.00	\$	34,042.00



JAZZFEST COMMITTEE

City Council Meeting Date: April 21, 2025

COU2025-21

Consider funding for Jazz Fest in the 2026 budget

BACKGROUND

2026 will mark the 15th Prairie Village Jazz Festival on the Saturday following Labor Day. The Jazz Fest Committee is planning for a live, in-person event in Harmon Park on September 12, 2026.

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

A typical JazzFest costs roughly \$63,000 to produce. Ideally, the JazzFest accounts should have at least \$25,000 in them to start the season, based on gate and beverage revenue derived from previous festivals. That, added to the \$35,000 budget allocation the event has received annually from the City since 2022, should be sufficient to fund JazzFest.

The 2023 and 2024 events both enjoyed good weather and large crowds. As the 2025 event planning began, the JazzFest accounts contained just more than \$42,000. It is the intent of the JazzFest Committee to draw only what is needed from the 2025 budget allocation to cover 2025 costs. This may leave up to \$15,000 of the \$35,000 2025 allocation unspent.

The JazzFest Committee is committed to taking this approach when possible. Whether this approach may be repeated in future years will depend upon: the amount of revenue generated in one or more prior years, increases in the cost to produce JazzFest that cannot be offset by gate or beverage sales revenue, or the decision of the Committee to contract a major artist or add a significant new element to the event.

Because of the unpredictability of the elements previously described, the JazzFest Committee respectfully requests a 2026 allocation in the amount of \$35,000 to supplement a consistent base on which the festival can operate.

ATTACHMENT

JazzFest Budget 2023 - 2025, 2026 proposed

PREPARED BY

J.D. Kinney
Special Events Coordinator

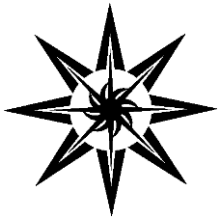
April 3, 2025

JAZZFEST ANALYSIS

		2026 Budget		2025 Budget		2024 Actual
INCOME						
Budget allowance from PV*	\$	35,000	\$	20,000	\$	35,000
Opening Balance	\$	25,000	\$	42,617	\$	35,628
Sponsorships and donations	\$	3,500	\$	3,500	\$	4,376
Total Income before Event	\$	63,500	\$	66,117	\$	75,004
Admission Fees	\$	9,500	\$	9,500	\$	12,816
Tips	\$	400	\$	400	\$	429
Misc Sales	\$	-	\$	-	\$	-
Beverage Sales	\$	9,500	\$	9,500	\$	11,792
Total Income Day of Event**	\$	19,400	\$	19,400	\$	25,037
Total Income	\$	82,900	\$	85,517	\$	100,042
EXPENSES						
Talent	\$	16,800	\$	15,250	\$	12,100
Stage/Audio Equipment	\$	22,250	\$	21,450	\$	20,910
Tent/Furniture Rental	\$	2,375	\$	2,275	\$	2,531
Advertising/marketing	\$	6,175	\$	5,984	\$	5,968
Banners/Yard Signs	\$	2,100	\$	1,835	\$	1,207
Catering & Food	\$	975	\$	900	\$	824
Event Expenses	\$	12,700	\$	11,525	\$	11,446
Sales Expenses	\$	5,860	\$	5,760	\$	5,556
Total	\$	69,235	\$	64,979	\$	60,542

*It is anticipated that although the budget allowance for 2025 from the City was \$35,000, only \$20,000 will be needed.

**Day of event income becomes seed money for the next year's festival



COU2025-22

Consider Approval of 2026 Proposed Arts Council Funding

BUDGETARY CONSIDERATION

The Arts Council is requesting \$15,000 for the Arts Council budget and a \$10,000 contribution to the Public Arts Fund for 2026. These are funded through the Transient Guest Tax (TGT) fund.

In 2025, the City Council approved \$10,000 for the Art Council's budget and \$10,000 for the Public Arts Fund. The remainder of the Art Council's revenues come from entry fees, donations, and art sales each year. Due to cancelled events and a carryover balance from 2020 and 2021, the Arts Council had reduced its request for the 2023 - 2025 budgets and utilized a portion of its cash reserves.

For 2026, the Arts Council is requesting an increase from \$10,000 to \$15,000 for the arts council budget. The primary driver is the increasing cost of food and supplies at events. Additionally, the Arts Council continues to implement its strategic plan which includes additional training and potential new initiatives.

The Arts Council's core activities are its bi-monthly openings in the RG Endres Gallery in City Hall and at the Meadowbrook Clubhouse, as outlined in the attached calendar. The Arts Council continues to need funds to support their regular programs, which includes the following:

- State of the Arts (juried annual competition)
- Art of Photography (juried annual photography competition)
- The Prairie Village Arts Fair sponsorship
- Bi-Monthly Art Exhibits
- Shooting Starts sponsorship
- Presence at City events including Jazzfest and Villagefest

In addition to the activities above, the Public Arts Fund was created in 2023 and has been accumulating a balance for a future arts purchase.

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

Attachments:

- 2024 Year-End Financial Report
- 2025 Events Calendar
- 2026 Proposed Budget

PREPARED BY

Nickie Lee

Deputy City Administrator

Date: March 27, 2025

PV Arts Council 2024 Budget - December Financial Report

Starting Balance as of 12/31/2023 =
\$11,577

Revenues

Description	2024 Budget	2024 Actual
Donations	\$ 5,000	\$ 2,213
City Contribution	10,000	10,000
Entry Fees	9,000	4,502
Art Sales	-	1,290
Interest Income	10	4
Miscellaneous	-	22
Total	\$ 24,010	\$ 18,031

Expenditures

Description	2024 Budget	2024 Actual
State of the Arts	\$ 6,700	\$ 6,725
Marketing	4,800	1,869
Website	1,200	21
Jazz Fest Event	500	-
Bi-Monthly Receptions	2,000	1,480
Art of Photography Event	4,410	6,175
Gallery Maintenance	1,000	-
Shooting Stars	1,400	1,400
Art Walk	1,000	660
Balance Xfer to Public Arts	5,000	-
Training	-	1,614
PV Art Fair	1,000	1,500
Total	\$ 29,010	\$ 21,444

12/31/2024 =
\$8,164

ARTIST RECEPTIONS & EXHIBITS

Galleries:

R.G. Endres at City Hall, 7700 Mission Road
Meadowbrook Clubhouse at Meadowbrook Park,
9101 Nall Avenue

January 15, 7-8PM | Endres

John Keeling & DJ Matheny

R.G. Endres Gallery | 1/13 - 3/07/2025

Aimee Fresia, Lisa Healey & Jean McGuire

Meadowbrook Clubhouse | 11/02/2024 - 3/07/2025

March 12, 7-8PM | Endres

Kevin Kelly & Elnora Nokes

R.G. Endres Gallery | 3/10 - 5/09/2025

Meadowbrook Clubhouse | 3/10 - 7/11/2025

**May 14, 7-8:30PM
Endres**

R.G. Endres Gallery

5/12 - 7/11/2025



Kevin Kelly & Elnora Nokes
Continues at Meadowbrook Clubhouse

July 16, 7-8PM | Endres

Don James & Mary Brooks

R.G. Endres Gallery | 7/14 - 9/12/2025

Meadowbrook Clubhouse | 7/14 - 11/7/2025

**Sept. 17, 7-8:30PM
Endres**

R.G. Endres Gallery

9/15 - 11/7/2025



Don James & Mary Brooks
Continues at Meadowbrook Clubhouse

November 12 | location TBA

Yeqiang Wang

R.G. Endres Gallery | 11/10 - 1/09/2026

Meadowbrook Clubhouse | 11/10 - 3/13/2026

January 14, 7-8PM | Endres

Tom Arnhold & Lisa Ervin

R.G. Endres Gallery | 1/12 - 3/13/2026

Yeqiang Wang
Continues at Meadowbrook Clubhouse

● **APRIL 6**

SHOOTING STARS GALA**

NERMAN MUSEUM, JCCC
WWW.ARTSJOCO.ORG

● **MAY 30 - JUNE 1**

PRAIRIE VILLAGE ART SHOW**

SHOPS AT THE VILLAGE | WWW.PVARTSHOW.COM

● **SEPTEMBER 6**

PRAIRIE VILLAGE JAZZFEST**

HARMON PARK | WWW.PVKANSAS.COM

PV Arts Council 2026 Proposed Budget

**Projected Starting Balance as of 12/31/2025 =
\$2,484**

Revenues

Description		2026 Budget
Donations	\$	2,000
City Contribution		15,000
Entry Fees		5,500
Interest Income		20
Total	\$	22,520

Expenditures

Description		2026 Budget
State of the Arts	\$	6,650
Marketing		2,000
Website		25
Bi-Monthly Receptions		2,000
Art of Photography Event		6,200
Arts Council/Shooting Stars		1,400
PV Art Fair		1,500
Miscellaneous		3,000
Total	\$	22,775

**12/31/2026 =
\$2,229**



DIVERSITY COMMITTEE

City Council Meeting Date: April 21, 2025

COU2025-23

Consider approval of the Diversity Committee budget request for 2026

BACKGROUND

At their March 11, 2025 meeting, the Diversity Committee approved a motion requesting \$11,500 for the Committee's 2026 budget.

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

Funding requests for Juneteenth in 2026 remained the same at \$15,000.00.

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

For 2026, the Diversity Committee respectfully requests funding in the amount of \$26,500.00. \$11,500 for the Committee budget and \$15,000 for the Juneteenth Celebration.

ATTACHMENTS

Budget document

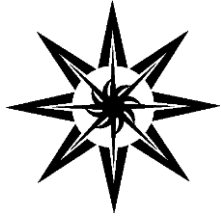
PREPARED BY

Tim Schwartzkopf
Assistant City Administrator
April 3, 2025

Diversity Committee Budget - 2026

	2026 budget	2025 actuals	2025 budget	2024 actuals	2024 budget	2023 actuals	2023 budget	2022 actuals	2022 budget
Item/Activity									
MLK Celebration	\$2,500.00	\$2,245.40	\$2,500.00	\$2,007.25	\$2,000.00	\$128.00	\$1,250.00	\$1,845.96	
Juneteenth Celebration	\$15,000.00		\$15,000.00	\$16,272.08	\$15,000.00	\$14,997.92	\$15,000.00	\$6,056.13	
Hispanic Heritage Event	\$2,500.00		\$0.00	\$2,564.80					
Town Hall Events	\$4,000.00		\$5,000.00	\$955.00	\$3,600.00	\$5,462.78	\$3,600.00	\$1,234.03	
"One and Done" Projects	\$2,000.00		\$1,800.00	\$2,661.00	\$2,500.00	\$0.00	\$2,500.00	\$0.00	
Miscellaneous	\$500.00		\$2,500.00	\$169.36	\$2,500.00	\$1,903.67	\$2,000.00	\$131.29	
Total	\$26,500.00		\$26,800.00	\$24,629.49	\$25,600.00	\$22,492.37	\$24,350.00	\$9,267.41	\$10,000.00
Removed from Committee Budget									
VillageFest	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$0.00	
PV Art Fair	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$0.00	
JazzFest	\$0.00		\$500.00	\$0.00	\$500.00	\$0.00	\$1,500.00	\$0.00	
BIPOC Playdates	\$0.00		\$200.00	\$0.00	\$1,400.00	\$38.24	\$1,400.00	\$514.90	

NOTE: One and done project was Interpretive Panel (2024)



ADMINISTRATION

City Council Meeting Date: April 21, 2025

COU2025-24

Consider Approval of the Environmental Committee 2026 Budget Request

BACKGROUND

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

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

The Committee continues to shape initiatives to meet the Cities Race to Zero commitment established in 2021, which is now informed by the municipal climate action plan for Prairie Village that was adopted in 2023.

The committee's approved budget for 2025 is \$8,000. For 2026, the committee requests a budget of \$10,900, for an overall increase of \$2,900. This increase includes a \$500 increase in marketing and promotions, \$500 for the community gardens to help with supplies and maintenance, and \$2,000 for a new grant program. The budget request also includes a \$100 decrease in the management reserve.

The key addition to the 2026 budget request is a pilot program for the Educational Institution Sustainability Grant. The purpose of this pilot program is to advance environmental sustainability practices in Prairie Village schools, so our children can learn more about the health, environmental, and social benefits that come with innovative and sustainable solutions for energy efficiency, landscaping, water use, and air quality. By providing a small grant to support these efforts by staff, students, and patrons, this program will engage school communities to improve the natural and built environments of Prairie Village and serve as an example to our residents and neighboring communities on how to achieve better value through an approach that equally prioritizes cost, health, and performance in the spaces and places where we live, learn, work, and play.

For 2026, the Committee requests a budget of \$10,900 to be used in the following manner:

2026 Environmental Committee Budget		
Budget Item	Estimated Cost	Additional Info
<i>OP Recycling Extravaganza Partnership</i>	<i>\$1,400</i>	<i>Sponsorship costs</i>
<i>EC Info Promotions/Marketing</i>	<i>\$1,500</i>	<i>Initiatives/Events: VillageFest, JazzFest, Go Green, OP Recycling Extravaganza, Climate Summit sponsorship, Volunteer outreach</i>
<i>Waste Diversion Program</i>	<i>\$3,000</i>	<i>Composting for Village Fest and Jazz Fest</i>
<i>NEJC Shredding/E-cycle event</i>	<i>\$1,000</i>	<i>Sponsorship Cost</i>
<i>Supplies for Events</i>	<i>\$500</i>	<i>seed balls, kids craft, recycle right stickers, native plant displays</i>
<i>Community Gardens</i>	<i>\$500</i>	<i>Supplement residents' efforts to make improvements, perform maintenance, and provide local food distribution from the Community Gardens in Harmon Park and Global Montessori.</i>
<i>School Sustainability Grant Program</i>	<i>\$2,000</i>	<i>Advance environmental sustainability practices in Prairie Village schools, so our children can learn more about the health, environmental, and social benefits that come with innovative and sustainable solutions for energy efficiency, landscaping, water use, and air quality.</i>
Total	\$9,900	
Management Reserve	\$1,000	
Grand Total	\$10,900	

ATTACHMENTS

Prairie Village Educational Institution Sustainability Grant_revised 2.2025.docx

PREPARED BY

Greg Shelton, City Council Member/Environmental Committee Chair
& Ashley Freburg, Environmental Committee Staff Liaison

Date: April 8, 2025

Prairie Village Educational Institution Sustainability Grant

The purpose of Educational Institution Sustainability Grant program is to advance environmental sustainability practices, including through energy efficiency upgrades, sustainable landscaping, water use reduction, and air quality improvements. By providing a small grant to support environmental efforts by staff, students, and patrons, the Prairie Village Educational Institution Sustainability Grant will engage school communities in improving the natural and built environments of Prairie Village and can then serve as an example to our residents and neighboring communities.

- The project must be at an accredited school located in the city limits of Prairie Village—public or private, preschool or K-12.
- Application requires a narrative statement about the purpose of the project and its expected alignment with the City's climate action plan through environmental sustainability and/or carbon reduction goals (<2 pages), as well as a project budget and a budget rationale for the grant request amount, not to exceed \$500. Applications may come from school staff or official organizations representing the school, such as the parent association (PTA or other) or governance board.
- Total educational institution sustainability grants in Prairie Village will not exceed \$2000/year. Deadlines for grant requests are September 15th and February 15th of each school year. Each school can only receive one grant award per year, so schools are encouraged to collaborate internally to submit only one application from their school. If applications for more eligible projects are received than funds allow, priority will be on awards to schools that have not received one in previous years.
- Eligible improvements include, but are not limited, to the following: enhancements to facilitate transition to/incorporation of solar power and/or wind power, solid waste reduction (composting/recycling infrastructure), property upgrades to facilitate low-emission school transit (idle-free zones, bike racks, crosswalks), installation of water-filling stations/water coolers, tree planting, school garden, and/or other native plantings.
- The Prairie Village arborist will consult on tree plantings to ensure they meet the standard for native, non-invasive species.
- All improvement projects must meet the requirements of the 2021 IECC and/or the attached specifications, whichever results in the greatest energy efficiency and must conform to the City of Prairie Village municipal code.
- The Building Official is granted the authority to determine if a proposed project meets the overall eligibility and purpose of the grant program.
- Schools will receive reimbursement for expenses incurred in approved projects, following submission of receipts and brief documentation of any adjustments to approved plan.

MAYOR'S ANNOUNCEMENTS
Tuesday, April 21, 2025

JazzFest Committee	04/22/2025	5:30 p.m.
Environmental Committee	04/23/2025	5:30 p.m.
VillageFest Committee	04/24/2025	5:30 p.m.
Arbor Day event (at Harmon Park)	04/26/2025	10:00 a.m.
City Council	05/05/2025	6:00 p.m.

=====

INFORMATIONAL ITEMS
April 21, 2025

1. Parks and Recreation Committee meeting minutes – January 8, 2025
2. Diversity Committee meeting minutes – March 11, 2025

PARKS AND RECREATION COMMITTEE

4:00 p.m. | January 8, 2024

City Hall

MINUTES

Attendance: Chairperson Terrence Gallagher, Matt Geary, David Gleason, Diane Mares, Caety Meyer, Matthew Moeder, Jay Moorman, Kevin Murphy, Assistant City Administrator Meghan Buom, Field Superintendent James Carney

Public Participation: NONE

Reports

1. Chairperson's Report – Chairperson Terrence Gallagher was happy to see the parks in heavy use with families enjoying the snow. He reminded committee members that all shoveling in the parks occurs after the roadways are cleared. New committee appointments will be made soon, and he wished the committee well should he not be reappointed to the chairmanship. There are currently three committee vacancies and new appointments will be made in February.
2. Recreation Report – Meghan Buom reported that Daniel Jackson and Suzanne McCullough will be returning to the pool this summer. Suzanne will oversee the administration of hiring, payroll and programs as aquatics supervisor and Daniel will oversee the pool operations as pool manager. Other seasonal positions have been posted and recruitment efforts have started. In the offseason, Daniel completed the American Red Cross Lifeguard Instructor Training, bringing the last piece of guard training entirely in house.
3. Public Works Report – Due to the blizzard, there was no update from Public Works. Mr. Gallagher acknowledged the hard work of the department over the last week.

Consent Agenda

1. Minutes from November 13, 2024 – Jay Moorman moved to approve the minutes from the November meeting. Caety Meyer seconded the motion and it passed unanimously.

Old Business

New Business

1. Summer Recreation Program Agreements
 - a. JCPRD Agreements – Ms. Buom outlined the JCPRD summer day camp and tennis agreements. There are no substantive changes to the programs in 2025 Kevin Murphy moved to approve the agreement. The motion was seconded by Diane Mares and passed unanimously.

- b. SuperPass Interlocal Agreement/Swim Meet Letter of Understanding – Ms. Buum outlined the interlocal agreements. There are no substantive changes to the program in 2025. Diane Mares moved to approve the agreements. The motion was seconded by Kevin Murphy and passed unanimously.
2. Fee Schedule – Ms. Buum presented the 2025 Fee Schedule. There are no proposed changes to the fees in 2025 since they were adjusted in 2023 and are still comparable to peer cities. Jay Moorman moved to approve the 2025 fee schedule. Caety Meyer seconded the motion and it passed unanimously.
3. Park Policy Review – Ms. Buum presented proposed changes to Council policies related to the Parks and Recreation Committee’s oversight. Council policies are written policies that define a method of action to be taken by the City of Prairie Village. These policies are designed to focus on solving immediate problems and prevent future problems; preserve the governing body’s legal authority; clarify council/staff relations; officially express municipal objectives; provide guidance and direction to city employees; and foster stability and continuity. The governing body makes policy and decides “what will be done.” Administrative staff members decide how to carry out the will of the governing body.

Ms. Buum completed a comprehensive review of the policies and procedures on the relevant committee policies, and seeks input from the Parks and Recreation Committee prior to final approval from the Governing Body. Many of the changes are not substantive and reflect current city practices, such as title or responsibility changes, programing changes, technology improvements, and edits for clarity.

Certain policies had more substantial changes:

- CP509 – The removal of the lap lane restrictions reflect a change that was adopted by the committee upon review of the pool rules several years ago, but had not been changed in policy
- CP513 – This policy reflects the current practice of the city, which has been established for several years but was not updated in policy. As a recruitment tool and for more operational control, the City took all lifeguard instruction in house and provides the training at no up-front cost to employees.
- CP515 – Changes to this policy set limits on daycare/camp size, sets standards for supervision, and defines city and care provider responsibilities.
- CP525/526 – Elements of CP526 had been incorporated into CP525 in 2019. The remaining items were combined into CP525 and CP526 will be deleted entirely.
- CP528 – Reservations fewer than seven concurrent days will be staff level approvals. Many of the previous concerns surrounding multi-day rentals have been addressed through the commercial use policies.
- CP529 – The pool is no longer able to be rented per a previous policy change and eliminates the deposit requirements.

Jay Moorman moved to approve the policy changes. Caety Meyer seconded the motion and it passed unanimously.

Information Items

2025 Meeting Schedule:

- March 12, 2025
- May 14, 2025 (parks tour)
- September 10, 2025
- October 8, 2025
- November 12, 2025

Adjourned at 4:56 p.m.

Prairie Village Diversity Committee Minutes

March 11, 2025

4:30 p.m.

Prairie Village City Hall – MPR

Attendees – Chi, Tim, Karen, Ron, Anitha, Dennis, Rachael

Call to Order – Chi

Approval of Agenda – Karen, Ron

Land Acknowledgment – Chi

Opening Remarks/Welcome – Chi

Approval of Meeting Minutes (2/11/25)

Presentations – none

Public Participation – one person joined to observe

Committee Discussion – none

- Village Voice May/June deadline is April 5th (for promotion of any upcoming events)

Project/Event Updates – none

New Business

- 2026 Diversity Committee budget – Tim
 - Tim shared the budget details via email ahead of the meeting
 - Plans for Juneteenth (if scaled down) maybe reduce the total
 - Tim to share the Juneteenth costs breakdown to Dennis
 - Agreed to changes:
 - Suggested budget from Ron:
 - \$2,500 for MLK
 - \$4,000 for Town Hall
 - \$15,000 for Juneteenth
 - \$2,000 for one off
 - \$2,500 for Hispanic Heritage (make this its own line item)
 - \$500 for Miscellaneous
 - \$0 for Jazzfest, Art Fair, BIPOC Playdates, VillageFest (remove line items, not something we've acted on previously/not planned 2025 either; if we decide to do one it could fall under the miscellaneous category for budget)
 - Motion to approve: Karen, Ron; all approved

Prairie Village Diversity Committee Minutes

March 11, 2025

4:30 p.m.

Prairie Village City Hall – MPR

- City of PV 75th Anniversary – Tim
 - Anniversary is next year (2026)
 - There will be a committee, let Tim know if you'd like to join
- TED talk style town hall / Immigration – Chi
 - Ron has 3 immigration attorneys who would potentially help
 - Active in immigration law, etc.
 - Committee: David (TBD), Ron, Chi
 - What would the call to action be, make sure we have that
 - Chi and Anitha immigrated to the US (noting for reference in case they can be helpful)
 - Date: 5/14 or 5/15; Tim to confirm whether Meadowbrook is available (full room)
 - Once date is confirmed, it can be shared with speakers to confirm availability
 - Send speaker ideas to Chi, committee will review
 - Rachael will create EventBrite listing and a few social media graphics (if needed) once we're ready
- Recap of meeting with Roeland Park DEI Committee
 - Karen and Ron attended the meeting
 - Carrie (Chair) connected with Lilian, they'd like to partner on Hispanic Heritage this year
 - Notes on difference:
 - They go through their city ordinances and review for areas that could be improved
 - Play a more direct role in advising the mayor/city council on diversity aspects
 - They are able to allow for zoom attendance
- Hispanic Heritage Event
 - 9/20, 4:00-9:00 same shelter as last year has been reserved
 - If the committee decides to do something different, it can be adjusted, but the space is reserved for now
 - Roeland Park committee would like to collaborate
 - Lilian spearheads this one, connect with her if you'd like to help with planning
- Indigenous People's Celebration
 - Discussed this being an annual event (we'd previously considered trading Hispanic Heritage/Indigenous People's each year)

Prairie Village Diversity Committee Minutes

March 11, 2025

4:30 p.m.

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- Agreed that the lift for this is higher than we can support (to do annually)

Old Business

- Interpretive Panel Update
 - Passed at the last city council meeting, with a few adjustments
 - No update from David, Chi will check in so they can confirm an update for the fabricator
- Committee openings
 - 2 spots are still open
 - Share with Chi, Ron, Karen, or Tim if you know anyone who might be interested
 - Chi to follow up with Etienne
- Juneteenth celebration 2025 – Dennis
 - Would like to collaborate with other groups (Stand Up for Black Lives PV, etc.)
 - Potentially going back to Franklin Park, picnic feel, band, still have a speaker(s) (maybe George, mayor, etc.)